

Conditions for implementation of deliveries and services of Minimax GmbH

MINIMAX

Last update: 01.02.2025

A. General provisions

1. scope of application / exclusion of third-party GTC

The following terms and conditions shall apply to all - including future - deliveries, services and offers of MINIMAX GmbH ("MINIMAX"), even without express agreement, unless deviating terms and conditions have been expressly agreed. MINIMAX does not recognise the customer's general terms and conditions and expressly rejects them. These terms and conditions also apply if MINIMAX fulfils its contractual obligations without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

In the case of pure delivery of goods, the "Terms and Conditions for the Delivery of Components for Fire Protection Systems of Minimax GmbH", which we will be happy to send you on request, shall take precedence for these transactions.

2. conclusion of contract

2.1. All agreements between MINIMAX and the customer relating to the contract and its performance must be made in writing in order to be valid.

2.2. MINIMAX's offers and the drawings, illustrations, dimensions, weights and other performance data contained therein are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period. MINIMAX is bound by binding offers for six weeks from the date of the offer, unless a different acceptance period is specified in the offer.

2.3. If the customer's order is an offer in accordance with § 145 of the German Civil Code (BGB), MINIMAX may accept this offer within two weeks of its receipt, unless the customer has specified a different acceptance period.

2.4. If the offer from MINIMAX was not labelled as binding or the acceptance period has expired, a contract is only concluded when MINIMAX issues a written order confirmation. If, in an individual case, there is no order confirmation or the contract is concluded without an order confirmation, MINIMAX's offer is decisive for the content of the contract. If the customer and MINIMAX have jointly signed a written document concerning the delivery and this document contains all the contractual terms and conditions, this document is equivalent to a written order confirmation.

2.5. If an export licence is required for the performance of the contract, the conclusion of the contract is subject to the condition precedent that the export licence is granted. The same applies to the issue of a "zero certificate" (3. below), provided that MINIMAX has made reference to this in the offer or in the order confirmation.

2.6. Contract components and sequence

Contractual components are (unless otherwise agreed):

- the order confirmation from MINIMAX,
- if available:
 - the contract signed by MINIMAX and the client,
- the MINIMAX range,
- if available: the client's declaration of acceptance,
- these General Terms and Conditions,
- the General Conditions of Contract for Construction Work - DIN 1961; VOB Part B together with the relevant General Technical Conditions of Contract for Construction Work DIN 18299 ff. VOB Part C.

In the event of contradictions between the aforementioned parts of the contract, the order of precedence of the provisions shall result from the above order, whereby the overriding provision shall also supersede the subordinate provision to the extent that the overriding provision is open to supplementary interpretation.

3. export control

"Conclusion and performance of the contract ("transaction") are subject to export control admissibility under applicable German and EU law; this also applies with regard to applicable US and other national law, unless German or European legal provisions conflict with this. The parties shall support each other, in particular by providing all necessary information and documents ("duty to cooperate"), in order to be able to examine any export control restrictions and ensure compliance with them (e.g. with regard to obtaining official authorisations/information or the fulfilment of notification obligations).

If MINIMAX has any doubts as to whether such restrictions are relevant, MINIMAX may request that a legally binding opinion be obtained from the competent export control authority (e.g. "zero notice").

If restrictions under export control law conflict with the transaction or if doubts in this respect cannot be dispelled by such a statement within a period of 3 months after MINIMAX's corresponding request, or if the contractual partner fails to fulfil its duty to cooperate within 3 weeks after being requested to do so by MINIMAX, MINIMAX is entitled to withdraw from the contract. Claims against MINIMAX for delay or non-performance due to export control restrictions or the clarification of doubts in this respect are excluded except in cases of intent and gross negligence."

"Minimax's product portfolio" contains goods that are included in the list in Annex XL of Regulation (EU) 833/2014. Insofar as the products delivered on the basis of this contract contain such listed goods, the re-export of both the delivered products and these goods to Russia or for use in Russia is hereby contractually prohibited in accordance with Art. 12g para. 1 of Regulation (EU) 833/2014."

4. rights to documents

MINIMAX has the sole property rights and copyrights to quotation documents, illustrations, drawings, calculations and other documents - including in electronic form. They may not be made accessible to third parties or reproduced or distributed by themselves or by third parties without the express consent of MINIMAX, unless

a) this is necessary due to mandatory applicable legal framework conditions or court or supervisory orders and the customer has informed MINIMAX immediately in writing of the respective obligation or

b) the confidential information is made available to the client's advisors in connection with the interpretation or execution of the contractual documents or a dispute arising therefrom and the advisor has previously undertaken in writing to the client to maintain confidentiality or is already professionally obliged to maintain confidentiality."

The information and documents provided to MINIMAX by the customer are not deemed to be confidential unless they are expressly labelled as confidential.

5. specification of the scope of benefits / benefit exclusions

a) Provision of scaffolding, energy and other assembly equipment

MINIMAX will only perform the services expressly specified in the respective contract as MINIMAX's obligation to perform. The customer must perform all other services, duties to co-operate and acts of provision necessary for the performance of the services at its own expense and in good time. This includes in particular the items required for assembly, such as scaffolding, lifting gear and other equipment, as well as a sufficient supply of energy and water at the place of use, including the necessary connections, heating and lighting, protective clothing and protective equipment required due to special circumstances at the place of work.

For further on-site services, please refer to the section "On-site services" and the appendix included there.

b) Obligation to report events, disruptions and changes

The customer must inform Minimax of all events that are directly or indirectly related to the fire protection system before commencing work. This includes, for example, fires or faults, as well as changes to the system, the building or its utilisation.

c) Static data and cable routing

The client must provide any necessary information on the location of concealed electricity, gas, water pipes or similar installations as well as any necessary structural data before the start of the service provision.

d) Additional costs in the event of delays

If performance of the service is delayed due to circumstances for which MINIMAX is not responsible, the customer must bear the reasonable costs of waiting time and any additional travelling required by MINIMAX employees or the installation personnel deployed. If the customer is also not responsible for the circumstances or if there is a case of force majeure, the claim does not exist.

e) Labour certificates

The customer must certify to MINIMAX that the work has been carried out.

f) Uninterrupted work

The prerequisite for our service is uninterrupted work. If the service requires work that must be continued on the following day, the extinguishing system will be left out of operation in the meantime. The client is solely responsible for ensuring fire protection during periods of inoperability and organises any necessary compensatory measures on his own responsibility.

g) Note on the use of substances hazardous to water

The use of water-polluting substances such as foaming agents, corrosion protection, algae protection, frost protection and/or fuel may be necessary to operate extinguishing systems. Depending on the system, the extinguishing medium may escape from the building. The operator must ensure that escaping extinguishing agents and fuels are properly collected and disposed of. MINIMAX is not liable for environmental damage and/or consequential environmental damage and/or other damage of any kind in the event of a release. We strongly recommend consultation with the responsible authority/wastewater disposal company.

Drainage facilities provided by the operator are designed in such a way that substances hazardous to water are properly collected and/or disposed of. If the operator assigns MINIMAX a drain or a collection device, MINIMAX may assume that this/these is/are designed in accordance with the AwSV. If this is not the case, the operator is responsible for providing a suitable collecting device at his own expense and, as the responsible person, is responsible for disposing of the collected water-polluting substances.

h) Use of subcontractors

MINIMAX is entitled to employ subcontractors at any time to fulfil its obligations.

6 VdS construction site visits

Necessary site inspections carried out by the VdS (also as part of the MINIMAX installer approval) must be made possible by the client.

7. data transmission from MINIMAX control centres

The customer authorises MINIMAX to read out the central units installed by MINIMAX and hereby grants MINIMAX a non-exclusive, non-revocable right of use to all data collected (MINIMAX data) in order to provide the services, create aggregated data resulting from collected data such as statistical analyses, reports and related services.

MINIMAX may use this MINIMAX data for any purpose at its own discretion.

MINIMAX data does not contain any information or data that identifies the customer or third parties as a company and/or person.

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8. prohibition of assignment

The assignment of rights arising from the contractual relationship by the customer to third parties requires the written or e-mail consent of MINIMAX.

9. force majeure

9.1 Force majeure exists if an event occurs that prevents MINIMAX or the customer ("affected contractual partner") from fulfilling one or more of its obligations under the contract, if and to the extent that the contractual partner affected by the impediment proves that:

- (a) that obstacle is beyond his reasonable control; and
- b) it could not reasonably have been foreseen at the time the contract was concluded; and
- c) the effects of the obstacle could not reasonably have been avoided or overcome by the affected contractual partner.

9.2 If the affected contracting party fails to fulfil one or more of its contractual obligations due to the default of a third party that it has commissioned to fulfil all or part of the contract, the affected contracting party may only invoke force majeure to the extent that the requirements for assuming the existence of force majeure, as defined in paragraph 1 of this clause, apply not only to the affected contracting party but also to the third party.

9.3 In the absence of proof to the contrary, the following events affecting the affected contractual partner shall be presumed to fulfil the conditions for the assumption of force majeure under paragraph 1 (a) and (b). In this case, the affected contractual partner must only prove that the condition under paragraph 1 letter (c) is actually fulfilled:

- a) War (declared or undeclared), hostilities, attack, actions of foreign enemies, extensive military mobilisation;
- b) Civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- c) Currency and trade restrictions, embargo, sanctions;
- d) Lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation;
- e) Plague, epidemic, natural disaster or extreme natural event;
- f) Explosion, fire, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy;
- g) general labour unrest such as boycotts, strikes and lockouts, go-slow strikes, occupation of factories and buildings.

9.4 The affected contractual partner must immediately notify the other party of the event by e-mail.

9.5 An affected contracting party who successfully invokes this clause shall be released from the obligation to fulfil its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract; however, only if it immediately notifies the other contracting party of the occurrence of the event pursuant to para. 1. (1) to the other contracting party without delay. If the notification is not made immediately, the exemption shall only take effect from the time at which the notification reaches the other contracting party. The other contracting party may suspend the fulfilment of its obligations from the time of this notification if force majeure is actually to be assumed.

9.6 If the effect of the asserted event is temporary, the consequences set out in paragraph 5 shall only apply for as long as the asserted obstacle prevents the fulfilment of the contractual obligations by the affected contractual partner. The affected contractual partner must notify the other contractual partner as soon as the obstacle no longer prevents the fulfilment of their contractual obligations.

9.7 The affected contractual partner is obliged to take all reasonable measures to limit the effects of the event to which reference is made in the fulfilment of the contract.

9.8 If the duration of the asserted impediment results in the fulfilment of the contract becoming impossible in whole or in part, either contracting party may terminate the contract within a reasonable period of time. The contracting parties expressly agree that the contract may be cancelled if the duration of the event referred to in paragraph 1 lasts for more than 120 days.

9.9 If paragraph 9.8 is applicable and a contractual partner has gained an advantage prior to the cancellation of the contract through an act of the other contractual partner in the fulfilment of the contract, he must compensate the other contractual partner for the value of the advantage.

10. reservation of self-delivery

In view of the current supply situation for various raw materials, there is no guarantee that sufficient raw materials will always be available for the production of all open orders despite sufficient orders. In this respect, our offer to you is subject to a self-supply reservation to the effect that in the event of non-delivery or insufficient supply of our prefabrication, although we have placed congruent orders with reliable suppliers, we shall be released from our obligation to perform to the extent that we can postpone the agreed delivery dates or withdraw from the contract. We are obliged to inform the customer immediately of the non-availability of the service and, in the event of cancellation, will immediately reimburse any consideration already paid by the customer. The reservation of self-delivery does not apply if MINIMAX is responsible for the non-delivery or delay.

B. Prices and terms of payment

I. General provisions on prices and terms of payment

1. price fixing period

The calculation of the prices is based on the execution of all work within the agreed execution period. If the execution period of 6 weeks is exceeded, MINIMAX may demand a price adjustment in the amount of actual cost increases due to wage increases that have occurred in the meantime, including increases in ancillary labour costs and material prices as well as increased freight costs and costs for third-party services, provided and insofar as these are not offset by cost reductions that have occurred elsewhere.

2. impact of changes to laws / regulations

Additional costs incurred after conclusion of the contract due to changes in laws, ordinances, official and association decisions and regulations shall be borne in full by the client.

3. The following items are not included in the prices offered:

- Certificates, taxes and acceptance fees for the system by the technical testing centre of VdS Schadenverhütung GmbH, the Technical Inspection Association (TÜV) or other institutions;
- Costs incurred by exceeding the regular working hours (e.g. work outside Minimax regular working hours and night surcharges, travelling expenses, etc.). These costs shall be invoiced in accordance with Clause B. II. a) 4. and 5. of the current Terms and Conditions for the Performance of Deliveries and Services of MINIMAX GmbH and the price list for contract work on stationary fire protection systems including fire alarm systems (PSBS)

4 On-site services

The basis of the order is the timely provision of the on-site services included as the basis of the contract in accordance with the appendix "On-site services" valid at the time of the order, which we will be happy to send you on request.

5. provision of premises

The client must provide a lockable room for the storage of materials, tools and the stay of the assembly personnel for the duration of the agreed execution period and a heated and lockable recreation room for the assembly personnel in winter. Furthermore, the client must ensure that toilets and washing facilities are available for the assembly personnel. If the customer fails to fulfil these obligations, MINIMAX is entitled, after setting a reasonable period of grace, to provide these facilities at the customer's expense.

6. offsetting restriction

The client may only offset claims that are undisputed or have been recognised by declaratory judgement or arise from the same legal relationship. This also applies to rights of retention.

7. price indication / sales tax

All prices are net prices and subject to the applicable statutory value added tax.

8. material costs / disposal

8.1 If no material is included in MINIMAX's offer prices, any material and test equipment used (leak detection spray and test gases etc.) will be charged additionally at the applicable prices according to MINIMAX's price list. Replaced parts remain the property of the customer and are to be disposed of by the customer, unless MINIMAX is obliged to do so under mandatory statutory provisions. If MINIMAX undertakes to dispose of the replaced parts outside a statutory obligation, MINIMAX is entitled to charge a flat-rate disposal fee of € 10.00 per invoice in addition to the disposal costs, unless disposal is required by law to be carried out free of charge.

8.2 MINIMAX shall ensure that the packaging supplied by MINIMAX is taken back from the customer and properly and professionally recycled. MINIMAX thereby fulfils the take-back obligation pursuant to § 15 of the German Packaging Act. The take-back obligation is intended to ensure that packaging is collected separately from other waste so that it can be properly recycled or reused.

8.3 The packaging will be taken back at MINIMAX in 23843 Bad Oldesloe, Industriestrasse 10/12 on working days during normal working hours. The customer must deliver the packaging to MINIMAX and give advance notice of the return.

The costs incurred for delivery and recycling are to be borne by the customer. MINIMAX is entitled to charge a flat rate of 10% of the material costs, but at least € 9.90 per invoice, for packaging to be disposed of by MINIMAX and its disposal.

8.4 If the packaging supplied by MINIMAX is not returned in accordance with clause 8.3, the customer shall be responsible for the professional and proper recycling of the packaging at its own expense.

9. terms of payment

All claims are due immediately and must be settled no later than 14 days after invoicing.

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10. reservation of cancellation and withdrawal / termination

Breaches of duty by the customer, in particular default in payment, shall entitle MINIMAX to rescind the contract and take back the goods after the unsuccessful expiry of a reasonable deadline set for the customer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer is obliged to surrender the goods.

In the event of non-payment of the agreed remuneration due, MINIMAX has the right to terminate the contractual relationship immediately without notice.

In the event of termination without notice pursuant to the preceding paragraph, MINIMAX is entitled to liquidated damages at least in the amount of the outstanding remuneration up to the date of the next possible termination and is due immediately and payable on first demand. The parties are entitled to provide evidence of higher or lower damages. The lump-sum compensation shall be offset against the proven damage after it has been established in court and the difference shall be paid to the winning party.

Upon cancellation or termination of the contract, the customer must return the equipment and SIM cards provided by MINIMAX within the scope of this contractual relationship or enable the deactivation of an eSIM. The customer has no right of retention to the aforementioned items.

Switching off the automated processes in the customer's own installed systems is not part of the scope of this contractually agreed service and must be ordered separately. MINIMAX will be happy to submit a quotation for this.

11 Unauthorised termination

If the customer cancels an existing order without legal cause (e.g. premature cancellation of services under a service contract), Minimax is entitled to invoice the contractually agreed remuneration for the work less any expenses saved as a lump sum.

II Special terms of payment for various deliveries and services

a) Work on proof

1. billing according to time spent / work certificates

The services for contract work are invoiced on a time basis. A work certificate shall be issued for the time spent and submitted to the authorised representative named by the client for confirmation. If no authorised representative is named by the client or if the authorised representative is not present to check and countersign the certificate, the client must prove in case of doubt that the records of time consumption are incorrect.

2. reference to current price list

Invoicing is based on the Minimax GmbH price lists valid at the time the contract work is commissioned, which we will be happy to send you on request:

- Stationary fire protection: "Price list for contract work on stationary fire protection systems including fire alarm systems (PSBS)",
- Structural fire protection: "Price list for contract work for structural fire protection (PBBS)"

3. arrival and departure / waiting time

3.1 Work on proof

If not regulated in individual contracts, the travelling distance and travelling time for journeys to and from work are calculated as follows:

- Travelling distance to be invoiced:
Journey to and from the supervising office and property address
- Travelling time:

Calculated from the travelling distance for arrival and departure at the following assumed speed:

- a) Within conurbations: 35 km/h
- b) Outside of urban centres: 70 km/h

3.2 Emergency service assignments outside normal working hours

Unless stipulated in individual contracts, the distance travelled and travel time of journeys to and from work are calculated as follows:

- Travel distance to be invoiced:
Actual distance travelled by the employee deployed
- Travelling time:

Determined in accordance with the above point "Work on proof".

3.3 Waiting time and assembly interruptions

Waiting times and assembly interruptions for which Minimax is not responsible will be invoiced according to the conditions of the current price list.

4. regular working hours

The standard working hours of the MINIMAX are
Monday to Friday 06:00 to 18:00.

5. surcharges

For work outside the Minimax standard working hours, night work, work on Sundays and public holidays as well as for aggravating circumstances, percentage surcharges will be charged: The calculation basis is the hourly rates stated in the current price list.

Working outside Minimax regular working hours	25 %
Night work (between 8 p.m. and 6 a.m.)	20 %
Work on Sundays and public holidays, if these fall on a Sunday	75 %
Work on Easter Sunday and Whit Sunday, also on 01 May and 1st Christmas Day, even if they fall on a Sunday	200 %
Work on all other public holidays, provided they do not fall on a Sunday	200 %
Work on ladders and scaffolding whose decking is less than than 90 cm wide, from a working height of 10 m	20 %
Work in closed containers, in crawl spaces up to a height of a height of 1.20 m, in rooms with temperatures from 35°	25 %

If several surcharges are due at the same time, all surcharges must be paid in parallel.

6. other labour costs

Agreed engineering services in connection with assembly work such as assembly supervision, acceptance, functional tests, changes to certificates and drawings, etc. shall be invoiced in accordance with the engineering service rates specified in the current price list for contract work. If no special agreements have been made, an additional hour of specialised engineering will be charged for every 10 hours of assembly work.

7. workshop trolley

The use of a workshop vehicle shall be invoiced in accordance with the conditions specified in the current price list for contract work.

8. emergency services

For emergency service assignments, i.e. assignments that are agreed at short notice in the event of a malfunction, we additionally charge the amounts specified in the current price list for contract work per request.

9. telephone support for emergency service calls

9.1 The amounts specified in the current price list for contract work shall be invoiced for telephone support.

9.2 As part of the telephone support, MINIMAX will instruct the qualified technician selected by the customer by telephone to carry out the necessary work. The customer's technician carries out this work on his own responsibility.

9.3 The condition of the fire alarm system cannot be reliably assessed by MINIMAX from a distance. MINIMAX accepts no liability for faults, malfunctions, defects, damage, including consequential damage, due to the faulty, improper condition outside the contractually agreed warranty and mandatory statutory provisions.

9.4 MINIMAX's liability for incorrect instructions given during telephone support presupposes that the incorrectness of the instruction was recognisable to MINIMAX at the time of the telephone support. The qualified technician provided by the customer must in any case be in a position to verify the instructions given by MINIMAX and to understand their effect on the fire protection system. If the customer's qualified technician recognises or could recognise that an instruction could result in damage/consequential damage, he must inform MINIMAX of his concerns before implementing the instruction and ask whether implementation should actually take place. Implementation without verification rules out any liability on the part of MINIMAX.

10. price adjustments

MINIMAX shall be entitled to adjust the agreed contractual prices if the level of the basic federal wage changes in accordance with §5 of the Federal Framework Agreement for the Construction Industry in conjunction with the respective collective wage agreements ("TV Lohn/West, TV Lohn/Ost, TV Lohn/Berlin"). Unless otherwise agreed, the adjustment shall be made at the same time and in the same percentage ratio as the change in the basic federal wage in the respective operational area of application of MINIMAX."

11. price escalation clause

- Stationary fire protection

If no individual price escalation clause is agreed between MINIMAX and the customer for orders in the field of plant construction, services and modernisation, MINIMAX is entitled to adjust the order amount as a lump sum as follows if the performance of our service begins later than three months after the order is placed and/or the performance requires several deliveries of materials with a time delay:

"If the price index for the construction industry, published by the Federal Statistical Office, there the index "residential buildings; office buildings; commercial buildings", "gas, water and drainage systems within buildings" for commercial buildings (2021=100) at the time of order execution increases in relation to this index at the time of submission of the offer, the contract price shall increase by the same percentage increase."

- Structural fire protection:

If the execution of MINIMAX's service in the field of structural fire protection does not begin until more than 1 month after the order has been placed, or if this service requires several delayed deliveries of materials, the total order amount shall increase in the same proportion as the consumer price index (base year 2020) has increased between the preparation of the offer and the delivery of materials.

b) Maintenance work

1. effect of operational changes to the property

The remuneration for inspection and maintenance work is based on the agreed scope and operating conditions of the system, subject to the proviso that MINIMAX is entitled to adjust the remuneration accordingly from the beginning of the next calendar month if the scope of the system or the operating conditions change. MINIMAX will inform the customer in advance of the expected additional costs by means of a quotation.

2. additional remuneration for work not agreed

The remuneration for the contractual service described in the maintenance contract is a flat-rate price. Maintenance and other work, repairs and waiting times for which MINIMAX is not responsible and which are not specified in the annex to the maintenance contract must be ordered separately and will be carried out as contract work in accordance with these terms and conditions and invoiced in accordance with the price list

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3. automatic commissioning of minor additional work

If, in the course of maintenance, it becomes apparent that repair measures are essential to restore the system to its target condition and failure to do so would jeopardise the safety or operation of the system, MINIMAX is already commissioned upon conclusion of the maintenance contract to carry out this work up to a value limit of € 1,000.00 (net) even without a separate order at the conditions applicable here for the performance of deliveries and services of MINIMAX GmbH in accordance with the price list.

4. right of retention

If advance payment is agreed in the form of an annual invoice, MINIMAX has a right of retention of its services if the customer is in default of payment. Accordingly, MINIMAX will not perform its agreed services until the agreed advance payment has been made in full. Withholding payment does not constitute a default on the part of MINIMAX.

c) Deliveries

1. reservation of title / release of collateral

The objects of the deliveries (goods subject to retention of title) remain the property of MINIMAX until all claims to which MINIMAX is entitled have been fulfilled. If the value of all security interests to which MINIMAX is entitled exceeds the amount of all secured claims by more than 20%, MINIMAX will release a corresponding part of the security interests at the customer's request.

2. prohibition of pledging / prohibition of transfer by way of security

For the duration of the retention of title, the client is prohibited from pledging or transferring ownership by way of security.

3. obligation to notify in the event of access to collateral property

The customer must notify MINIMAX immediately in the event of seizure, confiscation or other dispositions or interventions by third parties.

III. material defects

1. principle

MINIMAX shall only be liable for material defects in the case of deliveries (including agreed assembly services) and repair services. No warranty for material defects or other liability for the condition of the inspected or serviced items is assumed for inspection and maintenance work.

2. right to vote

If there is a material defect, the customer may demand rectification of the defect (subsequent improvement) or delivery of a defect-free item (subsequent delivery). A claim for subsequent delivery only exists if MINIMAX has unsuccessfully attempted to rectify the defect at least twice or if rectification is impossible or has been rejected by MINIMAX.

3. warranty periods

Claims for material defects shall become time-barred after 24 months, unless a longer limitation period is prescribed by law. The limitation period shall commence upon delivery in the case of delivery without assembly, upon completion of assembly in the case of delivery with assembly and upon acceptance in the case of repair services.

4. obligation to give notice of defects

The customer must notify MINIMAX immediately in writing or by e-mail of any material defects.

5. rights of retention

In the event of justified notices of defects, payments by the client may only be withheld to the extent that they are in reasonable proportion to the alleged material defects. Otherwise, the exercise of a right of retention in the case of legally established or undisputed claims shall remain unaffected.

6. insignificant deviations

Claims for defects do not exist in the case of only insignificant deviations from the target quality, provided that the deviation does not impair the usability of the item for the agreed or assumed purpose.

7. non-compliance with maintenance deadlines

Failure to comply with maintenance deadlines shall entitle the customer to cancel the contract if MINIMAX fails to carry out the maintenance work on time after the customer has set a grace period of one month.

IV. Liability

MINIMAX is liable in accordance with the statutory provisions if the customer asserts claims for damages due to intent or gross negligence, including intent or gross negligence on the part of MINIMAX's representatives or vicarious agents. Insofar as there is no wilful breach of contract, liability for damages is limited to the foreseeable, typically occurring damage. MINIMAX shall be liable in accordance with the statutory provisions if MINIMAX or its representatives or vicarious agents culpably breach a material contractual obligation. In this case too, liability for damages is limited to the foreseeable, typically occurring damage; liability for loss of data for which MINIMAX is responsible is furthermore limited to the costs of reproducing the data from backup copies to be made by the customer and for restoring the data that would have been lost even if the data had been regularly backed up in a manner commensurate with the risk. If the customer fails to maintain proper and risk-adequate data backups, MINIMAX shall not be liable for any resulting damage.

Insofar as MINIMAX provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of performance owed by MINIMAX, this is provided free of charge and to the exclusion of any liability. In addition, liability for slight negligence is limited to €5 million per claim.

Liability for culpable injury to life, limb and health remains unaffected by the above provisions; this also applies to mandatory liability under the Product Liability Act.

MINIMAX's liability under a guarantee given by MINIMAX is not governed by the above provisions, but by the terms of the guarantee and the statutory provisions.

The above provisions shall apply irrespective of the legal basis of liability, in particular also for non-contractual and tortious claims.

Unless otherwise agreed in this Section IV, MINIMAX's liability is excluded.

In particular, liability for any damage arising from the continued operation of the automated processes after termination of the contract is excluded.

In this respect, please refer to the information overview for the service contract.

V. Data protection

The client is informed that we may collect, store and process personal data (name, address and invoice data) of the client and transmit it to credit agencies. In this context, we may also report data to the credit agencies regarding contractual or non-contractual fulfilment of the contractual relationship entered into with the client. In accordance with the Federal Data Protection Act, these reports may only be made insofar as this is necessary to safeguard our legitimate interests and there is no reason to assume that the client's legitimate interest in the exclusion of processing or utilisation outweighs this. The credit agency stores the data in order to be able to provide its affiliated companies with information on the creditworthiness of clients. The credit agency only makes the data available to its affiliated companies if they can credibly demonstrate a legitimate interest in the data transfer and there is no reason to assume that the data subject has an interest worthy of protection in the exclusion of the transfer.

VI Compliance / Code of Conduct

MINIMAX is subject to the Group-wide Code of Conduct of MINIMAX Viking GmbH. This Code of Conduct, which is applicable to MINIMAX and implemented by all employees in the company, can be made available in text form on request. Further explanations can be provided by our Compliance Officers.

For this reason, adherence to compliance regulations from clients, such as codes of conduct, rules of behaviour or ethical guidelines for subcontractors or suppliers, is not accepted.

By concluding the contract, the client acknowledges that it regards the Code of Conduct and the Compliance Programme of Minimax Viking GmbH as equivalent to its own compliance regulations. We will be happy to send you both the Code of Conduct and the Compliance Programme of Minimax Viking GmbH on request. Mandatory statutory provisions remain unaffected.

VII Authorisation for inclusion in a reference list

The customer authorises MINIMAX to use its company name and logo free of charge for reference lists, on advertising material such as brochures or similar, on the MINIMAX website or in other electronic media.

This authorisation may be revoked at any time in writing to MINIMAX, Corporate Communications without stating reasons; the company name or logo may continue to be used in media that have already been printed or published.

This authorisation does not oblige MINIMAX to include the authorising company in an existing or new reference list. Non-inclusion shall in no case lead to an obligation on the part of MINIMAX to pay damages to the non-included company.

Before the reference list is published, the authorising company receives a printout for checking and as proof of the intended use.

If the use of the name and/or logo in reference lists of MINIMAX is not approved, this paragraph VII of the GTC must be deleted in full by the client and the deletion initialled.

VIII. Industrial property rights and copyrights

If, as a result of the use of the subject matter of the contract, the customer is attacked by third parties for infringement of property rights, the customer shall inform MINIMAX of this without delay and give MINIMAX the opportunity to participate in any legal dispute or legal defence at its own expense. However, MINIMAX is not obliged to do so. In any event, the customer must support MINIMAX in its legal defence in every respect. The costs of a joint legal defence shall be borne equally by the customer and MINIMAX.

MINIMAX is only liable for the infringement of industrial property rights or copyrights of third parties if the respective third party is also entitled to these rights for the territory of the Federal Republic of Germany or the country to which the delivery is to be made or the countries in which the object of purchase is to be used in accordance with the purpose of the contract. The latter shall only apply insofar as the countries covered by the purpose of the contract have been expressly designated in the order confirmation.

IX. Place of jurisdiction and applicable law

If the customer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of MINIMAX in Bad Oldesloe. However, MINIMAX is also entitled to take legal action at the customer's general place of jurisdiction.

German substantive law shall apply to all legal relationships in connection with this contract and its implementation, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.