

# Terms and Conditions (T&C)

## of volkerkuess GmbH

### 1 Scope

#### 1.1

These T&C apply to all business relationships between volkerkuess GmbH and its customers in the version valid at the time the contract is concluded.

Any deviations or additional agreements must be made in writing.

### 2 Service Description

#### 2.1 Service Delivery:

volkerkuess GmbH provides engineering services in the field of Functional Safety according to ISO 26262 as per contractual agreements and exclusively remotely, unless otherwise expressly agreed in writing.

The scope of services is defined by the offer and may be supplemented by individual agreements.

The customer must ensure that all technical and organizational prerequisites required for service delivery are met. This includes the provision of access credentials, software tools, and storage locations.

Additional services not included in the original offer will be charged separately.

#### 2.2 Access to Storage Locations:

For the creation and editing of documents, it is assumed that the customer provides access to their storage locations (e.g., SharePoint), allowing editing by volkerkuess GmbH using standard Office applications (B2B access within the customer's organization). Alternatively, documents can be stored on a SharePoint provided by volkerkuess GmbH, where the customer will be granted appropriate guest rights.

#### 2.3 Use of Specialized Tools:

If documentation or analysis requires the use of specialized tools (e.g., ILM/analysis tools), the customer agrees to:

- a) Either provide a valid usage license for at least the duration of the collaboration plus 14 days, or
- b) Cover the costs of a corresponding license for volkerkuess GmbH.

The specific conditions will be agreed upon before the project begins.

#### 2.4 Use of Artificial Intelligence (AI):

volkerkuess GmbH utilizes Artificial Intelligence (AI) for the creation of deliverables where this contributes to increased efficiency or improved results. This is always carried out in compliance with applicable data protection regulations, with the highest sensitivity for

confidential data, and in accordance with signed confidentiality agreements or the provisions outlined in the confidentiality section.

#### 2.5 Additional Services:

Additional services requested beyond the original offer will be charged separately.

### 3 Contract Conclusion

#### 3.1

A contract is concluded as soon as the customer accepts a written offer from volkerkuess GmbH or utilizes the services of volkerkuess GmbH.

#### 3.2

Changes or additions to the contract are only binding if agreed upon in writing.

### 4 Payment Terms

#### 4.1

Invoices are payable without deduction within 14 days of the invoice date, unless otherwise agreed. Default occurs without the need for a reminder and will be subject to interest at a rate of 9 percentage points above the base rate.

#### 4.2

Individual payment terms, such as advance payments, are specified in the offer.

#### 4.3 Reverse-Charge Procedure:

For contracts with customers within the European Union (EU), the reverse-charge procedure is applied in accordance with § 13b UStG, provided that the services qualify as intra-community supplies. In such cases, the tax liability is transferred to the customer, who is responsible for its payment.

### 5 Customer Obligations

#### 5.1

The customer agrees to provide all information, data, and access credentials necessary for service delivery in a timely manner.

#### 5.2

Delays caused by missing contributions from the customer are not the responsibility of volkerkuess GmbH.

### 6 Granting of Rights

#### 6.1

Upon full payment, the customer receives a simple usage right to the deliverables created as part of the services, unless otherwise agreed.

## 6.2

The usage right does not include redistribution or commercial exploitation unless explicitly agreed.

## 7 Confidentiality

### 7.1

Both parties agree to maintain confidentiality regarding all confidential information disclosed in connection with the execution of the contract.

### 7.2

This confidentiality obligation remains in effect even after the termination of the contractual relationship.

## 8 Limitation of Liability

### 8.1

volkerkuess GmbH is liable only for intent and gross negligence. Liability for indirect damages or lost profits is excluded.

### 8.2

volkerkuess GmbH is not liable for damages resulting from improper use of the deliverables by the customer.

### 8.3

For created documents, the creator assumes no liability for direct or indirect damages caused by their application. Responsibility for implementing the measures and procedures described in the documents lies with the respective company and its responsible employees.

### 8.4

The documents and reports created as part of the services do not claim to be complete and are only intended as recommendations or templates. It is the customer's responsibility to review and supplement the provided information and recommendations. Liability for incomplete or missing information is excluded unless due to gross negligence or intent.

### 8.5

Liability for injuries to life, body, or health is governed by statutory provisions.

## 9 Data Protection and Data Processing Agreement (DPA)

### 9.1

Both parties agree to comply with the General Data Protection Regulation (GDPR) when processing personal data.

### 9.2

A Data Processing Agreement (DPA) will be concluded separately, if necessary.

## 10 Amendments to the T&C

### 10.1

volkerkuess GmbH reserves the right to amend these T&C. Changes will be communicated to the customer in due time.

### 10.2

The customer has the right to object within 30 days of being notified of the changes.

## 11 Jurisdiction and Governing Law

### 11.1

German law applies. The place of jurisdiction is the registered office of volkerkuess GmbH, provided the customer is a merchant.

### 11.2

Deviations from the agreed place of jurisdiction must be made in writing.

## 12 Final Provisions

### 12.1

Should any provisions of these T&C be invalid, this shall not affect the validity of the remaining provisions.

### 12.2

The invalid provision shall be replaced by a valid one that comes closest to the intended economic purpose.

## 13 Application of the T&C

### 13.1

These T&C are provided to the customer as a PDF file (e.g., as part of an offer) or are available online at:

<https://www.volkerkuess.com/allgemeine-geschaeftsbedingungen>

By accepting the offer, the customer agrees to these T&C.