

## **General Terms and Conditions – Domestic**

**Version: October 2025**

### **§ 1 Scope of Application, Subject Matter of the Contract, Definitions**

1. These General Terms and Conditions apply to all contracts for the inspection, maintenance, repair and optimisation of rotor blades and towers of wind turbines as well as related measuring, analysis, calibration and documentation services, including access technology, rope access, platform and crane work, aerodynamic optimisations, imbalance analysis and balancing as well as photometric measurements, which cp.max Rotortechnik GmbH & Co. KG (“cp.max”) provides to its customers.
2. The services are predominantly rendered on site at the customer’s wind turbines or at a location designated by the customer; supplementary laboratory or workshop services may be added. The content and scope of the respective services owed are primarily set out in the individual offer/order, any service specifications, deployment and service reports as well as the annexes referred to therein.
3. These General Terms and Conditions are directed exclusively at entrepreneurs (business customers) within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), legal entities under public law and special funds under public law. They do not apply vis-à-vis consumers.
4. Terms and conditions of the customer that deviate from or supplement these General Terms and Conditions shall only become part of the contract if cp.max expressly agrees to their validity in text form. Silence or performance of services without reservation shall not constitute consent. Individually agreed provisions (including side agreements, supplements and amendments) shall take precedence over these General Terms and Conditions; their content shall be determined by a confirmation in text form.
5. To the extent that work is carried out using special access techniques (in particular rope access techniques), cp.max owes performance in accordance with the generally accepted rules of technology and the relevant safety and certification standards. Certifications and qualifications serve as proof of quality and safety, but do not constitute a guarantee of quality that goes beyond the statutory/contractual performance obligations.
6. References in offers/service reports to manufacturer information regarding components or measuring/testing equipment serve for description purposes and do not constitute a guarantee of certain characteristics; the decisive factor is the individually agreed scope of performance.

### **§ 2 Offer, Conclusion of Contract and Hierarchy of Documents**

1. A contract is concluded by
  - a) a contract signed by both parties in written or text form; a qualified or advanced electronic signature replaces the written form,
  - b) acceptance by the customer in text form of an offer made by cp.max,

- c) acceptance by cp.max in text form of an order/enquiry from the customer by order confirmation, or
- d) the commencement of performance, if the customer has expressly requested immediate execution and timely acceptance in text form was objectively not possible; in such case cp.max shall subsequently provide the declaration of acceptance in text form without undue delay.

Orders placed via electronic systems/portals of the customer or of cp.max shall be deemed declarations in text form.

- 2. Framework/service agreements govern basic commercial terms; individual deployments are based on call-offs/single orders. Each call-off constitutes a separate contractual relationship on the basis of the framework agreement.
- 3. Offers made by cp.max are non-binding unless they are expressly limited in time or designated as binding. If a binding period is stated, the offer may only be accepted within this period. Later acceptance shall be deemed a new offer.
- 4. The content and scope of the services owed shall primarily derive from the respective single order/call-off and the documents referred to therein. In case of discrepancies, the following order of precedence shall apply:
  - a) individually agreed provisions in the single order/call-off;
  - b) service specifications/requirements or specifications documents referred to therein;
  - c) confirmed addenda/change instructions;
  - d) documented deployment/service reports, insofar as they specify the actual scope of services rendered;
  - e) any price/equipment lists of the single order;
  - f) these General Terms and Conditions.
- 5. Oral information and prior/accompanying coordination shall only be binding if recorded in the single order, in an addendum confirmation or in a service report. Deviations and extensions of the scope of services shall be governed by Section 7.

### **§ 3 Remuneration**

- 1. Services shall be invoiced on a time and materials basis unless flat-rate prices have been expressly agreed. The decisive factor shall be the rates or flat-rates specified in the single order plus statutory value added tax.
- 2. For time-based remuneration, the hourly rates specified in the single order for the qualifications used (e.g. technician, supervisor, project management) shall apply. In the absence of such information, cp.max's standard price lists valid at the time of conclusion of the contract shall apply.

3. Flat-rate prices cover exclusively the services specified in detail in the single order. Any work beyond this shall be remunerated based on time spent.
4. Surcharges for overtime shall be charged if this is required for operational reasons or is requested by the customer. In the absence of deviating agreements, surcharges of 25% shall apply on weekdays between 22:00 and 06:00, 25% on Saturdays and 50% on Sundays and public holidays.
5. Where service reports are envisaged, documented working times and scopes of deployment may serve as proof for invoicing purposes. Objections to recorded times must be raised in text form within five working days of receipt.

#### **§ 4 Incidental Expenses, Travel, Materials and Equipment**

1. Travel, routing and driving times shall be remunerated separately. This includes in particular arrival and departure, internal transfers between sites as well as waiting and standstill times, insofar as cp.max is not responsible for such times.
2. Vehicle and transport costs shall be invoiced based on kilometre or daily rates; necessary toll charges, parking fees, ferry and customs charges shall be borne by the customer. Accommodation costs and daily allowances (per diems) shall be charged based on actual expenses against proof or based on flat-rates agreed in the single order.
3. For the use of special access techniques (in particular rope access), platforms, cranes, measuring/testing equipment and special tools, the equipment, setup and daily rates specified in the single order shall apply. Standby times for which cp.max is not responsible are subject to remuneration.
4. Consumables and auxiliary materials (in particular resins, laminates, bonding/filling materials, sanding/polishing media, fastening materials) shall be invoiced on a flat-rate basis at the offer prices referenced in the single order or at actual cost price plus a handling surcharge of 20%.
5. If deployments are interrupted, postponed or aborted for reasons for which cp.max is not responsible (e.g. weather conditions, missing release permits, blocked access roads, active antenna systems, lack of site readiness), services rendered up to that point as well as incurred travel, waiting, standstill, setup and standby costs shall remain subject to remuneration; necessary additional journeys and renewed setup times shall be charged separately.
6. The customer shall bear the costs for electricity and water consumed at the place of performance during the services rendered by cp.max.

#### **§ 5 Deployment Requirements, Cooperation Duties and Safety**

1. The customer shall, at its own expense, create all conditions required for cp.max to commence services immediately upon arrival and to perform them without interruption until acceptance. In particular, the customer shall
  - a) ensure access suitable for vehicles up to 7.5 tonnes and unobstructed driveability,
  - b) provide sufficient parking and working space for platforms/cranes/access technology within a radius of up to 15 m around the installation,

- c) ensure site readiness (Baufreiheit) from the start of performance,
  - d) provide an operational and inspected fall arrest/access system,
  - e) ensure that an existing climbing aid or personnel lift is operational and has been inspected,
  - f) provide a 230 V/50 Hz, minimum 16 A power connection,
  - g) fully switch off any existing antenna/radio systems on the wind turbine in good time before the start of deployment and keep them switched off during the deployment.
2. The customer shall take the measures required at the deployment site to protect persons, property and the environment. The customer shall instruct cp.max prior to commencement of work on site-specific safety, access and emergency requirements and designate an authorised contact person on site. The customer shall inform cp.max in good time whether antenna/radio systems are installed on the unit.
  3. Breaches of customer safety regulations by cp.max personnel shall be reported to cp.max without undue delay; in the event of serious breaches, the customer may, in consultation with the site management, deny individual persons access to the site.
  4. Public law or private-law permits/consents (e.g. access roads across third-party land, traffic regulations, land use) shall be obtained by the customer in good time and at its own expense. Damage to land or impairments on third-party land caused by the proper use of approved lifting/transport equipment shall be settled by the customer; clause 10 shall remain unaffected.
  5. The customer shall inform cp.max in good time and in full of any circumstances known to it that are relevant for safe and proper performance (unit data, pre-existing damage, particular risks/noise or emission limits, substances/auxiliaries on site, restrictions). Changes shall be notified without undue delay.
  6. If the customer does not fully or partially fulfil its duties of cooperation, provision of access or safety obligations, cp.max shall set a reasonable deadline for remedy. After fruitless expiry of this deadline, cp.max may – without being obliged to do so – carry out or arrange for the required actions in place of the customer and charge the resulting expenses at the contractual rates. Further rights (including the right to withhold performance, to adjust deadlines and remuneration) shall remain unaffected.
  7. Delays or interruptions caused by non-fulfilment of the customer's obligations shall result in reasonable extensions of deadlines. Standstill, setup, waiting and standby costs as well as additional trips shall be remunerated in accordance with Section 4; consequences resulting from weather/safety/access shall be governed by Section 6.
  8. cp.max shall be entitled to interrupt or not commence work if objective safety, weather or access reasons prevent this or if information provided by the customer proves to be inaccurate. Additional time and standby costs incurred as a result shall be remunerated in accordance with Section 4; Section 6 shall apply accordingly.
  9. If measuring/testing equipment, fixtures or tools of cp.max are damaged at the deployment site or lost without fault on the part of cp.max, the customer shall compensate the resulting damage; normal wear and tear is excluded.

10. If the customer uses third parties (e.g. other trades) in parallel, the customer shall coordinate them so that the work of cp.max is not impaired. Coordination and waiting times for which cp.max is not responsible shall be remunerated as working or standstill times.
11. The customer bears the risk for areas, access roads, aids and operating resources provided by it. cp.max shall only be liable in this respect in accordance with the standards set out in Section 14.

## **§ 6 Deployment Reservations and Standstill**

1. Work on wind turbines and outdoors is subject to suitable weather, safety and access conditions as well as any necessary official approvals. Manufacturer and operator instructions on occupational safety must be complied with.
2. cp.max shall be entitled not to commence, to interrupt or to abort deployment if there are objective reasons preventing this, in particular
  - a) wind, icing, thunderstorms, precipitation, visibility or temperature limits,
  - b) missing or revoked release permits/approvals,
  - c) blocked access roads/areas,
  - d) active antenna/radio systems,
  - e) lack of site readiness,
  - f) incorrect or incomplete customer information relevant to safety or success of the work.
3. cp.max shall document the reason and inform the customer without undue delay. Deadlines shall be reasonably extended; new deployment windows shall be agreed by mutual consent.
4. Services rendered up to the time of standstill shall remain subject to remuneration. Standstill, waiting, standby, setup and additional travel times for which cp.max is not responsible shall be charged in accordance with Section 4. Standby/equipment costs shall be deemed incurred in this respect.
5. If cp.max is solely responsible for the standstill, the items specified in clause 4 above shall not apply; further claims shall be governed by Section 14.
6. If standstills due to reasons under clause 2 result in a material disruption for more than three consecutive working days, both parties may terminate the affected single order for good cause for the future by declaration in text form. Services/costs rendered and incurred until then that cannot be otherwise avoided shall be invoiced.

## **§ 7 Changes to the Scope of Services and Addenda**

1. Changes, additional services and replacement services shall be based on a previously agreed addendum in text form. At the customer's request, cp.max shall submit an addendum offer stating the impact on time, remuneration and deadlines.
2. Urgent emergency measures to avert hazards, prevent disproportionate damage or safeguard the success of the work may be carried out by cp.max even without prior consent if it is objectively not possible to obtain timely approval. cp.max shall inform the customer without undue delay; invoicing shall be based on the agreed rates.

3. If cp.max identifies, in the course of performing the services, circumstances, damage or deviations that were not previously recognisable and that exceed the agreed scope of services or require a different procedure, cp.max shall inform the customer, and the work shall be interrupted and adequately secured until a decision on the addendum is made.
4. Under- or over-quantities as well as technically equivalent deviations in execution are permissible provided that they serve the agreed purpose, are reasonable for the customer and do not result in a material change in price or deadlines. Replacement of materials/components is permissible if equivalent and available; cp.max shall provide evidence thereof in the service report.
5. If deadlines are postponed due to changes initiated by the customer, the resulting additional costs (e.g. rescheduling, standby, additional arrival/departure) shall be remunerated in accordance with Section 4; agreed periods and deadlines shall be extended accordingly.

## **§ 8 Cancellation and Postponement by the Customer**

1. Cancellation or postponement of confirmed deployments must be made in text form. The time of receipt by cp.max shall be decisive.
2. In case of cancellation for reasons for which cp.max is not responsible, the customer shall reimburse the expenses incurred up to that point and – unless otherwise stipulated in the single order – the following lump-sum cancellation fees based on the agreed deployment/flat-rate amount: up to 14 calendar days before the start of deployment 10%, 13–7 days 30%, 6–3 days 60%, from 2 days 85%. Both parties retain the right to prove higher or lower damages.
3. If the customer postpones the deployment for reasons for which cp.max is not responsible, expenses incurred up to that point as well as additional rescheduling, standby, setup and extra travel costs shall be reimbursed. Insofar as cp.max is unable to cancel third-party services (e.g. platforms/cranes) free of charge as a result of the postponement, the customer shall bear these third-party costs.
4. If the customer is required to postpone or cancel due to force majeure or official orders, the lump-sum fees pursuant to clause 2 shall not apply; expenses and third-party costs incurred up to that point and not avoidable shall remain reimbursable. Section 6 remains unaffected.
5. An alternative date shall be agreed by mutual consent. Postponements of deadlines shall result in reasonable extensions of periods; further claims shall be governed by Section 14.

## **§ 9 Invoicing and Payment**

1. cp.max shall be entitled to issue interim invoices based on progress of performance; deployment/service reports may serve as proof of times, quantities and service scopes.
2. cp.max may request an advance payment amounting to one third of the offer sum before the start of deployment. If the advance payment exceeds EUR 10,000, cp.max shall, at the customer's request, provide a performance bond from a credit institution or insurer authorised in the EU; the bond shall end upon receipt of the completion notice or the final invoice.

3. Invoices shall be issued in euros and, unless otherwise agreed in the single order, shall be due and payable within 14 calendar days of receipt without deduction. No cash discount shall be granted unless expressly agreed.
4. cp.max shall be entitled to send invoices electronically (by e-mail or portal); receipt shall be deemed to have occurred upon transmission to the address specified by the customer. The customer shall maintain a functional recipient address for this purpose and notify any changes without undue delay. Dispatch of a paper invoice is not owed.
5. If the customer is in default of payment, it shall owe default interest at the statutory rate; cp.max may claim a reasonable flat-rate compensation for default damages and may withhold further services until outstanding amounts have been settled. Statutory rights remain unaffected.
6. The customer shall be entitled to rights of set-off and retention only with undisputed or legally established claims. Rights of retention shall exist only insofar as they are based on the same contractual relationship.
7. In the event of justified doubts regarding the customer's solvency (e.g. default in payment, material deterioration in financial circumstances), cp.max may make further services dependent on advance payment or provision of security and withdraw granted payment terms.
8. Objections to invoices must be substantiated in text form within 14 calendar days of receipt. The due date shall remain unaffected unless the objections are obviously justified.

#### **§ 10 Use of Subcontractors**

1. cp.max shall be entitled to engage suitable, qualified subcontractors for performance of the services. cp.max shall remain responsible to the customer for proper fulfilment of the contract.
2. The customer shall grant subcontractors the same access rights and the same conditions regarding cooperation and safety as for cp.max's own personnel. Section 5 shall apply accordingly.
3. cp.max shall oblige the subcontractors engaged to maintain confidentiality and to comply with the safety, environmental and compliance requirements applicable at the deployment site. Insofar as necessary for performance, subcontractors may receive information of the customer; further use shall be excluded.
4. Legal and official qualification, safety and certification requirements for the respective activity shall be ensured by cp.max; corresponding evidence shall be provided in suitable form upon request.

#### **§ 11 Periods for Performance and Delay in Performance**

1. Performance/service periods shall be deemed observed if the service is ready for acceptance by their expiry; if contractual testing is envisaged, readiness for testing shall suffice.
2. Periods shall be reasonably extended if and to the extent performance is hindered by circumstances for which cp.max is not responsible. This includes in particular industrial disputes (strikes, lockouts), force majeure, weather, safety and access reasons in

accordance with Section 6, official requirements, missing or revoked release permits as well as delays due to failure to timely meet the customer's duties of cooperation, access or safety in accordance with Section 5.

3. If cp.max is in default, the customer may – without prejudice to further rights after a grace period has been set – claim lump-sum compensation for delay in the amount of 0.3% for each full week of delay, but not more than 5% of the net portion of remuneration related to the affected part of performance. Both parties retain the right to prove higher or lower delay damages; in the event of simple negligence, cp.max's liability for delay damages shall, however, be limited to a total of 10% of the net remuneration portion of the affected part of performance. Claims in cases of intent or gross negligence, culpable injury to life, body or health as well as mandatory liability (in particular under the German Product Liability Act) shall remain unaffected. Rights of rescission shall remain unaffected. Delays due to seasonal postponements shall not constitute default provided the customer is informed in good time and performance is rendered in the subsequent season.
4. If, after the due date, the customer sets cp.max a reasonable deadline for performance which is not met, the customer shall be entitled, within the scope of statutory provisions, to withdraw from the affected single order. At cp.max's request, the customer shall declare within a reasonable period whether it will exercise its right of withdrawal.
5. Further claims due to delay shall be governed by the liability provisions of these General Terms and Conditions; Section 6 shall remain unaffected.

## **§ 12 Acceptance**

1. The services are ready for acceptance when they have been completed in accordance with the contract and are ready for acceptance; if testing has been agreed, readiness for testing shall be sufficient. cp.max shall notify the customer in text form that the services are ready for acceptance and shall provide a service/performance report with the key parameters.
2. The customer shall carry out acceptance without undue delay, at the latest within 10 working days after receipt of the acceptance notification. Partial acceptance shall be permitted for independently usable parts of the performance; they shall trigger the legal consequences of acceptance for these parts.
3. If there are only minor defects, the customer may not refuse acceptance. Such defects shall be recorded in the acceptance protocol and remedied by cp.max within a reasonable period.
4. Deemed acceptance: Acceptance shall be deemed to have taken place if the customer fails to declare acceptance within the deadline pursuant to paragraph 2 despite readiness for acceptance and does not complain of material defects in text form, or if the customer uses the service prior thereto. Use for test purposes shall not be deemed acceptance if clearly indicated as such and limited to the necessary scope.
5. Service/performance reports may serve as acceptance protocols. If the customer signs the report or does not raise any objections in text form to the services and times documented therein without undue delay, at the latest within five working days of receipt, the report shall be deemed confirmed in this respect; rights regarding hidden defects remain unaffected.



6. If acceptance is delayed without fault on the part of cp.max, acceptance shall be deemed to have occurred at the latest two weeks after receipt of the acceptance notification. Services rendered up to that point as well as standstill, waiting and standby costs shall be remunerated in accordance with Section 4.
7. Upon acceptance, limitation periods for defect claims shall begin, remuneration shall become due in accordance with Section 9 and cp.max's liability for visible defects shall cease insofar as the customer has not reserved the right to assert them in the acceptance protocol. Rights in respect of fraudulently concealed defects remain unaffected.

### **§ 13 Defect Claims**

1. The agreed quality of the services as set out in the single order, including the documents referred to therein, shall be decisive for defect rights. Defect rights require acceptance pursuant to Section 12; Section 12 para. 7 sentence 2 remains unaffected.
2. The customer shall notify identifiable defects in text form without undue delay after detecting them and describe type and scope as concretely as possible; service/performance reports may be used for this purpose. If the customer delays such notification culpably, it shall bear any increased costs of remedy that are due to the delay.
3. cp.max shall primarily provide subsequent performance. The choice between rectification of the defect and – where applicable – replacement/new performance shall be at cp.max's discretion. The customer shall grant cp.max the opportunity to carry out subsequent performance within a reasonable period and shall provide the necessary access, release permits and cooperation.
4. cp.max may refuse subsequent performance if it is only possible at disproportionate cost. In this case, the customer shall be entitled to the statutory secondary rights (reduction of the price; rescission of the affected single order in the event of a material defect). Claims for damages shall be governed by Section 14.
5. Only in urgent cases of hazard prevention or to avoid disproportionately large damages – in which case cp.max must be informed without undue delay – or if cp.max allows a reasonable deadline for subsequent performance set by the customer to pass fruitlessly, may the customer remedy the defect itself or have it remedied by a third party and demand reimbursement of the necessary and reasonable expenses.
6. If a defect complaint proves justified, cp.max shall bear the direct costs of subsequent performance, in particular working and travel times of cp.max personnel, removal and installation as well as required materials and transport. Further costs (e.g. standstill, loss of use or loss of production) shall only be reimbursed in accordance with Section 14.
7. Defect claims shall not exist if
  - a) the defect is insignificant for the customer's interests,
  - b) the defect is due to circumstances attributable to the customer's risk sphere (in particular missing cooperation/access/safety measures, incorrect information),
  - c) the customer or third parties have made changes, interventions or repairs without cp.max's prior consent and the defect is based thereon, unless a case pursuant to para. 5 applied,

- d) normal wear and tear, weather and environmental influences or improper use are causative,
  - e) materials, components or specifications were provided by the customer and the defect is based thereon.
8. After acceptance, the customer bears the burden of proof for the existence of a defect; in the event of fraudulent concealment, the statutory rules shall remain applicable.
  9. During ongoing, not unjustifiably delayed subsequent performance measures, limitation periods for the defects concerned shall be suspended; they shall end at the earliest three months after completion of subsequent performance.
  10. Further or other claims than those regulated in this Section 13 in respect of material or legal defects shall only exist in accordance with Section 14 and Section 15.

#### **§ 14 Liability**

1. cp.max shall be liable for damages and compensation for expenses, irrespective of the legal basis, in cases of intent and gross negligence without limitation. cp.max shall also be liable without limitation for culpable injury to life, body or health.
2. In the event of simple negligent breach of material contractual obligations (obligations whose fulfilment is a prerequisite for proper performance of the contract and on whose observance the customer regularly relies), cp.max's liability shall be limited to typical damage foreseeable at the time of conclusion of the contract. In the event of simple negligent breach of non-material contractual obligations, liability shall be excluded.
3. Mandatory liability, in particular under the German Product Liability Act, in the event of assumption of a guarantee or fraudulent concealment of a defect shall remain unaffected.
4. Delay damages shall be governed by Section 11 para. 3; otherwise the above principles shall apply. Contractual penalties, liquidated damages or other flat-rate third-party damages shall only be reimbursed if expressly agreed or if cp.max is at fault for them and their occurrence was typically foreseeable for cp.max at the time of conclusion of the contract.
5. For loss of profit, production, use or business interruption as well as for indirect and consequential damages, cp.max shall only be liable within the scope of clauses 1–3 and only insofar as such damages were typically foreseeable under proper consideration of circumstances.
6. To the extent damages are based on materials, components or specifications supplied by the customer or on improper handling/use prompted by the customer, cp.max shall not be liable. The same shall apply where the customer or third parties have made changes, interventions or repairs without cp.max's consent and the damage is based thereon; Section 13 para. 5 shall remain unaffected.
7. The above liability provisions shall also apply in favour of cp.max's corporate bodies, legal representatives, employees and vicarious agents. Where legally provided and subject to clauses 1–6, the customer's claims for reimbursement of futile expenses shall take the place of claims for damages.

## **§ 15 Limitation Periods**

1. The customer's defect claims shall become time-barred 12 months after acceptance (Section 12). Statutory limitation periods shall apply (a) for buildings and services whose success lies in the planning or supervision of a building, (b) in the event of fraudulent concealment of a defect, (c) in the event of assumption of a guarantee. Section 13 para. 9 (suspension during ongoing subsequent performance) remains unaffected.
2. Other contractual and statutory claims of the customer shall become time-barred 12 months after the statutory commencement of the limitation period. Claims (a) due to intent or gross negligence, (b) due to culpable injury to life, body or health, (c) under the German Product Liability Act and (d) under Section 11 para. 3 shall remain unaffected, insofar as deviating provisions are made there.
3. Statutory provisions regarding suspension, inhibition and recommencement of limitation shall apply. The customer's rights of rescission or reduction shall not become time-barred before the periods stated in para. 1, insofar as they are based on a defect.

## **§ 16 Tools, Fixtures and Operating Equipment at the Deployment Site**

1. Tools, measuring and testing equipment, access technology, lifting gear and other operating equipment used or provided by cp.max at the deployment site shall remain the property of cp.max. While they are located at the deployment site, the customer shall ensure actual custody and take reasonable protective measures against loss, theft, damage and weather influences; Section 5 remains unaffected.
2. If the items referred to in paragraph 1 are damaged at the deployment site or lost without fault on the part of cp.max, the customer shall compensate the resulting damage. Damage exclusively due to normal wear and tear shall not be compensated.
3. Further claims shall be governed by Section 14 (Liability). Any insurance benefits of the customer shall be utilised with priority; at cp.max's request, the customer shall assign to cp.max claims for compensation against third parties to the extent reasonable.

## **§ 17 Documentation, Reports and Rights of Use in Photo/Measurement Data**

1. cp.max shall prepare deployment, service and measurement reports and – insofar as required for performance – photo, video and measurement data of the relevant units/components.
2. cp.max shall be entitled to the copyrights and related rights in these documents and data. cp.max grants the customer a non-exclusive, non-transferable right of use for its own business purposes of maintenance, documentation vis-à-vis authorities/insurers and for evidence of performance rendered.
3. Disclosure to third parties outside the purposes stated above requires prior consent of cp.max; statutory or officially ordered disclosures shall remain unaffected.
4. The customer shall – where necessary – assist in obtaining any consents/approvals of third parties which are required for preparation or use of documentation at the deployment site.

## **§ 18 Confidentiality and Data Protection**

1. cp.max and the customer shall treat as confidential all information of the other party acquired in connection with the contract that is marked as confidential or is obviously in need of confidentiality and shall use it solely for the purpose of performing the contract. This shall not apply to information that is publicly known without breach of contract or has been developed independently by the receiving party.
2. cp.max shall process personal data exclusively within the framework of statutory provisions. Information on processing, in particular on photo/video documentation and contact details of contact persons, can be found in cp.max's data protection information. The customer shall inform its own employees and third parties of corresponding recordings and ensure that required legal bases (e.g. works agreements, instructions) are in place.
3. cp.max may name the customer as a reference; further details (logo, project details) shall only be used with the customer's prior consent.

## **§ 19 Final Provisions**

1. German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and of the conflict-of-laws rules of private international law that refer to another legal system.
2. The place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Dresden. cp.max shall also be entitled to sue the customer at the customer's general place of jurisdiction.
3. Amendments and supplements to the contract as well as declarations and notices by the customer to cp.max that are legally relevant must be made in text form. Statutory form requirements shall remain unaffected.
4. The customer may only assign rights and obligations under the contract to third parties, in whole or in part, with the prior consent of cp.max. Section 354a of the German Commercial Code (HGB) shall remain unaffected.
5. The contract language is German. The German version of these General Terms and Conditions shall be authoritative for interpretation and execution of the contract.
6. Should individual provisions of these General Terms and Conditions or of the contract be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected.