



**Kern &
Stelly**
A MIDWICH GROUP Company

Plus Service Terms and Conditions



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Plus Service Terms and Conditions As of March 2026

1 Scope of Application

- 1.1 These Plus Service Terms and Conditions (hereinafter referred to as “PSTC”) govern the provision of the various Plus Services. The individual Plus Services may differ with regard to scope of performance, functional scope, and general conditions. Unless expressly stipulated otherwise, any reference below to “Service” shall include all Plus Services. Where a specific product designation, such as “Protect+ Service”, is mentioned, only the respective specifically designated service shall be meant.
- 1.2 In addition to these PSTC, the provisions of the General Terms and Conditions of the company with which the service contract was concluded shall apply. (Kern & Stelly Medientechnik GmbH / <https://www.kern-stelly.de/agb> , Kern & Stelly Medientechnik Austria GmbH / <https://www.kern-stelly.at/agb> , Bauer und Trummer GmbH / <https://www.nmav.de/AGB>)
- 1.3 These PSTC shall apply to all contracts, deliveries, and other services in the course of business transactions with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), unless an explicit agreement to the contrary has been concluded between the contracting parties.
- 1.4 Unless otherwise agreed, these PSTC shall apply, in the version valid at the time of the customer’s order or, in any event, in the version last communicated to the customer in text form, as a framework agreement also for similar future contracts, without the need for us to refer to them again in each individual case.
- 1.5 Our PSTC shall apply exclusively. Deviating, conflicting, or supplementary general terms and conditions or purchasing conditions of the customer shall not become part of the contract unless their applicability has been expressly approved by us in writing. Our terms shall also apply if, with knowledge of the customer’s terms that conflict with or deviate from our conditions, we perform the delivery or service to the customer without reservation.
- 1.6 Individual agreements (e.g. framework supply agreements) and information contained in our order confirmation shall take precedence over these PSTC. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms issued by the ICC in the version valid at the time of conclusion of the contract.
- 1.7 Where reference is made in these PSTC to “days”, this shall exclusively mean business days, i.e. days from Monday to Friday, excluding nationwide statutory public holidays as well as statutory public holidays in the German federal states of Hamburg and Bavaria.
- 1.8 Ancillary agreements, deviating agreements, and legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notice of defects, withdrawal, or reduction of price) must be made in writing. This shall also apply to any waiver of the written form requirement. Written form within the meaning of these PSTC includes written and text form (e.g. letter, email). Statutory form requirements and further evidence obligations shall remain unaffected.

2 Transferability

- 2.1 The customer shall be entitled to transfer or resell the services offered under these PSTC to its end customers, provided that such end customers are enterprises within the meaning of Section 14 of the German Civil Code (BGB). However, the customer shall remain responsible for the fulfillment of all contractual obligations and shall ensure that its end customers comply with these PSTC. Furthermore, the customer may neither assign nor transfer its rights and obligations under this contract, in whole or in part, without our prior written consent. Hereinafter, unless expressly stated otherwise, the term “customer” shall refer to our customer or, where a transfer has taken place in accordance with these PSTC, to its end customer.
- 2.2 The customer shall ensure that its end customers are informed of the provisions of these PSTC and accept that the service is provided exclusively in accordance with these conditions.
- 2.3 The customer shall ensure that, in the course of any transfer or resale of the services offered under these PSTC, all applicable legal and regulatory requirements, including national and international sanctions, trade restrictions, and export control regulations, are complied with. The customer shall be obligated to take all relevant measures to ensure that no transaction or transfer violates such regulations. Responsibility for compliance with these provisions shall rest solely with the customer.

3 Contract Term

- 3.1 The service may be purchased with different contract terms.
- 3.2 The term of the service contract shall commence on the date of issuance of our invoice.
- 3.3 Unless otherwise agreed, upon expiry of the original contract term, the service contract shall be automatically renewed for successive periods of one calendar year each. Automatic renewal shall take place up to a maximum total term of ten (10) years. Upon expiry of the total term of ten (10) years, the service contract shall terminate automatically. We reserve the right to suspend or terminate the automatic renewal at any time without stating reasons. In such case, the customer shall be notified without undue delay in writing or electronically of the suspension or termination of the renewal. The customer shall be entitled to cancel the automatic renewal in writing or by email to the helpdesk support no later than thirty (30) calendar days prior to the expiry of the respective contract term. Upon expiry of this period, the automatic renewal for the next contract year shall take effect. The conditions of the automatic renewal shall correspond to the existing contractual conditions, unless the customer is informed of changes at least sixty (60) calendar days prior to the commencement of the renewal period.
- 3.4 The price for each renewal of the service contract for an additional calendar year shall be calculated based on the originally agreed total price of the base service contract. The base service contract is the service contract initially concluded, which is renewed in accordance with Section 3.3 of these PSTC. For calculating the renewal price, the total price of the base service contract shall be divided by the contractually agreed original term of the base service contract in years. The amount thus determined shall constitute the price for each renewal year.

4 Application Process

- 4.1 The use of the service shall be requested by the customer from the Service Helpdesk Support (hereinafter “Helpdesk Support”) by telephone or by electronic means (e.g. email) during normal business hours.
- 4.2 The contact details of the Helpdesk Support are stated in the certificate documentation and on our website.
- 4.3 Within the scope of the application process, the customer shall be obliged to identify itself by stating its contract number. The contract number can be found in the respective certificate. If identification is unsuccessful, the Helpdesk Support shall be entitled to reject the customer’s request.
- 4.4 Calls to the Helpdesk Support may be recorded, insofar as this is permissible under the General Data Protection Regulation (GDPR) and other relevant statutory provisions applicable in the respective jurisdiction.

5 Protect+

5.1 Protect+ Service

- 5.1.1 The Protect+ Service shall generally include the free shipment of replacement devices, reverse logistics for the collection of a device that is not functioning properly, and Helpdesk Support.

a) Free Shipment of Replacement Devices

- If the customer is entitled to the Protect+ Service in accordance with Section 5.3 of these PSTC, we shall, at our expense, ship a replacement device to the delivery address provided by the customer in accordance with Section 5.2.3 of these PSTC.
- Depending on availability and the specific circumstances of the individual case, a comparable replacement device with the same technical specifications or an identical device shall be provided. The replacement device may also be of higher quality and may differ visually from the original variant (e.g., color, shape, etc.).
- Shipment shall be made in accordance with Incoterms DDP.
- We shall make reasonable efforts to hand over the replacement device to a shipping service for dispatch on the next business day after the request has been made in accordance with Section 4 of these PSTC. If this is not possible, we shall inform the customer without undue delay and provide a new shipping date.
- The replacement device may be a refurbished device.
- We reserve the right, in certain situations, to replace only defective parts instead of performing a complete device exchange. The Helpdesk Support shall review each case individually and decide at its reasonable discretion whether a partial replacement shall be performed. The customer shall be informed of the decision. The remaining service term shall be transferred to the replacement components provided.
- The free shipment of replacement devices is limited to three (3) damage cases per calendar year per registered device. Once this maximum number is reached, the entitlement to further free shipment of replacement devices for the current year shall lapse. Damage cases not utilized cannot be carried over to the following year.

- The first delivery attempt of the replacement device shall be free of charge. If the first delivery attempt fails due to a reason attributable to the customer, we reserve the right to charge the customer for any subsequent delivery attempts. If delivery ultimately fails and the reason is attributable to the customer, we shall invoice the customer for all return costs.

b) Reverse Logistics for Collection

- If the customer is entitled to the Protect+ Service in accordance with Section 5.3 of these PSTC, we shall undertake to ensure that the defective device is collected at the address provided by the customer in accordance with Section 5.2.3 of these PSTC.
- The customer shall receive a suitable shipping package from us for the reverse logistics. This shipping package shall be the same package in which the customer received a replacement device in accordance with Section 5.1.1(a) of these PSTC. Unless otherwise agreed, the customer shall include, in addition to the defective device, all accessories (e.g., cables, screws, remote controls, etc.). Missing accessories or a missing shipping package shall be invoiced to the customer.
- The customer shall ensure that the packaged defective device is made available at the curb for collection and loading by our carrier and that it is properly packaged to prevent transport damage.
- The first collection attempt shall be free of charge. If the first collection attempt fails due to a reason attributable to the customer, we reserve the right to invoice the customer for subsequent collection attempts. In the event of a third failed collection attempt for which the customer is responsible, we reserve the right to charge the full purchase price of the device.

c) Helpdesk-Support

The Protect+ Service additionally includes supplementary Helpdesk Support. This support shall comprise the following services:

Unlimited, exclusive helpdesk support	✓ Exclusive digital support via a modern ticketing system ✓ Transparent tracking of submitted support requests ✓ Handling of ticket requests by subject matter experts ✓ Availability of the ticketing system via email in accordance with Section 4 of the PSTC ✓ Number of support requests per year: unlimited
Unlimited, exclusive telephone support	✓ Exclusive telephone support ✓ Handling of the telephone hotline by subject matter experts ✓ German-language telephone support during normal business hours ✓ Exclusive English-language telephone support 24/7, Monday to Friday ✓ Number of support requests per year: unlimited

5.1.2 The Protect+ Service is linked to the device and its serial number and may not be transferred to other devices. The only exception is the transfer of the remaining service term in connection with the provision of a replacement device in accordance with Section 5.1.1(a) of the PSTC.

5.2 Service Area

- 5.2.1 The Protect+ Service pursuant to Sections 5.1(a) and (b) of these PSTC shall be available exclusively within EU member states, excluding territories located outside the European mainland. States or territories outside the EU, as well as the regions classified as “outermost regions” in accordance with Article 349 of the Treaty on the Functioning of the European Union (TFEU), are excluded from the service.
- 5.2.2 Furthermore, the Protect+ Service shall not apply to hard-to-reach areas such as islands, remote mountainous regions, or regions in extreme peripheral locations. These include, but are not limited to:
- Germany: Heligoland and the Frisian Islands
 - Austria: high alpine mountainous regions
 - Other EU countries: islands or regions that can only be serviced under difficult conditions by standard shipping providers (e.g., UPS, DHL, etc.)
- 5.2.3 In accordance with Section 5.6 of these PSTC, the customer shall be obliged to provide an address. This must be the address at which the device is installed or used. The address must be within the defined service area and comply with the conditions set out above. If the address provided is outside the service area or does not meet the stated conditions, we reserve the right to refuse acceptance of the contract or to restrict the Protect+ Service under certain conditions.
- 5.2.4 If a customer provides a delivery address that is outside the defined service area or in a potentially excluded area, we may, at our sole discretion, propose an individual arrangement. Such proposal may include additional costs and may deviate from the standard scope of services.
- 5.2.5 We reserve the right to modify the service area at our sole discretion. Any such changes shall be communicated to the customer with reasonable prior notice.

5.3 Entitlement to Service

- 5.3.1 The purchaser shall be entitled to the Protect+ Service if:
- a) a device purchased from us,
 - b) which is covered by the Protect+ Service,
 - c) is not functioning properly, and
 - d) the use of the Protect+ Service has been requested during the contract term in accordance with the conditions of these PSTC.
- 5.3.2 The assessment of whether a device is functioning properly within the meaning of Clause 5.3.1(c) shall rest exclusively with us. Our assessment shall be made at our reasonable discretion and shall be based on the concept of material defect pursuant to Section 434 of the German Civil Code (BGB).
- 5.3.3 The specific services and scope of the Protect+ Service are conclusively governed by Section 5 of these PSTC.
- 5.3.4 By way of derogation from Section 5.3.1(a), entitlement to the Protect+ Service shall also exist for a device that was not purchased from us, provided that we have expressly agreed to the conclusion of the contract and the provision of the service and that the other conditions of these PSTC are fulfilled.

5.4 Exclusions

5.4.1 Claims under Section 5.1 of these PSTC shall be excluded for damage or defects that:

- a) are caused by the customer, its end customer, or any other third party;
- b) arise from the integration of other devices that are connected to or can be used with the device or the replacement device;
- c) are caused by improper use, operation, or handling of the device;
- d) arise from misuse, including, but not limited to, physical, cosmetic, or superficial damage, improper installation or use of the device, failure to comply with the manufacturer's or our instructions, inadequate maintenance of the device in accordance with the manufacturer's instructions, or modifications to the device;
- e) are caused by virus infection, malware (including, but not limited to, viruses, trojans, spyware, ransomware) or by the use of software that was not supplied with the device or expressly approved by us, or by software that was improperly installed, manipulated (e.g., by jailbreaking software), or otherwise altered in a manner not in accordance with the manufacturer's specifications;
- f) arise from self-performed repairs or repair attempts by unauthorized persons;
- g) arise from the use of software that is so outdated that it can no longer ensure the proper functioning of the device, has been deactivated by the manufacturer, or may no longer be operated for security reasons;
- h) constitute visible or concealed transport damage;
- i) are attributable to changes or modifications to the software and/or firmware made after delivery of the goods.

5.4.2 The assessment of whether an exclusion within the meaning of Clause 5.4 applies shall rest exclusively with us. Such assessment shall be made at our reasonable discretion and shall be based on the concept of material defect pursuant to Section 434 of the German Civil Code (BGB).

5.4.3 If the customer does not purchase the Protect+ Service together with the device, i.e. if the purchase or conclusion of the contract for the device and the Protect+ Service does not take place on the same day (the invoice date being decisive), a waiting period of thirty (30) days shall apply. During this waiting period, the customer shall be excluded from asserting any claims pursuant to Section 5.1 of these PSTC. This waiting period shall always apply if the customer purchases a Protect+ Service for a device that was not purchased from us.

5.5 Return of the Replacement Device and Reimbursement of Costs

5.5.1 If the customer receives a replacement device and it subsequently transpires, taking into account these PSTC, that the customer was not entitled to the replacement device, the customer shall be obliged to return the received replacement device to us at its own expense within seven (7) days. If the return is not effected within this period, we reserve the right to invoice the device in full.

- 5.5.2 The customer shall bear the costs of return shipment as well as all expenses associated therewith. In addition, the customer undertakes to fully reimburse the provider for all costs incurred as a result of the erroneous provision of the replacement device, including, but not limited to, shipping costs, administrative fees, and other expenses.

5.6 Customer's Duty to Cooperate

- 5.6.1 The customer shall be obliged to provide all data required for the activation of the Protect+ Service in full and in a timely manner. For this purpose, a separate form shall be made available to the customer. The deadline for completing the form within the meaning of this provision shall be communicated to the customer upon transmission of the form.
- 5.6.2 If the customer fails to complete the form in full and in accordance with the requirements of these PSTC, the issuance of a certificate shall not be possible. Without the issuance of a certificate, no contract number can be assigned. The absence of a valid contract number shall result in the customer being unable to identify itself to the Helpdesk Support within the scope of the application process pursuant to Section 4 of these PSTC, as a result of which the Helpdesk Support shall not be obliged to initiate a support case.

6 Support+

6.1 Support+ Service

- 6.1.1 The Support+ Service shall include configuration recommendations for the Microsoft ecosystem as well as the associated commissioning of meeting rooms, including the conference room solutions and end devices used. This shall include professional recommendations regarding the technical configuration and commissioning of conference room solutions and end devices, the setup of the end devices in the meeting room, and the coordination of network requirements. In addition, the Support+ Service shall include ongoing advisory support during operation to ensure functionality within the scope of the agreed services.
- 6.1.2 The provision of the Support+ Service shall be made exclusively during the term of the underlying contract. No entitlement to services outside the contract term shall exist.
- 6.1.3 Under this contract, we shall not owe any specific result or concrete work outcome. This contract is expressly a service contract within the meaning of Sections 611 et seq. of the German Civil Code (BGB). Our obligation shall consist solely in the provision of the agreed Support+ Service to the best of our knowledge and in accordance with generally accepted professional standards applicable at the time the service is rendered.
- 6.1.4 The use of our services shall be based on the principle of fair usage. If, in our reasonable discretion, the usage significantly exceeds the intended contractual scope or if requests repeatedly relate to topics outside the agreed scope of services, we shall be entitled to enter into a separate commercial agreement with the customer or to continue providing the services only within the framework of an extended or individual service contract.
- 6.1.5 Services for products, software versions, or end devices that have reached "End of Life" (EOL) or "End of Support" (EOS) status according to the respective manufacturer, or that are not officially certified for the platform used, are excluded.

- 6.1.6 In the context of providing the Support+ Service, we explicitly neither have the possibility nor the authority to access the customer's systems via remote maintenance or remote tools. Likewise, we shall not receive any access rights or logins to user accounts or data in the collaboration or communication platforms used, or in any other customer systems.
- 6.1.7 Our consulting and support services within the framework of the Support+ Service shall be provided exclusively remotely via common communication channels such as telephone or email. On-site support shall not be owed.
- 6.1.8 The Support+ Service additionally includes supplementary Helpdesk Support. This shall include, in particular:

Unlimited, exclusive helpdesk support	✓ Exclusive digital support via a modern ticketing system ✓ Transparent tracking of submitted support requests ✓ Handling of ticket requests by subject matter experts ✓ Availability of the ticketing system via email ✓ Number of support requests per year: unlimited
Unlimited, exclusive telephone support	✓ Exclusive telephone support ✓ Handling of the telephone hotline by subject matter experts ✓ German-language telephone support during normal business hours ✓ Exclusive English-language telephone support 24/7, Monday to Friday ✓ Number of support requests per year: unlimited

- 6.1.9 We shall be entitled, at our reasonable discretion, to refuse individual services if their provision is unreasonable for us or if legal, licensing, or manufacturer-related requirements prevent their provision. This shall apply in particular if the execution of the service would require specific certifications that we do not possess, if we do not have the corresponding rights from the manufacturer or third parties, or if the provision of the service would otherwise be legally prohibited. In such cases, we shall be obliged to inform the customer without undue delay.
- 6.1.10 The Support+ Service is booked for a specific Microsoft Teams Rooms ("MTR")-capable device installation and is tied to the MTR-capable devices of this installation. If, in the course of service delivery, it is determined that MTR-capable products are used within the installation and/or the Microsoft Teams Room tenant which were not procured through us, we shall be entitled to suspend the provision of services, in whole or in part, provided and to the extent that the scope of the Support+ Service also substantively covers such products, until a corresponding Support+ Service agreement has been concluded for all devices covered by the service provision.

6.2 Customer's Duty to Cooperate

- 6.2.1 The customer shall ensure that all documents necessary for the performance of our services are provided to us in a timely manner, that we are supplied with all required information, and that we are informed of all processes and circumstances relevant to the provision of the service. This shall also apply to documents, processes, and circumstances that only become known during the course of service provision.

- 6.2.2 At our request, the customer shall confirm in writing the accuracy and completeness of the documents submitted as well as of its information and oral statements.
- 6.2.3 If the customer fails to comply with its cooperation obligations, we shall be entitled to suspend the provision of services until these obligations are fully fulfilled. In such case, agreed deadlines shall be extended appropriately, and the customer shall bear all costs incurred as a result.

7 Deploy+

7.1 Deploy+ Service

- 7.1.1 The Deploy+ Service shall include the customer installation of devices in accordance with the technical operating and installation instructions of the manufacturer and in compliance with the applicable legal framework. The Deploy+ Service shall be provided exclusively by non-electrically skilled personnel within the meaning of DIN VDE 0105-100. Such personnel shall be entitled to perform only those activities that ensure full protection against electrical contact and do not require any electrical expertise.
- 7.1.2 The Deploy+ Service shall, in particular, include the following activities:
- a) Unpacking the devices to be installed and removing protective films
 - b) Assembling the devices to be installed and their accessories
 - c) Connecting devices with their accessories (e.g., mounting a display on its bracket)
 - d) Connecting non-fixed equipment to the electrical supply network via sockets
 - e) Using extension cords (e.g., connecting and disconnecting device power cords, extension cords, and cable reels)
 - f) Professional device configuration taking into account the local installation requirements
 - g) Professional demonstration and on-site training of the assembled devices
 - h) Simple cleaning tasks after installation (e.g., exterior cleaning of enclosed systems)
- 7.1.3 Unless expressly agreed otherwise, the following services are not included in the scope of the Deploy+ Service:
- a) Any activities which, pursuant to applicable laws or relevant DIN/VDE standards, require the involvement of a qualified electrician
 - b) Any activities where adequate protection against electric shock (protection against direct contact) is not ensured
 - c) Work on or within electrical installations, in particular access to locked electrical distribution rooms and the connection of permanently installed equipment
 - d) Any structural or manual works arising directly or indirectly from the installation, including but not limited to drilling, cutting, wall mounting, installation or modification of electrical infrastructure (e.g. power outlets), structural assessments, as well as painting or electrical installation works
 - e) Network and IT infrastructure services, in particular network design, network segmentation, firewall configurations, VPN setups, WLAN optimization, and configurations in the field of telecommunications and unified communications (UC)
 - f) Activities related to IT systems, in particular server, client, domain, or mobile device management (MDM) configurations
 - g) Provision, management, or activation of software licenses, cloud accounts, vendor subscriptions, and any related registration or activation processes

h) Disposal of legacy equipment and packaging materials

Services related to third-party products or systems not expressly specified in the offer or contract, including troubleshooting and remediation of customer-side or third-party systems

7.1.4 The Deploy+ Service may only be booked for products purchased from us. The provision of services for products, devices, components, or accessories not purchased from us is possible; however, the customer must expressly inform us of this prior to commissioning, and the inclusion of such products must be separately agreed upon before the commencement of services. Without such prior notification and express agreement, there shall be no entitlement to the provision of services for such products. This shall also apply if these products are functionally, spatially, or technically connected to the products purchased from us or are to be used together as part of the installation.

7.2 Service Area

7.2.1 Unless expressly agreed otherwise, the Deploy+ Service shall be available exclusively within the Federal Republic of Germany and Austria

7.2.2 . Furthermore, the Deploy+ Service shall not be provided in hard-to-reach areas. This shall, in particular, include islands, remote mountainous regions, and areas in extreme peripheral locations where accessibility or logistical connection is only possible under difficult conditions.

7.3 Contract Term & Application Process

7.3.1 The provisions of Sections 3 (Contract Terms) and 4 (Application Process) of these Service Terms and Conditions shall not apply to the Deploy+ Service, unless expressly agreed otherwise.

7.3.2 The Deploy+ Service shall always relate to a specific individual contract and shall include solely the one-time provision of services in accordance with the scope of services agreed in the respective main contract. The Deploy+ Service shall not establish a continuous service relationship, a contract term within the meaning of Section 3, or an automatic renewal.

7.3.3 The Deploy+ Service is not certificate-based. In particular, the customer shall not receive any certificate, contract number, or other service-related documentation intended for ongoing service contracts in connection with the Deploy+ Service. The application and execution of the Deploy+ Service shall be based exclusively on the individual contractual agreement.

7.4 Customer's Duty to Cooperate

7.4.1 The customer shall be obliged to perform all cooperation actions necessary for the proper execution of the Deploy+ Service in a timely, complete, and free-of-charge manner.

7.4.2 In particular, the customer shall ensure that:

- a) access to the installation sites is fully available at the agreed time,
- b) the spatial, structural, and technical conditions for the installation of the devices are in place and comply with the manufacturer's specifications as well as legal and normative requirements,
- c) a functioning power supply and, where necessary, a functioning network and internet connection are available at the installation site,
- d) all information, documents, and approvals relevant to the provision of services are provided in a timely manner,
- e) any required permits, consents, or coordination with third parties, in particular with landlords, owners, or authorities, have been obtained prior to the commencement of service provision.

- 7.4.3 If the provision of services is delayed or becomes impossible because the customer fails to fulfill its cooperation obligations, does not fulfill them in a timely manner, or does not fulfill them properly, we shall be released from our obligation to perform for the duration of the delay. Any additional expenses or waiting times incurred as a result may be invoiced separately to the customer.
- 7.4.4 The agreed scope of services is based on the information provided by the Customer prior to the conclusion of the contract. The Customer shall provide all information required for the planning and execution of the services completely and accurately prior to the commencement of the services. This includes, in particular, device and accessory lists, installation locations, plans, measurements, and any specific on-site conditions. Any discrepancies between the information provided by the Customer and the actual conditions on site may result in an adjustment of the scope of services and additional costs. Scheduling of the service performance shall only take place once all information required for the execution of the services has been provided in full. To the extent that configuration services are part of the agreed scope, the Customer shall provide all required access credentials, network parameters, approvals, WLAN details, IP information, and any other technical data in a timely manner. The Customer shall further ensure that any required maintenance windows, access authorizations, and internal approvals are organized and made available in due time.
- 7.4.5 Prior to the commencement of the services, the Customer shall designate a responsible contact person and provide their contact details (email and telephone). The Customer shall ensure that such contact person is available during the performance of the services and is authorized to make all necessary organizational and technical decisions and to issue binding approvals.

7.5 Acceptance

- 7.5.1 To the extent that the agreed scope of the Deploy+ Service qualifies as a contract for work and services within the meaning of Sections 631 et seq. of the German Civil Code (BGB), the provisions governing contracts for work and services shall apply to the respective contractual relationship.
- 7.5.2 Acceptance of the contractual performance shall take place upon completion of the Deploy+ Service. Partial acceptance shall not occur. At the request of either contracting party, an acceptance protocol may be prepared, which must be signed by both parties. If no acceptance protocol is prepared, the parties shall agree on tacit acceptance. Tacit acceptance shall occur if the customer, without expressly stating so, indicates through its conduct with sufficient clarity that it acknowledges the work received as essentially in accordance with the contract. The Customer may not refuse acceptance due to minor defects (Section 640 (1) sentence 2 BGB).
- 7.5.3 The right of termination pursuant to Section 648 of the BGB is excluded.
- 7.5.4 Claims for material and legal defects shall, deviating from Section 634(1) No. 1 BGB, expire within twelve (12) months from acceptance.
- 7.5.5 After acceptance of the service, the burden of proof for the existence of defects that already existed or were latent at the time of acceptance shall rest with the customer.

8 Miscellaneous

- 8.1 We reserve the right to engage third parties in the provision of the service, in whole or in part. Such engagement shall be carried out in compliance with applicable legal provisions and in a manner that

preserves the quality of the service. The use of third parties shall not release us from our responsibility for the proper fulfillment of our obligations under the contract.

- 8.2 In the event of non-payment or incomplete payment of the price for the service or its renewal, as well as in the event of non-performance, untimely performance, or improper fulfillment of the customer's cooperation obligations, we expressly reserve the right to provide the service subject to payment of the outstanding amount or the provision of the required cooperation.

9 Jurisdiction, Place of Performance, Choice of Law

- 9.1 This PSTC are provided in the English language for convenience. In the event of any discrepancies or inconsistencies between the English version and the German version, the German version shall prevail.
- 9.2 These PSTC, as well as the entire contractual relationship between us and the customer, shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 9.3 The place of performance for all obligations arising from the contractual relationship shall be Hamburg. The place of jurisdiction for all disputes arising from or in connection with the contractual relationship, including its formation and validity, shall be Hamburg in the case of merchants, legal entities under public law, or special funds under public law. The same shall apply if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB). However, we shall be entitled to bring an action against the customer at its registered office.