

Terms and Conditions for the Provision of Goods and Services by Minimax GmbH



Last updated: 4 March 2026

A. General Provisions

1. Scope of Application / Exclusion of Third-Party Terms and Conditions

The following terms and conditions shall apply to all – including future – deliveries, services and offers from MINIMAX GmbH ("MINIMAX") even without express agreement, unless deviating terms and conditions have been expressly agreed. MINIMAX does not recognise the client's general terms and conditions; these are expressly rejected. These terms and conditions shall apply even if MINIMAX fulfils its contractual obligations without reservation whilst being aware of the client's conflicting or deviating terms and conditions.

In the case of the supply of goods only, the "Terms and Conditions for the Supply of Components for Fire Protection Systems by Minimax GmbH", which we will be happy to send to you on request.

2. Conclusion of Contract

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

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

2.3. If the client's order constitutes an offer under Section 145 of the German Civil Code (BGB), MINIMAX may accept this offer within two weeks of its receipt, unless the client has specified a different acceptance period.

2.4. If MINIMAX's offer was not marked as binding or the acceptance period has expired, a contract shall only come into effect upon written order confirmation by MINIMAX. Should there be no order confirmation in individual cases or should the contract come into effect without an order confirmation, MINIMAX's offer shall be decisive for the content of the contract. If the client and MINIMAX have jointly signed a written document regarding the delivery and this document contains all the terms of the contract, this document shall be deemed 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 of the grant of the export licence. The same applies to the issue of a "zero notice" (see 3. below), provided that MINIMAX has referred to this in the quotation or in the order confirmation.

2.6. Contractual components and their order (unless otherwise agreed) are:

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

In the event of any conflict between the aforementioned components of the contract, the order of precedence of the provisions shall be determined by the sequence set out above, whereby the provision taking precedence shall supersede the subordinate provision to the extent that the provision taking precedence is open to supplementary interpretation.

3. Export Control

"The conclusion and performance of the contract ("Transaction") are subject to the condition of permissibility under export control law in accordance with applicable German and EU law; this also applies in relation to applicable US and other national law, insofar as this is not precluded by German or European legal provisions. The parties shall assist one another, in particular by providing all necessary information and documents ("duty to cooperate"), in order to be able to examine any restrictions under export control law and ensure compliance therewith (e.g. regarding the obtaining of official authorisations/information or the fulfilment of notification obligations).

If MINIMAX has any doubts as to whether such restrictions apply, MINIMAX may require that a legally binding opinion be obtained from the competent export control authority (e.g. a 'no-objection notice').

If export control restrictions prevent the transaction from proceeding, or if such doubts cannot be dispelled by a statement to that effect within three months of MINIMAX making a request to that effect, or if the contracting party fails to fulfil its duty to cooperate within three weeks of being requested to do so by MINIMAX, MINIMAX shall be 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 regard are excluded, except in cases of intent or gross negligence."

The MINIMAX product portfolio contains goods listed in Annex XL of Regulation (EU) No 833/2014. Insofar as the products supplied under this contract contain such listed goods, the re-export of both the supplied products and these goods to Russia or for use in Russia is hereby contractually prohibited in accordance with Article 12g(1) of Regulation (EU) No 833/2014.

The MINIMAX product portfolio contains goods included in the list in Annex XXX to Regulation (EU) No 765/2006. If the products supplied under this contract contain such listed items, the re-export of the supplied products to Belarus or for use in Belarus is hereby contractually prohibited in accordance with Article 8g(1) of Regulation (EU) No 765/2006.

4. Rights to documents

MINIMAX holds the sole ownership and copyright to tender documents, illustrations, drawings, calculations and other documents – including those in electronic form. They may not be made accessible to third parties, or reproduced or distributed by the client or through third parties, without the express consent of MINIMAX, unless

a) this is required due to mandatory applicable legal frameworks or a court or regulatory order, and the Client has immediately informed MINIMAX in writing of the relevant obligation, or

b) the confidential information is made available to the client's advisers in connection with the interpretation or execution of the contractual documents or any resulting dispute, and the adviser has previously undertaken in writing to the client to maintain confidentiality or is already bound by professional confidentiality."

Information and documents provided to MINIMAX by the Client shall be deemed non-confidential unless they are expressly marked as confidential.

5. Specification of the scope of services / Exclusions from the scope of services

a) Provision of scaffolding, power and other assembly equipment

MINIMAX shall provide only those services expressly designated as MINIMAX's obligations in the relevant contract. The client shall, at its own expense, perform all other services, fulfil all obligations to cooperate and provide all necessary facilities required for the performance of the services in a timely manner. These include, in particular, the items required for assembly, such as scaffolding, lifting equipment and other apparatus, as well as an adequate supply of energy and water at the site of use, including the necessary connections, heating and lighting, protective clothing and protective equipment required due to the specific circumstances of the work site.

For further site-specific requirements, please refer to the section "Site-specific requirements" and the appendix included therein.

b) Obligation to notify of events, faults and changes

The client must inform Minimax of all events directly or indirectly related to the fire protection system prior to the commencement of work. These include, for example, fires or faults, as well as changes to the system, the building or its use.

c) Structural data and routing of pipes and cables

The Client must provide the necessary details regarding the location of concealed electrical, gas and water pipes or similar installations, as well as any required structural data, prior to the commencement of work.

d) Additional costs in the event of delays

If the provision of services is delayed due to circumstances for which MINIMAX is not responsible, the client shall bear, to a reasonable extent, the costs for waiting time and any additional travel required by MINIMAX employees or the installation personnel deployed. If the client is also not responsible for the circumstances or if a case of force majeure applies, no such claim shall arise.

e) Certificates of completion

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

f) Uninterrupted work

Our service is contingent upon uninterrupted operation. If the work requires tasks to be continued on the following day, the fire suppression system will be left out of operation in the meantime. During periods when the system is not operational, the client bears sole responsibility for ensuring fire safety and is responsible for organising any necessary compensatory measures.

g) Note on the use of water-polluting substances

The operation of fire suppression systems may require the use of water-polluting substances such as foaming agents, corrosion inhibitors, algacides, antifreeze and/or fuel. Due to the nature of the system, the fire suppression agent may leak from the building. The operator must ensure that any leaking fire suppression agents and fuels are properly collected and disposed of. MINIMAX shall not be liable for environmental damage and/or consequential environmental damage and/or other damage of any kind in the event of activation. We strongly recommend consulting the relevant authority/wastewater disposal operator.

Drainage facilities provided by the operator must be designed to ensure that water-polluting substances are properly collected and/or disposed of. If the operator designates a drain or collection device to MINIMAX, MINIMAX may assume that it complies with the Water Pollution Control Act (AwSV). Should this not be the case, the operator shall, at their own expense and on their own responsibility, provide a suitable collection device and, as the responsible party, shall dispose of the collected water-polluting substances on their own responsibility.

h) Use of subcontractors

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

6. VdS site visits

The client must facilitate any necessary site inspections carried out by VdS (including those relating to MINIMAX's installer accreditation).

7. Data transmission from MINIMAX headquarters

The Client authorises MINIMAX to read the data from the control units installed by MINIMAX and hereby grants MINIMAX a non-exclusive, irrevocable right to use all collected data (MINIMAX data) for the purpose of providing the services, creating aggregated data derived from the collected data—such as statistical analyses, reports and related services.

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

MINIMAX Data does not contain any information or data that could identify the Customer or third parties as a business and/or personally.

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8. Prohibition on Assignment

The assignment of rights arising from the contractual relationship by the Client to third parties requires the written or email consent of MINIMAX.

9. Force majeure

9.1 Force majeure shall be deemed to exist if an event occurs which prevents MINIMAX or the Client ("affected contracting party") from fulfilling one or more of their obligations under the contract, provided that the contracting party affected by the impediment proves that:

- a) this obstacle is beyond its 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 contracting party.

9.2 If the affected contracting party fails to fulfil one or more of its contractual obligations due to the failure of a third party to whom it has entrusted the performance of the whole or part of the contract, the affected contracting party may invoke force majeure only to the extent that the requirements for 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 Pending proof to the contrary, the following events affecting the affected contracting party shall be presumed to fulfil the conditions for the acceptance of force majeure under paragraph 1(a) and (b). In this case, the affected contracting party need only prove that the condition under paragraph 1(c) is in fact fulfilled:

- a) war (whether declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation;
- b) Civil war, civil unrest, rebellion and revolution, military or other seizures of power, insurrection, acts of terrorism, sabotage or piracy;
- c) Currency and trade restrictions, embargoes, sanctions;
- d) Lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation;
- e) Plague, epidemic, natural disaster or extreme natural event;
- f) Explosion, fire, destruction of equipment, prolonged failure of transport, telecommunications, information systems or energy supplies;
- g) General industrial unrest such as boycotts, strikes and lockouts, work-to-rule, occupation of factories and buildings.

9.4 The affected contracting party must notify the other party of the event immediately by email.

9.5 A contracting party affected by such an event 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, this shall only apply if it notifies the other contracting party of the occurrence of the event in accordance with paragraph 1 without delay. If the notification is not made without delay, 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 performance of its obligations, if force majeure is indeed deemed to exist, from the time of such notification.

9.6 If the effect of the event invoked is temporary, the consequences set out in paragraph 5 shall apply only for as long as the invoked impediment prevents the affected party from fulfilling its contractual obligations. The affected party must notify the other party as soon as the impediment no longer prevents it from fulfilling its contractual obligations.

9.7 The affected contracting party is obliged to take all reasonable measures to limit the effects of the event invoked in relation to the performance of the contract.

9.8 If the duration of the claimed impediment results in the performance of the contract becoming wholly or partially impossible, either contracting party may terminate the contract within a reasonable period. The contracting parties expressly agree that the contract may be terminated if the duration of the event referred to in paragraph 1 exceeds 120 days.

9.9 If paragraph 9.8 applies and one party has gained an advantage in the performance of the contract prior to its termination as a result of an act by the other party, it must compensate the other party for the value of that advantage.

10. Reservation of self-supply

In view of the current supply situation for various raw materials, it cannot be guaranteed that, despite sufficient orders, there will always be enough raw materials available to manufacture all outstanding orders. In this respect, our offer to you is subject to a reservation of supply in that, in the event of non-delivery or insufficient delivery of our prefabricated components, even though we have placed corresponding orders with reliable suppliers, we shall be released from our obligation to perform to the extent that we may postpone the agreed delivery dates or withdraw from the contract. We are obliged to inform the client immediately of the unavailability of the service and, in the event of withdrawal, shall immediately refund any consideration already paid by the client. The reservation regarding our own supply shall not apply if the non-delivery or delay is attributable to MINIMAX.

B. Prices and Terms of Payment

I. General provisions regarding prices and terms of payment

1. Price Fixation Period

Prices are calculated on the basis that all work will be completed within the agreed completion period. Should the completion period be exceeded by 6 weeks, MINIMAX may demand a price adjustment in the amount of the actual cost increases, provided that these are not offset by cost reductions elsewhere.

2. Effect of changes to laws/regulations

Any additional costs arising after the conclusion of the contract due to changes in laws, regulations, decisions by authorities and associations, and other provisions shall be borne in full by the client.

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

- Certificates, taxes and acceptance fees for the installation by the technical inspection body of VdS Schadenverhütung GmbH, the Technical Inspection Association (TUV) or other institutions;
- Costs arising from working outside normal working hours (such as work outside Minimax's standard working hours and night-time surcharges, travel expenses, etc.). These costs shall be invoiced in accordance with Section B. II. a) 4. and 5. of the current Terms and Conditions for the Provision of Goods and Services by MINIMAX GmbH, as well as the price list for contract work on fixed fire protection systems, including fire alarm systems (PSBS).

4. Site-provided services

The basis of the contract is the timely provision of the client-supplied services included as the basis of the contract, in accordance with the 'Client-Supplied Services' appendix valid at the time of commissioning, which we will be happy to send you on request.

5. Provision of premises

For the storage of materials and tools and for the accommodation of the installation personnel, the Client must provide a lockable room for the duration of the agreed execution period and, in winter, a heated and lockable break room for the installation personnel. Furthermore, the Client must ensure that toilets and washing facilities are available to the installation personnel. Should the Client fail to fulfil these obligations, MINIMAX shall be entitled, after setting a reasonable grace period, to provide these facilities at the Client's expense.

6. Restriction on set-off

The Client may only set off claims that are undisputed or have been legally established, or that arise from the same legal relationship. This also applies to rights of retention.

7. Pricing / VAT

All prices are net prices and are payable plus the applicable statutory VAT.

8. Material costs / Disposal

8.1 Where MINIMAX's quoted prices do not include materials, any materials and testing equipment used (leak detection spray and test gases, etc.) shall be charged additionally at the applicable rates in accordance with MINIMAX's price list. Replaced parts remain the property of the client and must be disposed of by the client, unless MINIMAX is obliged to do so by mandatory statutory provisions. If MINIMAX undertakes the disposal of the replaced parts outside of any legal obligation, MINIMAX shall be entitled, provided that disposal is not legally required to be carried out free of charge, to charge a disposal fee of €10.00 per invoice in addition to the disposal costs.

8.2 Packaging disposal

MINIMAX ensures the return of packaging supplied by MINIMAX from the client, as well as its proper and appropriate recycling. In doing so, MINIMAX fulfils the take-back obligation in accordance with Section 15 of the Packaging Act. The purpose of the take-back obligation is to ensure that packaging is collected separately from other waste so that it can be properly recycled or reused.

Returns are accepted at MINIMAX, Industriestraße 10/12, 23843 Bad Oldesloe, on working days during normal working hours. The client must deliver the packaging to MINIMAX and give prior notice of the return.

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

If the packaging supplied by MINIMAX is not returned in accordance with the preceding paragraph, the client shall be responsible, at their own expense, for the proper and appropriate recycling of the packaging.

8.3 Disposal of old equipment

The Client undertakes to dispose of the delivered goods properly at its own expense in accordance with statutory regulations once they are no longer in use. The Client shall indemnify MINIMAX against the obligations under Section 10(2) of the ElektroG (manufacturer's take-back obligation analogous to the WEEE Directive 2012/19/EU) and any related claims by third parties. The Client must contractually oblige any commercial third parties to whom it passes on the delivered goods to dispose of them properly at their own expense in accordance with statutory provisions once they are no longer in use, and to impose a corresponding

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further obligation. Should the customer fail to contractually oblige third parties to whom they pass on the delivered goods to assume the disposal obligation and to impose a further obligation, the customer shall be obliged to take back the delivered goods at their own expense upon cessation of use and to dispose of them in accordance with statutory provisions. The manufacturer's claim for indemnification by the purchaser shall not become time-barred until two years have elapsed since the final cessation of use of the equipment. The two-year period of suspension of the limitation period shall commence at the earliest Receipt of a written notification from the client to the manufacturer regarding the Termination of the contract. If the client is found to be experiencing financial difficulties, MINIMAX is entitled, in order to secure the buyer's disposal obligation, to require a bank guarantee for the amount of the expected disposal costs arising from all past transactions, or to retain payments as security.

9. Terms of payment

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

10. Right of withdrawal and cancellation / Termination

Breaches of duty by the client, in particular late payment, entitle MINIMAX, following the fruitless expiry of a reasonable period set for the client, to performance, to withdraw from the contract and to reclaim the goods; the statutory provisions regarding the dispensability of setting a deadline remain unaffected. The client is obliged to surrender the goods.

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

In the event of termination without notice in accordance with the preceding paragraph, MINIMAX shall be entitled to lump-sum compensation amounting to at least the outstanding remuneration up to the date of the next possible termination; such compensation shall be due immediately and payable on first demand. The parties shall be entitled to prove that the actual loss is greater or lesser. The lump-sum compensation shall be set off against the proven damage following a court ruling, and the difference shall be reimbursed to the prevailing party.

Upon termination or expiry of the contract, the Client must return the equipment and SIM cards provided by MINIMAX under this contractual relationship, or enable the deactivation of an eSIM. The Client shall have no right of retention over the aforementioned items.

The deactivation of automated processes in the customer's own installed systems is not included in the scope of this contractually agreed service and must be commissioned separately. MINIMAX would be happy to provide a quotation for this.

11. Unjustified termination

If the client terminates an existing contract without legal grounds (e.g. premature termination of service contract services), MINIMAX is entitled to invoice the contractually agreed remuneration for work performed, less any expenses saved, on a flat-rate basis.

II. Special conditions for various deliveries and services

a) Work

1. Billing based on time spent / work certificates

Services provided on a contract basis are invoiced on a time-and-materials basis. A timesheet detailing the time spent will be issued and submitted to the client's designated representative for approval. If the client does not designate a representative, or if the representative is not present to review and countersign the timesheet, the client shall, in the event of any dispute, bear the burden of proving that the timesheet is inaccurate.

2. Reference to current price list

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

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

3. Travel to and from the site / waiting time

3.1 Work on a time and materials basis

Unless otherwise specified in an individual contract, the distance travelled and travel time for journeys to and from the site are calculated on a flat-rate basis as follows:

- Distance to be invoiced:
Journey between the supervising office and the property address
- Travel time:

Calculated based on the distance travelled for the outward and return journeys at the following assumed speed:

- Within built-up areas: 35 km/h
- Outside built-up areas: 70 km/h

3.2 Emergency call-outs outside normal working hours

Unless otherwise specified in an individual contract, the distance travelled and journey time for journeys to and from the workplace shall be calculated as follows:

- Distance to be claimed:
The actual distance travelled by the employee on duty
- Travel time:
Determined in accordance with the above point 'Work on proof'.

3.3 Waiting time and interruptions to installation

Waiting times and installation interruptions for which Minimax is not responsible will be invoiced in accordance with the terms of the current price list.

4. Normal working hours

MINIMAX's standard working hours are: Monday to Friday, 06:00 to 18:00.

5. Surcharges

Percentage surcharges shall be applied for work outside Minimax's standard working hours, night work, work on Sundays and public holidays, and for additional difficulties: the basis for calculation shall be the hourly rates stated in the current price list.

Work outside Minimax's standard working hours	25%
Night work (between 8.00 pm and 6.00 am)	20
Work on Sundays and public holidays, provided these fall on a Sunday	75%
Work on Easter Sunday and Whit Sunday, as well as on 1 May and Christmas Day, even if it falls on a Sunday	200%
Work on all other public holidays, provided they do not fall on a Sunday	200%
Work on ladders and scaffolding where the floor covering is less than that is less than 90 cm wide, from a working height of 10 m	20%
Work in enclosed spaces, in crawl spaces up to a height of 1.20 m, in rooms with temperatures of 35°C or above	25%

If several surcharges apply at the same time, all surcharges are payable in addition to each other.

5. Other labour costs

Agreed engineering services in connection with installation work, such as installation supervision, acceptance inspections, functional tests, amendments to certificates and drawings, etc., will be invoiced in accordance with the engineering service rates specified in the current price list for contract work. Unless otherwise agreed, one hour of specialist engineering work will be charged for every 10 hours of fitter's work.

6. Service van

The use of a service van is invoiced in accordance with the terms set out in the current price list for contract work.

7. Emergency call-outs

For emergency call-outs, i.e. call-outs arranged at short notice in the event of a fault, we charge the amounts specified in the current price list for contract work for each call-out.

8. Telephone support for emergency service calls

8.1 For telephone support, the amounts specified in the current price list for contract work will be invoiced.

8.2 As part of the telephone support, MINIMAX instructs the qualified technician carried out by the client by telephone to carry out the necessary work. The client's technician carries out this work on their own responsibility.

8.3 MINIMAX cannot reliably assess the condition of the fire alarm system remotely. MINIMAX accepts no liability for faults, malfunctions, defects or damage, including consequential damage, arising from the faulty or improper condition of the system, except as provided for in the contractually agreed warranty and mandatory statutory provisions.

8.4 MINIMAX's liability for incorrect instructions provided during telephone support is subject to the condition that the inaccuracy of the instruction was apparent to MINIMAX at the time of the telephone support. The qualified technician provided by the client must in all cases be able to verify the instructions given by MINIMAX and understand their impact on the fire protection system. If the client's qualified technician recognises, or could have recognised, that an instruction may result in damage or consequential damage, they must inform MINIMAX of their concerns prior to implementing the instruction and enquire as to whether implementation should actually take place. Implementation without verification excludes any liability on the part of MINIMAX.

9. Price adjustments

MINIMAX is entitled to adjust the agreed contract prices if the level of the federal basic wage pursuant to Section 5 of the Federal Framework Collective Agreement for the Construction Industry, in conjunction with the relevant wage collective agreements ("TV Lohn/West, TV Lohn/Ost, TV Lohn/Berlin"), changes. Subject to any other agreements, the adjustment shall take place at the same time and in the same percentage ratio as the change in the federal basic wage within the respective scope of application of MINIMAX.

10. Price escalation clause

- Fixed fire protection

Should no individual price escalation clause be agreed between MINIMAX and the client for contracts relating to plant construction, services and modernisation, MINIMAX shall be entitled, provided that the performance of our services commences more than three months after the order is placed and/or the performance requires several staggered deliveries of materials, to adjust the contract sum on a flat-rate basis as follows:

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

- Structural fire protection:

If the performance of MINIMAX's services in the field of structural fire protection does not commence until more than one month after the contract is awarded, or if these services require several delayed deliveries of materials, the total contract sum shall increase in the same proportion as the consumer price index (base year 2020) has increased between the date of the quotation and the date of material delivery.

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12. Impact of operational changes to the property

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

13. Additional remuneration for work not agreed upon

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

14. Automatic commissioning of minor additional work

If, in the course of maintenance, it becomes apparent that repair work is essential to restore the system to its intended condition and that failure to carry out such work would pose a safety or operational risk to 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) in accordance with the applicable terms and conditions for the provision of goods and services by MINIMAX GmbH, as set out in the price list.

15. Right of retention

Where advance payment in the form of an annual invoice has been agreed, MINIMAX shall have a right of retention over its services in the event of default of payment by the client. MINIMAX shall therefore only perform the agreed service once the agreed advance payment has been made in full. The exercise of this right of retention shall not constitute a default on the part of MINIMAX.

b) Deliveries

1. Retention of title / Release of security

The items delivered (goods subject to retention of title) shall remain the property of MINIMAX until all claims to which MINIMAX is entitled have been satisfied. Insofar as the value of all security interests to which MINIMAX is entitled exceeds the amount of all secured claims by more than 20%, MINIMAX shall, at the client's request, release a corresponding portion of the security interests.

2. Prohibition on Pledging / Prohibition on Transfer of Ownership by Way of Security

During the period of retention of title, the Client is prohibited from pledging the goods or transferring ownership by way of security.

3. Obligation to notify in the event of access to goods subject to retention of title

In the event of attachments, seizures or other orders or interventions by third parties, the client must notify MINIMAX immediately.

III. Material defects

1. General principle

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

2. Right of choice

Where a material defect exists, the Client may demand that the defect be remedied (repair) or that a defect-free item be supplied (replacement). A claim for replacement shall only arise if MINIMAX has attempted to repair the defect unsuccessfully on at least two occasions, or if repair is impossible or has been refused by MINIMAX.

3. Warranty periods

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

4. Obligation to give notice

The client must notify MINIMAX of any material defects without delay in writing or by email.

5. Rights of retention

In the event of justified complaints, the client may withhold payments only to the extent that this is proportionate to the alleged material defects. Furthermore, the exercise of a right of retention in respect of claims that have been legally established or are undisputed remains unaffected.

6. Insignificant deviations

Claims for defects shall not arise in the case of only minor deviations from the intended quality, provided that the deviation does not impair the usability of the item for the agreed or intended purpose.

7. Failure to meet maintenance deadlines

Failure to meet maintenance deadlines entitles the client to withdraw from the contract, provided that MINIMAX does not carry out the maintenance within a reasonable period after the client has set a grace period of one month for this purpose.

IV. Liability

MINIMAX shall be liable in accordance with the statutory provisions, provided that the Client asserts claims for damages on the grounds of intent or gross negligence, including intent or gross negligence on the part of MINIMAX's representatives or vicarious agents. Insofar as there is no intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.

MINIMAX shall be liable in accordance with the statutory provisions insofar as MINIMAX or its representatives or vicarious agents culpably breach a material contractual obligation. Even in this case, liability for damages is limited to the foreseeable, typically occurring damage. Furthermore, liability for data loss caused by MINIMAX is limited to the costs of duplicating the data from backup copies to be created by the client and for restoring the data that would have been lost even with regular, risk-appropriate data backups. If the client does not maintain proper and risk-appropriate data backups, MINIMAX shall not be liable for any resulting damage.

Insofar as MINIMAX provides technical information or acts in an advisory capacity and such information or advice does not form part of the contractually agreed scope of services owed by MINIMAX, this shall be provided free of charge and to the exclusion of any liability.

Furthermore, liability for slight negligence is limited to €5 million per claim.

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

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

The above provisions apply irrespective of the legal basis for liability, in particular also to 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, reference is made to the information overview for the service contract.

V. Data Protection

The client is advised that we process the client's personal data (name, address and billing details) in accordance with the MINIMAX

"Privacy Policy for Contractual Partners", a v a i l a b l e at: https://www.minimax-viking.com/files/MINIMAX_Datenschutzerklaerung_Vertragspartner_DE_2025-06-02.pdf.

VI. Compliance / Code of Conduct

MINIMAX is subject to the group-wide Code of Conduct of MINIMAX Viking GmbH. This Code of Conduct, which applies to MINIMAX and is implemented by all employees within the company, can be provided in writing upon request. Further explanations can be provided by our Compliance Officers.

For this reason, compliance with clients' compliance frameworks, such as e.g. codes of conduct, rules of conduct or ethical guidelines for subcontractors or suppliers, is not accepted.

Upon conclusion of the contract, the client acknowledges that they regard the Code of Conduct and the Compliance Programme of Minimax Viking GmbH as equivalent to their own compliance regulations. We will be happy to send both the Code of Conduct and the Compliance Programme of Minimax Viking GmbH on request. Mandatory legal provisions remain unaffected.

VII. Permission to be included in a reference list

The Client grants MINIMAX permission to use its company name and logo free of charge in reference lists, on advertising materials 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 giving 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 newly created list of references. Failure to include the company shall under no circumstances result in MINIMAX being liable for damages to the company not included.

Prior to publication of the reference list, the authorising company shall receive a printout for review and as proof of the intended use.

Should the use of the name and/or logo in MINIMAX's reference lists not be agreed to, this paragraph VII of the General Terms and Conditions must be deleted in full by the client and the deletion initialled.

VIII. Industrial Property Rights and Copyright

If, as a result of using the subject matter of the contract, the Client is accused by third parties of infringing intellectual property rights, the Client shall inform MINIMAX of this immediately and give MINIMAX the opportunity to participate in any legal proceedings or legal defence at its own expense. However, MINIMAX is under no obligation to do so. In any event, the Client shall support MINIMAX in every respect in its legal defence. The costs of a joint legal defence shall be borne equally by the Client and MINIMAX.

MINIMAX shall only be liable for the infringement of third parties' industrial property rights or copyrights if such rights are also vested in the respective third party for the territory of the Federal Republic of Germany or the country to which the delivery is to be made, or the states in which the subject matter of the purchase is to be used in accordance with the purpose of the contract. The latter shall apply only to the extent that 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 trader, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of MINIMAX in Bad Oldesloe. However, MINIMAX shall also be entitled to bring an 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 performance, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.