

General Terms and Conditions for the Supply of Goods and Services by Minimax Fire Solutions International GmbH



Last updated: 27 May 2026

A. General provisions

1. Scope of application and exclusion of third-party GTCs

The following terms and conditions shall apply, even in the absence of an express agreement, to all – including future – deliveries, services and offers of MINIMAX Fire Solutions International GmbH ("MINIMAX") concerning transactions for which German law has been agreed and all transactions within the territory of the Federal Republic of Germany, unless deviating terms and conditions have been expressly agreed. The Client's general terms and conditions are not recognised and are hereby expressly rejected by MINIMAX. These terms and conditions shall apply even if MINIMAX performs its contractual obligations without reservation despite being aware of conflicting or deviating terms and conditions of the Client.

In the case of the mere supply of goods, the "Terms and Conditions for the Supply of Components for Fire Protection Systems by MINIMAX Fire Solutions International GmbH", which are available on request, shall take precedence for such transactions.

2. Conclusion of contract

2.1. All agreements between MINIMAX and the Client relating to the contract and its performance shall require a signed paper document (German concept of *Schriftform*) for their validity.

2.2. Offers from MINIMAX and any drawings, illustrations, dimensions, weights and other performance data contained therein are non-binding and without obligation, unless they are expressly marked as binding or specify a period for acceptance. MINIMAX shall honour binding offers for six weeks from the date of the offer, unless a different acceptance period is specified in the offer.

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

2.4. If MINIMAX's offer is not marked as binding or the acceptance period has expired, a contract is only concluded upon written confirmation of the order by MINIMAX. If, in individual cases, no order confirmation is provided or the contract is concluded without an order confirmation, the terms of the contract shall be governed by MINIMAX's offer. If the Client and MINIMAX have jointly signed a written document relating to the supply and if this document contains all the terms and conditions of the contract, then this document shall be deemed to be a written order confirmation.

2.5. If an export licence is required for the performance of the contract, the conclusion of the contract shall not take effect until that licence has been granted. The same applies if NLR (No Licence Required) has been specified (see Clause 3, below), provided that MINIMAX has referred to this in the offer or in the order confirmation.

2.6. Contractual components and order of precedence

The following components are part of the contract (unless otherwise agreed):

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

In the event of any inconsistency between the aforementioned contractual components, the order of precedence of the provisions shall be determined by the sequence set out above, whereby a provision with higher precedence shall supersede a provision with lower precedence, even if the provision with higher precedence is open to additional interpretation.

3. Export controls

The conclusion and performance of the contract ("Transaction") are subject to compliance with export control regulations under applicable German and EU legislation; this also extends to applicable US and other national legislation, unless such legislation conflicts with German or European regulations. The Parties shall support one another, in particular by providing all necessary information and documents ("Duty to Cooperate"), in order to be able to assess any restrictions under export control legislation and to ensure compliance with the same (e.g. with regard to obtaining official permits/information or complying with notification requirements).

If MINIMAX has any doubts as to whether such restrictions apply, it may require a legally binding opinion to be obtained from the relevant export control authority (e.g. NLR (No Licence Required)).

MINIMAX may withdraw from the contract if export control restrictions prevent the Transaction from proceeding, or if such doubts cannot be dispelled through a statement to that effect within three months of MINIMAX making the relevant request, or if the contracting party fails to meet its obligation to cooperate within three weeks of being requested to do so by MINIMAX. The Client shall have no claims against MINIMAX for delay or non-performance arising from export control restrictions or from the resolution of related uncertainties, except in cases of wilful misconduct or gross negligence.

The MINIMAX product range includes goods listed in Annex XL to Regulation (EU) No. 833/2014. If products supplied under this contract contain any such listed goods, this contract prohibits the re-export of both the supplied products and these goods to Russia or for use in Russia, in accordance with Article 12g(1) of Regulation (EU) No. 833/2014.

The MINIMAX product range includes goods listed in Annex XXX to Regulation (EU) No. 765/2006. If products supplied under this contract contain any such listed goods, this contract prohibits the re-export of both the supplied products and these goods to Belarus or for use in Belarus, in accordance with Article 8g(1) of Regulation (EU) No. 765/2006.

4. Rights to documents

MINIMAX holds the exclusive ownership and copyright to offers, illustrations, drawings, cost estimates and other documents – including those in electronic form. They must not be made available to third parties, or reproduced or distributed either by the Client or by third parties, without the express consent of MINIMAX, unless

(a) this is required under mandatory applicable legal provisions or by a court order or the order of a supervisory authority, and the Client has notified MINIMAX of this obligation in writing without undue delay; or

(b) the confidential information is disclosed to the Client's advisers in connection with the interpretation or performance of the contract documents or any dispute arising therefrom, and the adviser has previously given a written undertaking of confidentiality to the Client or is otherwise bound by a professional duty of confidentiality.

Any information and documents provided to MINIMAX by the Client shall be deemed non-confidential unless expressly marked as confidential.

5. Specification of scope of services / exclusion of services

(a) Provision of scaffolding, power supply and other installation equipment

MINIMAX shall only provide services expressly designated as MINIMAX's performance obligations in the relevant contract. The Client shall, at its own expense, perform in good time all other work, obligations to cooperate and provisions necessary for the performance of the services. This includes, in particular, equipment required for installation, such as scaffolding, lifting gear and other apparatus, as well as an adequate supply of electric power and water at the site of use, including the necessary connections, heating and lighting, as well as protective clothing and safety equipment as required by the specific conditions at the site of performance.

For further details regarding work to be carried out by the Client, please refer to the section entitled "Work to be carried out by the Client" and the appendix included therein.

(b) Duty to report incidents, faults and changes

Before work begins, the Client shall inform Minimax of any incidents directly or indirectly related to the fire protection system. These include, for example, fires, malfunctions and alterations to the installation, the building or its use.

(c) Structural details and cable routing

The Client shall provide all necessary information regarding the location of concealed electricity, gas and water pipes and similar installations, as well as any structural details that may be required, prior to the commencement of services.

(d) Additional costs in the event of delays

If the provision of services is delayed due to circumstances beyond MINIMAX's control, the Client shall bear, to a reasonable extent, the costs incurred as a result of waiting times and any additional travelling required by MINIMAX staff or by the installation staff assigned to the project. The claim does not exist if the Client is not responsible for the circumstances or if a case of force majeure applies.

(e) Confirmation of work performed

The Client shall provide MINIMAX with written confirmation that the work has been carried out.

(f) Work without disruptions

We can only provide our service if we are able to work without disruptions. If the work requires operations to be continued the following day, the fire-extinguishing system shall be left switched off for the interim. During periods when the system is not operational, the Client shall be solely responsible for ensuring fire safety and shall organise any necessary mitigation measures on its own responsibility.

(g) Note on the use of water-hazardous substances

The operation of fire-extinguishing systems may require the use of substances that are hazardous to water, such as foaming agents, corrosion inhibitors, algaecides, antifreeze and/or fuel. Due to the design of the system, the extinguishing agent may leak out of the building. It is the operator's responsibility to ensure the proper collection and disposal of any fire extinguishing agents and fuels that have leaked. MINIMAX accepts no liability for environmental damage and/or consequential environmental damage and/or any other damage of any kind that may occur in the event of discharge. We strongly recommend consulting the relevant authority or waste water disposal company.

The drainage facilities provided by the operator must be designed to ensure that substances hazardous to water are properly collected and/or disposed of. If the operator assigns a drain or collection device to MINIMAX, MINIMAX may assume that it complies with the German Regulations on Installations for the Handling of Substances Hazardous to Water (AwSV). If this is not the case, the operator shall, at its own expense and on its own responsibility, provide a suitable collection system and, as the responsible party, shall dispose of the collected hazardous substances on its own responsibility.

(h) Use of subcontractors

To meet its obligations, MINIMAX may engage subcontractors at any time.

6. Site inspections carried out by VdS (the German fire protection and safety certification body)

The Client shall facilitate any necessary site inspections carried out by VdS (including those required for VdS recognition of MINIMAX as an installer).

7. Data transmission from MINIMAX control panels

The Client shall authorise MINIMAX to retrieve data from the control panels installed by MINIMAX and hereby grants MINIMAX a non-exclusive, irrevocable licence to use all collected data (MINIMAX data) for the provision of services and for the creation of aggregated data derived therefrom, including statistical analyses, reports and related services.

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

MINIMAX data does not contain information or details that might identify customers or third parties as businesses and/or individuals.

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8. Prohibition of assignment

The Client shall not assign any rights arising from the contractual relationship to third parties without the prior consent of MINIMAX, given in writing or by email.

9. Force majeure

9.1 Force majeure exists where an event occurs that prevents MINIMAX or the Client (the "Affected Party") from performing one or more of its contractual obligations, provided that the Affected Party proves that:

- (a) this impediment is beyond its reasonable control; and
- (b) it could not reasonably have been foreseen at the conclusion of the contract; and
- (c) the impact of the impediment could not reasonably have been avoided or overcome by the Affected Party.

9.2 Where the Affected Party fails to perform one or more of its contractual obligations due to the failure of a third party engaged by it to perform all or part of the contract, the Affected Party may invoke force majeure only where the conditions for the existence of force majeure, as set out in paragraph 1 of this clause, are satisfied not only by the Affected Party but also by the third party.

9.3 Unless proven otherwise, the following events affecting the Affected Party shall be presumed to satisfy the conditions for force majeure under paragraph 1(a) and (b). In such a case, the Affected Party shall only be required to prove that the requirement under paragraph 1(c) is effectively met:

- a) Wars (declared or undeclared), hostilities, acts of aggression, acts of foreign enemies, extensive military mobilisation;
- b) Civil wars, riots, rebellions and revolutions, military or other seizures of power, insurrections, terrorist acts, sabotage or piracy;
- c) Currency and trade restrictions, embargoes, sanctions;
- d) Lawful or unlawful acts of authorities, compliance with laws or government orders, expropriations, confiscations of works, requisition, nationalisation;
- e) Plague, epidemics, natural disasters or extreme natural events;
- f) Explosions, fires, destruction of equipment, prolonged breakdowns of transport facilities, telecommunications, information systems or the energy supply;
- g) General industrial unrest such as boycotts, strikes and lockouts, work-to-rule and occupations of factories and buildings.

9.4 The Affected Party shall notify the other Party without undue delay by email of the occurrence of the event.

9.5 An Affected Party that successfully invokes this clause shall be relieved of its contractual obligations and of any liability for damages or any other contractual remedies arising from breach of contract; however, this shall only apply if the Affected Party notifies the other Party of the occurrence of the event referred to in paragraph 1 without undue delay. If notification is not given without undue delay, the exemption shall only become effective from the time that notice is received by the other Party. Where force majeure is effectively deemed to exist, the other Party may suspend performance of its obligations from the time of such notification.

9.6 Where the impact 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 performing its contractual obligations. The Affected Party shall notify the other Party as soon as the impediment ceases to hinder the performance of its contractual obligations.

9.7 The Affected Party shall take all reasonable measures to minimise the impact of the event invoked in connection with the performance of the contract.

9.8 If the duration of the impediment invoked renders performance of the contract impossible in whole or in part, either Party may terminate the contract within a reasonable period of time. The Parties expressly agree that the contract may be terminated if the event referred to in paragraph 1 of this clause continues for more than 120 days.

9.9 Where paragraph 9.8 applies and, prior to termination, one Party has obtained an advantage in connection with the performance of the contract as a result of an act of the other Party, the Party with the advantage shall compensate the other Party for the value of the advantage.

10. Reservation of delivery subject to supplier availability

In view of the current supply situation for various raw materials, it cannot be guaranteed that sufficient raw materials will always be available for the manufacture of all outstanding orders, even where adequate quantities have been ordered. In this respect, our offer to you is subject to the proviso that suppliers are available (German legal concept of *Selbstbelieferungsvorbehalt*), i.e. that if we are unable to supply from our production, or are only able to supply insufficient quantities, despite having placed corresponding orders with reliable suppliers, we shall be released from our obligation to perform and may postpone the agreed delivery dates or withdraw from the contract. We shall notify the Client without undue delay of the non-availability of performance and, in the event of withdrawal, shall promptly refund any consideration already received from the Client. The "reservation of delivery subject to supplier availability" (*Selbstbelieferungsvorbehalt*) shall not apply where non-delivery or delay is attributable to MINIMAX.

B. Prices and terms of payment

1. General provisions regarding prices and terms of payment

1. Price validity period

Price calculations are based on the assumption that all work will be carried out within the agreed timeframe for performance. If the six-week performance period is exceeded, MINIMAX may request a price adjustment in respect of any effective cost increases incurred in the meantime, including increases in wages and ancillary wage costs, material prices, freight costs and costs of third-party services, if and to the extent that such increases are not offset by cost reductions elsewhere.

2. Consequences of changes in laws and regulations

Any additional costs arising after the conclusion of the contract as a result of changes in laws, regulations, decisions of public authorities or industry associations, or other provisions shall be borne in full by the Client.

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

- Documentation, taxes and acceptance fees for the installation by the technical inspection body of VdS Schadenverhütung GmbH, TÜV (Technical Inspection Association) or other institutions;
- Costs incurred as a result of work outside Minimax's regular working hours (such as night surcharges, travel expenses, etc.). Such costs shall be charged in accordance with Clause B.II(a)(4) and (5) of the current Terms and Conditions for the supply of goods and services of MINIMAX Fire Solutions International GmbH, as well as the price list for contract work relating to stationary fire protection systems, including fire alarm systems (PSBS).

4. Client-side work

The contract is based on the timely provision of client-side work set out in the appendix "Client-side Work" applicable at the time of awarding the contract, which is available on request.

5. Provision of premises

To enable the storage of materials and tools and to provide facilities for the installation team, the Client shall provide a lockable room for the duration of the agreed performance period and, during winter, a heated and lockable welfare room for the installation team. Furthermore, the Client shall ensure that toilets and washing facilities are made available to the installation team. If the Client fails to meet these obligations, MINIMAX may, after setting a reasonable grace period, set up the necessary facilities at the Client's expense.

6. Limitation of set-off

The Client may only set off against claims that are undisputed, have been finally and bindingly determined by a court or arise from the same legal relationship. This also applies to rights of retention.

7. Pricing and VAT

All prices are net and exclusive of value added tax at the applicable statutory rate.

8. Cost of materials and disposal

8.1 Where MINIMAX's quoted prices exclude materials, MINIMAX shall charge separately for materials, testing materials and equipment used (e.g. leak detection spray and test gases, etc.), in accordance with the applicable rates set out in the MINIMAX price list. Replaced parts shall remain the property of the Client and shall be disposed of by the Client, unless MINIMAX is required to do so under mandatory statutory provisions. If MINIMAX disposes of replaced parts without a legal obligation to do so and unless disposal is legally required to be free of charge, MINIMAX may charge a flat-rate disposal fee of €10.00 per invoice in addition to the disposal costs.

8.2 Disposal of packaging

MINIMAX shall ensure that packaging supplied by MINIMAX is accepted back from the Client and properly and lawfully recovered or disposed of. In this way, MINIMAX complies with its obligation to take back packaging under Section 15 of the German Packaging Act. This obligation is intended to ensure that packaging is collected separately from other waste so that it can be properly recovered or reused.

Packaging shall be returned to MINIMAX at Industriestraße 10/12, 23843 Bad Oldesloe, on working days during normal business hours. The Client shall deliver the packaging to MINIMAX and shall notify MINIMAX of such returns in advance.

The cost of returning the packaging and its recovery shall be borne by the Client. MINIMAX may charge a flat-rate fee of 10% of the material costs, subject to a minimum of €9.90 per invoice, for the disposal of packaging to be carried out by MINIMAX.

If packaging supplied by MINIMAX is not returned in accordance with the preceding paragraph, the Client shall be responsible at its own expense for the proper recovery and disposal of the packaging.

8.3 Disposal of end-of-life equipment

The Client shall be responsible, at its own expense, for the disposal of the goods supplied after use has ended, in accordance with applicable statutory provisions. The Client shall indemnify MINIMAX against any claims arising from, or in connection with, obligations under Section 10(2) of the German Electrical and Electronic Equipment Act (ElektroG) (manufacturer's take-back obligation, corresponding to Directive 2012/19/EU (WEEE)), and any related claims by third parties. Where the Client passes on the goods supplied to commercial third parties, it shall contractually require them to dispose of the goods at their own expense and in compliance with statutory regulations, and to impose a corresponding

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obligation on any subsequent recipient of those goods. If, when passing on the goods supplied to a third party, the Client fails to impose on the third party a contractual obligation to dispose of the goods and to pass on this obligation, the Client shall, at its own expense, take back the goods supplied after use has ended and dispose of them in accordance with statutory provisions. The manufacturer's claim for indemnification against the purchaser shall not lapse until the expiry of two years after the device has finally ceased to be used. The two-year suspension of the limitation period shall commence at the earliest upon the manufacturer's receipt of a written notice from the Client regarding the termination of use. If the Client shows signs of financial distress, MINIMAX may require the same to provide a bank guarantee for the amount of anticipated disposal costs from all past Transactions, or to withhold payments as security, in order to secure the buyer's disposal obligations.

9. Terms of payment

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

10. Termination and reservation of the right of withdrawal and repossession

Any breach of contractual obligations by the Client, in particular payment default, shall entitle MINIMAX to withdraw from the contract and to repossess the goods, provided that a reasonable period for performance set by MINIMAX has expired without success. This shall not affect any statutory provisions under which the setting of such a period is unnecessary. The Client is under an obligation to surrender the goods.

If the client fails to pay the agreed amount when due, MINIMAX shall be entitled to terminate the contractual relationship with immediate effect and without notice.

In the event of termination without notice pursuant to the preceding paragraph, MINIMAX shall be entitled to liquidated damages of at least the amount of the outstanding remuneration up to the earliest date on which ordinary termination would have been possible. The amount shall be due immediately and payable upon first demand. Either party shall be entitled to demonstrate that the loss is higher or lower. Following a court determination of the established loss, the liquidated damages shall be set off against such loss, and any difference shall be payable to the successful party.

Upon termination or expiry of the contract, the Client shall either return the equipment and SIM cards provided by MINIMAX under this contract or ensure that any eSIM is deactivated. The Client shall have no right to withhold the above items.

The deactivation of automated processes within the Client's installed systems is not included in the scope of services under this contract and must be commissioned separately under a separate order. MINIMAX will be pleased to submit an offer in this regard.

11. Unlawful termination

If the Client terminates an existing order without good cause (e.g. early termination of services under a service contract), MINIMAX shall be entitled to invoice the contractually agreed remuneration for the work, less any costs saved.

II. Special terms and conditions for different types of goods and services

(a) Works

1. Charging based on time spent and timesheets

Contract work shall be billed on a time-and-materials basis. A timesheet shall be issued for the time spent and submitted to the Client's designated representative for confirmation. If the Client does not appoint an authorised representative, or if the authorised representative is not present to check and countersign the timesheet, the Client shall, in case of doubt, bear the burden of proving that the records of time spent are inaccurate.

2. Reference to current price list

Invoicing shall be based on the price lists of MINIMAX Fire Solutions International GmbH valid at the time the contract work is commissioned, available on request:

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

3. Travel times and waiting times

3.1 Work on a documented basis

Unless otherwise agreed in an individual contract, the travel distances and travel times for journeys to and from the site

shall be calculated on a flat-rate basis as follows:

- Distance to be invoiced:
Journey between supervising office and site address (outward and return journey)
- Travel time:
Calculated based on travel distance for outward and return journey, assuming the following average speed:
 - a) within urban areas: 35 km/h
 - b) outside urban areas: 70 km/h

3.2 Emergency call-outs on a documented basis

Unless otherwise agreed in an individual contract, the travel distances and travel times for journeys

to and from the site

shall be calculated as follows:

- Distance to be invoiced: actual distance travelled by assigned employee
- travel time:
calculated on the basis of "Work on a documented basis".

3.3 Waiting times and interruptions to installation

Any waiting times and interruptions to installation not attributable to MINIMAX shall be invoiced in accordance with the current price list.

4. Regular working hours

The regular working hours of MINIMAX are
Monday to Friday, 06:00–18:00.

5. Surcharges

Percentage surcharges shall apply for work outside MINIMAX's regular working hours, night work, Sunday and public holiday work, as well as work under difficult conditions: calculation shall be based on the hourly rates set out in the current price list.

Work performed outside MINIMAX's regular working hours 25%

Night work (20:00–06:00) 20%

Work on Sundays and public holidays, 75%

where the public holiday falls on a Sunday

Work on Easter Sunday, Pentecost Sunday, 1 May and 200%

Christmas Day, even if they fall on a Sunday

Work on all other public holidays, 200%

unless they fall on a Sunday

Work on ladders and scaffolding with a working platform less than 90 cm 20%
wide,

at working heights of 10 metres or more

Work in confined spaces, in crawl spaces with a height of up to 25%
1.20 metres, and in rooms with temperatures of 35°C or higher

If several surcharges apply at the same time, they shall be paid cumulatively.

6. Other labour charges

Engineering services agreed in connection with installation work, such as installation supervision, acceptance testing, functional testing, amendments to certificates and drawings, etc., shall be invoiced on the basis of the engineering service rates set out in the current price list for contract work. Unless otherwise agreed, one hour of specialist engineering work shall be charged additionally for every 10 hours of installation work.

7. Workshop trolley

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

8. Emergency call-outs

For emergency call-outs, i.e. call-outs arranged at short notice in response to a fault, the additional amounts specified in the current price list for contract work shall apply per call-out.

9. Telephone support for emergency call-outs

9.1 Telephone support shall be charged at the rates set out in the current price list for contract work.

9.2 As part of its telephone support, MINIMAX shall instruct the Client's designated qualified technician by telephone on the performance of the necessary work. This work shall be carried out by the Client's technician under their own responsibility.

9.3 MINIMAX cannot reliably assess the condition of the fire alarm system remotely. MINIMAX accepts no liability for errors, malfunctions, defects or damage – including consequential damage – arising from a faulty or non-compliant condition, except as provided for under the contractually agreed warranty or mandatory statutory provisions.

9.4 MINIMAX shall only be liable for incorrect instructions given during telephone support if the inaccuracy of the instructions was apparent to MINIMAX at the time of the telephone support. The skilled technician provided by the Client must, in all circumstances, be able to verify the instructions provided by MINIMAX and assess their implications for the fire protection system. If the Client's skilled technician realises, or could reasonably be expected to realise, that an instruction may result in damage, including consequential damage, they must inform MINIMAX of their concerns before implementing the instruction and must seek clarification as to whether it should be carried out. MINIMAX shall have no liability for implementation without verification.

10. Price adjustments

MINIMAX shall be entitled to adjust the agreed contractual prices if the *Bundesecklohn* (German federal benchmark wage) pursuant to Section 5 of the German Federal Framework Collective Agreement for the Construction Industry (*Bundesrahmentarifvertrag für das Baugewerbe*) changes in conjunction with the relevant collective wage agreements (TV Lohn/West, TV Lohn/Ost, TV Lohn/Berlin). Unless otherwise agreed, the adjustment shall apply at the same time and in the same proportion as the change in the *Bundesecklohn* (German federal benchmark wage) within the relevant operational scope of MINIMAX.

11. Price adjustment clause

- Stationary fire protection

Unless an individual price adjustment clause has been agreed between MINIMAX and the Client for contracts relating to system design, services and modernisation, and where the performance of MINIMAX's services commences more than three months after the order is placed and/or requires several staggered deliveries of materials, MINIMAX shall be entitled to adjust the contract price on a lump-sum basis as follows:

"If, during the performance of the contract, there is an increase in the price index for the construction industry published by the German Federal Statistical Office (Destatis), in particular the index "Residential Buildings; Office Buildings; Commercial Buildings; Gas, Water and Drainage Systems within Buildings" (2021 = 100), compared with the index at the time of submission of the tender, the contract price shall be increased by the same percentage."

- Structural fire protection

If performance of MINIMAX's structural fire protection works commences more than one month after placement of the order, or if performance requires several staggered deliveries of materials, the total contract sum shall be increased in line with the rise in the Consumer Price Index (2020 = 100) between the date of the offer and the date of material delivery.

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12. Impact of operational changes on the site

The fee for inspection and maintenance work shall be based on the agreed scope of work and the operating conditions of the system, subject to the condition that, in the event of a change to the scope of the system or the operating conditions, MINIMAX may adjust the fee accordingly with effect from the beginning of the following calendar month. MINIMAX shall send the Client an offer, notifying the same in advance of any additional costs that may arise.

13. Supplementary charges for work not agreed in advance

The fee for the services described in the maintenance contract is a fixed price. Any repair and other services, maintenance work, and waiting times outside MINIMAX's control which are not set out in the annex to the maintenance contract shall be separately commissioned, performed 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 jeopardise the safety or operation of the system, MINIMAX shall be deemed to be authorised, upon entry into the maintenance contract, to carry out such work up to a limit of €1,000.00 (net), in accordance with these terms and conditions and the applicable price list for the provision of goods and services by MINIMAX.

15. Right of retention

MINIMAX shall be entitled to withhold performance of its services in the event of the Client's payment default. MINIMAX shall not perform the agreed services until the agreed advance payment has been paid in full. The exercise of this right of retention shall not constitute default on the part of MINIMAX.

(b) Supplies

1. Retention of title and release of security

The goods shall remain the property of MINIMAX until all sums due to MINIMAX have been paid in full. If the value of the security held by MINIMAX exceeds the total amount of the secured liabilities by more than 20%, MINIMAX shall, at the request of the Client, release such part of the security as is necessary to reduce the value of the security to that level.

2. Prohibition on pledging and creation of security

While the retention of title remains in effect, the Client shall not pledge the goods or transfer ownership of the goods by way of security.

3. Obligation to notify in the event of third-party enforcement measures

In the event of attachment, seizure or any other order or intervention by a third party, the Client shall notify MINIMAX without undue delay.

III. Material defects

1. General principle

MINIMAX shall only be liable for material defects in relation to deliveries (including agreed installation services) and repairs. No warranty shall apply, nor shall any other liability be assumed, in respect of inspection and maintenance work carried out on the items inspected or maintained.

2. Rectification or replacement

In the event of a material defect, the Client may require the defect to be remedied (*Nachbesserung*, i.e. rectification) or a defect-free item to be supplied (*Nachlieferung*, i.e. replacement). The Client shall only be entitled to a replacement if MINIMAX has unsuccessfully attempted to remedy the defect at least twice, or if rectification is impossible or has been refused by MINIMAX.

3. Warranty periods

Claims for material defects shall lapse after 24 months, unless a longer limitation period is required by law. In the case of supply without installation, the limitation period shall commence upon delivery; in the case of supply with installation, it shall commence upon completion of the installation; and in the case of repairs, it shall commence upon acceptance.

4. Obligation to give notice of defects

The Client shall notify MINIMAX of any material defects without undue delay either by post or by email.

5. Right to withhold payment

In the event of justified complaints regarding defects, the Client may only withhold payments to the extent that this is proportionate to the alleged material defects. In all other respects, this shall not affect the exercise of a right to withhold payment in respect of claims that have been finally adjudicated or are undisputed.

6. Minor deviations

No claims for defects shall arise in the event of only a minor deviation from the agreed condition of the item, provided that such deviation does not impair its suitability for the agreed or intended purpose.

7. Failure to meet maintenance deadlines

Non-compliance with maintenance deadlines shall entitle the Client to withdraw from the contract if MINIMAX fails to perform maintenance within a one-month grace period set by the Client.

IV. Liability

MINIMAX shall be liable in accordance with statutory provisions if the Client asserts claims for damages based on intentional misconduct or gross negligence, including where such conduct is attributable to MINIMAX's representatives or vicarious agents. Unless there has been an intentional breach of contract, liability for damages shall be limited to foreseeable and typically occurring loss.

MINIMAX shall be liable in accordance with statutory provisions if MINIMAX or its representatives or vicarious agents are culpably in breach of a material contractual obligation. Even in such case, liability for damages shall be limited to foreseeable and typically occurring loss. Furthermore, liability for data loss caused by MINIMAX shall be limited to the cost of reproducing the data from backup copies created by the Client and for restoring data that would have been lost even if regular, risk-appropriate backups had been carried out. MINIMAX shall not be liable for any resulting damage if the Client does not maintain proper and risk-appropriate data backups.

Where MINIMAX provides technical information or advice which does not form part of the contractually agreed scope of services, such information or advice shall be provided free of charge and without any liability whatsoever.

Otherwise, liability for simple negligence shall be limited to €5 million per loss event.

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

MINIMAX's liability arising from a guarantee assumed by MINIMAX shall not be governed by the foregoing provisions, but by the terms of the guarantee and by applicable statutory provisions.

The above provisions shall apply regardless of the legal basis of liability, including, in particular, contractual and non-contractual claims.

Unless otherwise agreed in this Section IV, MINIMAX shall have no liability.

In particular, MINIMAX shall have no liability for any damage arising out of the continued operation of automated processes following termination of the contract.

In this regard, please refer to the information summary for the service contract.

V. Data protection

We hereby inform the Client that we collect, store, process and may transmit the Client's personal data (name, address and billing data) to credit reference agencies in accordance with the MINIMAX Privacy Policy for Contractual Partners, available at: https://www.minimax-viking.com/files/MINIMAX_Datenschutzerklaerung_Vertragspartner_DE_2025-06-02.pdf.

VI. Compliance and 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 observed by all employees within the company, is available electronically upon request. Further details may be obtained from our Compliance Officer.

For this reason, MINIMAX shall not be subject to clients' compliance frameworks, such as codes of conduct, codes of behaviour or ethical guidelines for subcontractors or suppliers.

Upon entering into the contract, the Client acknowledges that it regards the Code of Conduct and the Compliance Programme of Minimax Viking GmbH as equivalent to its own compliance frameworks. We will be pleased to provide copies of both the Code of Conduct and the Compliance Programme of Minimax Viking GmbH upon request. Mandatory statutory provisions shall remain unaffected.

VII. Authorisation for inclusion in a reference list

The Client authorises MINIMAX to use its company name and logo free of charge for inclusion in reference lists, on promotional materials such as brochures or similar, on MINIMAX's website or in other electronic media.

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

This authorisation does not oblige MINIMAX to include the Client in an existing or future reference list. In no event shall MINIMAX be liable for damages to a company not included in the reference list.

Before publication of the reference list, the granting company shall receive a copy for review and verification of the intended use.

Should consent to the use of the name and/or logo in MINIMAX's reference lists not be granted, this Section VII of the General Terms and Conditions shall be deleted in its entirety by the Client, who shall initial the deletion.

VIII. Intellectual property rights and copyrights

If the Client is subject to claims by a third party due to infringement of intellectual property rights arising from the use of the contractual item, the Client shall notify MINIMAX thereof without undue delay and shall give MINIMAX the opportunity to join any legal proceedings or to conduct the defence at its own cost. However, MINIMAX is under no obligation to do so. In any event, the Client shall provide full assistance to MINIMAX in the defence of the claim. The costs of the jointly conducted defence shall be borne equally by the Client and MINIMAX.

MINIMAX shall only be liable for infringements of third-party industrial property rights and copyrights if such rights are vested in the relevant third party within the territory of the Federal Republic of Germany, the country of delivery, or the countries in which the goods are intended to be used in accordance with the contractual purpose. This shall only apply insofar as the countries covered by the contractual purpose are expressly specified in the order confirmation.

IX. Governing law and jurisdiction

If the Client is a business, the exclusive place of jurisdiction for all disputes arising directly or indirectly out of the contractual relationship shall be the place of business of MINIMAX in Bad Oldesloe. However, MINIMAX shall also be entitled to bring proceedings at the Client's general place of jurisdiction.

All legal relationships arising out of or in connection with this contract shall be governed by German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).