



1. Scope of Application

1.1 The following conditions (GTC) and the relevant service-specific additional provisions listed individually below (clause 20) for the particular case in question, to which we expressly refer here, shall apply exclusively to all deliveries, works, and services (hereinafter referred to as „services“) provided by sigma3D GmbH (hereinafter referred to as „sigma3D“).

1.2 If GTC from sigma3D have been introduced to business transactions with the customer, these shall also be valid for all other business relationships between the customer and sigma3D, insofar as not otherwise agreed in writing. Customer conditions shall only be valid if expressly recognized in writing by sigma3D. Silence on the part of sigma3D with regard to such deviating conditions shall not be deemed recognition or approval for either current or future agreements. No express rejection of deviating conditions of the client shall be required.

The GTC of sigma3D shall be valid in place of any purchasing conditions of the customer, even if order acceptance under these conditions is deemed to represent the unconditional acceptance of said purchasing conditions. By accepting the order confirmation or services from sigma3D, the customer expressly agrees to waive its right to make objections derived from said customer conditions.

1.3 These GTC shall only apply in relation to entrepreneurs in the sense of Sec. 14 German Civil Code.

2. Information, Customer Service, Characteristics of Goods

2.1 Information regarding the services of sigma3D shall be provided exclusively based on the experiences of sigma3D. The values indicated shall be seen as average values. All information regarding services of sigma3D, including the information in the bids and other printed materials of sigma3D, in particular technical statements, shall be approximate to observed average values. Changes to the content and the execution of services by sigma3D shall occur at the company's reasonable discretion (Sec. 315 German Civil Code), or shall remain within the scope of normal commercial activity.

2.2 Any reference to standards, technical regulations, or technical information or content in the services in offers or brochures provided by sigma3D shall only represent a specification of the properties of said services if sigma3D has expressly declared said references to be „properties“ in its services. Otherwise, these shall be considered to be non-binding, general service descriptions.

2.3 A guarantee shall only be deemed granted by sigma3D if sigma3D has described a characteristic as „guaranteed“ in writing.

2.3 If not otherwise indicated, values indicated in measurement logs refer to:

- Tolerance principle ISO 8015, principle of independence for measurement, position, and form
- Evaluation of the middle element in accordance with the least squares method (Gauß) for measurement, position, and form
- Establishment of a reference system with middle elements and coordinates in the focus of the elements

3. Conclusion of Contract, Scope of Services

3.1 Our bids are always provided in a non-binding manner, insofar as they are not expressly identified as „binding“ in writing. A contract shall only be concluded once sigma3D has confirmed the customer's order in writing. The order confirmation from sigma3D shall be authoritative for the content of the contract. For immediate performances, the order confirmation may be replaced by an invoice or a delivery slip from sigma3D.

3.2 All ancillary agreements (assurances, agreements, and contractual amendments) shall require the written form. This shall also apply for the waiver of the written form requirement itself. Oral ancillary agreements shall be null and void.

3.3 The customer must inform sigma3D promptly and in writing before concluding the contract of any specific requirements for the services to be provided by sigma3D.

3.4 sigma3D shall only take on a procurement risk if sigma3D has expressly agreed this with the customer in writing as „Acceptance of procurement risk.“

4. Term of Service, Delivery Deadline, Delay of Service

4.1 Binding service terms or deadlines must be expressly agreed in writing.

4.2 Service terms shall begin upon the customer's receipt of the order confirmation from sigma3D, but not before all individual details on the execution of the order have been clarified, and all other requirements to be fulfilled by the customer are available and agreed advance payments have been made. The same shall be true of service deadlines. If the customer requests changes to the services after the order is granted, a new service term shall begin upon confirmation of the change by sigma3D.

4.3 Services and deliveries before the expiration of the agreed service and delivery term shall be permitted. sigma3D shall be entitled to provide partial services and deliveries. Interest in the services of sigma3D shall only occur if sigma3D does not perform key services or does not perform these promptly, if no written agreements exist to the contrary.

4.4 If sigma3D goes into default in performing services, the customer must first set an appropriate grace period for said services in writing. If this deadline passes without result, the customer shall be entitled to claims for damages due to breach of duty - for any reason whatsoever - in accordance with the regulation in clause 17.

4.5 If sigma3D has not performed the services by a deadline stipulated in the agreement or within a contractually determined term, the customer may only withdraw from the agreement if it has associated its interest in the services with the prompt performance of service in the agreement itself.

4.6 sigma3D shall not go into default as long as the customer is in default with the fulfillment of its obligations to sigma3D, including those resulting from other agreements.

4.7 If there is a delay of service caused by sigma3D due to intentional or grossly negligent behavior, the customer shall have a claim to restitution for any damages certifiably caused by the delay, subject to the restrictions found in clause 17. In case of gross negligence, the claim for damages must be restricted to the typical predictable claim amount. Insofar as, in an exceptional case, the customer brings a claim due to simple negligence, the amount of said claim shall be limited to 0.5% for each full week of default, and a maximum total of 5% of the net contractual value.

4.8 Any delay of services caused by a defect in a measurement device or its accessories shall not be deemed negligent insofar as sigma3D is maintaining or having said devices maintained according to state of the art practice. In such cases, sigma3D shall endeavor to purchase a replacement device promptly. Additionally, a delay of services due to force majeure such as traffic, accidents, or late airline connections, as well as the illness of an executing employee, shall not be deemed negligent.

5. Delay, Postponement, interruption and cancellation of the services

Cancellations (or (date) changes) of orders and agreed service dates shall incur the following cancellation costs:

- up to 3 weeks before the date: 5%
- from 3 weeks before the date: 25%
- from 1 week before the date: 50 %
- from 2 working days* before the date: 100%

The basis for the calculation is the canceled h for employees and measuring equipment; no cancellation costs are charged for ancillary costs. For all-inclusive price offers, the all-inclusive price is the basis. *Working days are all days except Saturdays, Sundays and public holidays (public holidays according to location 48712 Gescher, Germany)



6. Access to the Object of Services

The customer shall grant sigma3D free access to the object of services at the agreed time in order for it to carry out our said services. In this regard, the customer shall be liable for providing access and a work site in good condition and free from hazards.

7. Acceptance of Work Performance

7.1 Insofar as sigma3D is obligated to provide work performance, the customer shall be obligated to promptly approve said performance as soon as sigma3D has given notification of the completion of services.

7.2 If the acceptance is delayed for reasons that are the responsibility of the customer, acceptance shall be deemed to have been provided 2 weeks after the completion notification from sigma3D.

7.3 Acceptance shall also be deemed successful if the customer begins operations with the object of services by sigma3D after the expiration of an appropriate length of time for functional testing, without objecting in writing to approval from sigma3D.

7.4 Acceptance shall also be deemed valid for work performances 4 weeks after the time at which sigma3D has sent the object of services to a third party headquartered in the European Union at the request of the customer.

8. Customer's Duty to Cooperate

8.1 The customer shall be obligated to create technical and organizational conditions within its scope of influence that will allow sigma3D to perform its contractual services in full and in accordance with the agreement. This also includes unpaid technical support in error analysis and correction, as well as unpaid distribution of all relevant information.

8.2 The customer must also deliver copies of all technical documents on the object of service in its possession which are required or useful for the services to be performed by sigma3D upon first request.

8.3 Insofar as on-site measurements or calibration have been agreed at the customer's location, the customer must ensure that the measurement location is suitably large, of an appropriate temperature, and appropriate in other respects.

8.4 Manufacturing steps to be completed on the basis of measurement results or reverse engineering processes may only be carried out following internal revision of measurement data by the customer.

9. Rights of Use

The service obligations of sigma3D in case of repairs or maintenance assume that the devices to be repaired or maintained are either owned by the customer or that the customer is authorized to use them in some other manner and can provide evidence of this to sigma3D upon request.

10. Additional Tasks, Replacement Parts

10.1 Services to be performed by sigma3D shall result from the agreed scope of services or, if this is lacking, from the typical scope of services provided under the commissioned performance. Any services beyond this scope shall be invoiced separately in accordance with their type and scope at general sigma3D prices.

10.2 Currently valid sigma3D pricing lists shall be valid for any required replacement parts, plus legally required VAT.

11. Cost Quotation

Cost quotations shall not represent a binding confirmation of the compensation to be paid for completing related services, unless the compensation owed by the customer upon completion is designated as binding.

12. Unfeasible Services

12.1 If the project is not feasible due to technical and/or economic concerns, sigma3D shall not be obligated to return the object of services to its original state.

12.2 The customer shall be obligated to provide compensation for the proven time and effort spent, if the service cannot be carried out for reasons for which it is responsible, in particular because the customer has culpably omitted required cooperative activities or terminates the agreement during the performance of services.

13. Right to Self Delivery Reserved, Force Majeure, and Other Impediments

13.1 If sigma3D does not receive deliveries or services from its subcontractors due to reasons for which it is not responsible or despite proper provision, does not receive these correctly or on time, or if events falling under force majeure occur, sigma3D shall inform the customer of this promptly and in writing. In this case, sigma3D shall be entitled to push back the service by the duration of the impediment, or to withdraw from the agreement in full or in part due to the part of the agreement that has not yet been fulfilled, insofar as sigma3D has fulfilled its informational obligations and has not accepted any procurement risk. Force majeure equally includes strikes, lockouts, official actions, lack of energy or raw materials, non-preventable transportation bottlenecks, for instance due to fire, water, or machine damages, and all other impediments that have not been culpably caused by sigma3D.

13.2 If a service and/or completion deadline has been agreed as binding, and if the agreed service or completion deadline is exceeded due to events in accordance with the above clause 13.1, the customer shall be required to first set an appropriate grace period in writing. If this expires unsuccessfully, the customer shall be entitled to withdraw from the agreement due to the incomplete part if it could not reasonably and objectively be expected to continue to observe the agreement. Further claims by the customer, in particular claims for damages, shall be excluded in this case.

14. Shipment and Transfer of Risk, Insurance

14.1 If not agreed otherwise in writing, objects subject to the services of sigma3D must be shipped without insurance and at the risk and on the account of the customer from the sigma3D location. Partial deliveries shall be permitted and may be invoiced separately.

14.2 sigma3D reserves the right to select a transportation path and method. sigma3D shall, however, attempt to take customer desires into account with regard to shipping method and pathway; additional costs caused by these wishes - including for agreed freight-paid deliveries - shall be the responsibility of the customer. If the shipment is delayed upon request or due to the fault of the customer, the customer shall bear risk and costs for the storage of goods. In this case, notification of readiness to ship shall be deemed equivalent to shipment.

14.3 The risk of accidental loss or deterioration shall be transferred to the customer upon transfer of the goods to be delivered to the customer, the carrier, the freight company, or the other company tasked with carrying out the shipments, but at the latest, however, when said goods leave the location of sigma3D or 14 days after the goods are provided for the customer for agreed pick-up.

14.4 If the shipment is delayed because sigma3D is exercising its right of retention due to a default of payment by the customer in whole or in part, or from some other reason that is the responsibility of the customer, then risk shall be transferred to the customer at the latest from the date of notification of readiness to ship.

14.5 sigma3D shall only be responsible for the adherence to shipping deadlines and terms if this has been agreed in writing.

14.6 Transfer deadlines / times must be coordinated promptly with sigma3D for the acceptance of the object of service by the customer or by a third-party designated by it.

15. Notification of Defects, Breaches of Duties, Guarantee

15.1 Complaints regarding apparent violations of duties due to unsatisfactory performance must be made by the customer promptly and in writing, and at the latest 12 days after the performance of service. This provision also applies to any part of the service usable by



the customer - complaints must be made regarding hidden defects promptly, and at the latest within the guarantee period indicated 15.8. A complaint not made promptly shall exclude any customer claim to a guarantee. A complaint must also be filed with the transportation company regarding any defects and damages apparent upon delivery, and this company must be requested to accept responsibility for said damages. Complaints due to defects must include a specific description of the defect.

15.2 Warnings must be provided promptly and in writing for other breaches of duties, and must set an appropriate term for rectifying said breaches, before the customer may assert further rights.

15.3 Defects that are the responsibility of the customer itself and that are subject to unjustified complaints, insofar as they result in actions by sigma3D, shall be invoiced to the customer in accordance with the general sigma3D compensation rates plus valid VAT.

15.4 The guarantee for measurement or calibration services relates not only to the concrete, completed measurement / calibration services, and includes no guarantee of content such that bringing the measurement device or measured object to another location or carrying out said measurement under other conditions or other measurement strategies would lead to the same measurement results.

15.5 sigma3D shall accept no guarantee for false measurement results if these are due to the fact that a device provided by the customer is faulty. sigma3D shall not be obligated to review a device provided by the customer for its functional capability.

15.6 Insofar as measurement technologies do not facilitate the measurement precision required by the customer, sigma3D shall only be obligated to undertake measurements with tolerances practicable using current state of the art technology.

15.7 If sigma3D is responsible for a defect, sigma3D will have the choice whether to rectify said defect through providing a repair, free of charge or providing a replacement delivery; in general, sigma3D shall be granted two attempts to rectify the defect.

15.8 In case of a complaint regarding a defect, customer payments may only be withheld to a reasonable extent in view of the material defects that have occurred.

15.9 Any guarantee by sigma3D shall be excluded, insofar as defects and associated damages cannot be proven to be due to defective materials or defective execution. Claims due to defects shall also not exist in case of only minor deviations from the agreed or common characteristics or usability of the good or service that is the object of this agreement.

15.10 Within the scope of services, in case of breaches of duty sigma3D shall pay a guarantee for the length of one year, calculated from the legal date upon which the statute of limitation begins - if not otherwise expressly agreed in writing, and if a supplier recourse does not apply in accordance with Sections 478, 479 German Civil Code, nor a claim for damages due to injury of body, health, or life, and/or a malicious or grossly negligent behavior by sigma3D, nor any other legally compulsory and longer term for the statute of limitations.

15.11 Further claims by the customer associated with defects or damages due to defects, for any reason, shall only exist in accordance with the extent of the provisions of clause 17, insofar as these do not relate to claims for damages resulting from a performance guarantee. sigma3D shall, however, only be liable for typical and predictable damages.

15.12 The recognition of unsatisfactory performance shall require the written form.

15.13 No reversal in the burden of proof is associated with the above regulation.

16. Retention of Ownership

16.1 sigma3D shall retain ownership to all facilities and goods delivered by it (hereinafter jointly referred to as the „reserved goods“) until all claims by sigma3D resulting from its business association with the customer have been met, including future claims that may arise from future contracts to be concluded. This shall also apply for an account balance benefiting sigma3D, if individual or all receivables from sigma3D are deposited into a current account and the balance is drawn up.

16.2 The reserved goods shall be insured by the customer to a sufficient level, in particular against theft and fire. Claims against the insurance company resulting from a damaging event affecting the reserved goods shall be transferred as of now to sigma3D in the amount of the value of the reserved goods.

16.3 The customer shall be entitled to resell the delivered goods in the course of normal business. Other mandates, in particular pledges or the granting of securities, shall not be permitted. If the reserved goods are not paid for immediately by the third-party purchaser upon resale, the customer shall be obligated to only resell these under retention of ownership. The authorization to resell the reserved goods shall be withdrawn if the customer ceases payments or if sigma3D falls into payment default; in this case, sigma3D shall be entitled to disclose the assignment and to collect the debt.

16.4 The customer hereby already assigns all claims to sigma3D, including all securities and ancillary rights associated with the resale of reserved goods to the end consumer or to third parties. It may make no agreements with its buyers that violate or restrict the rights of sigma3D in any manner, or that nullify the advance assignment of the claim. In case of a sale of reserved goods along with other objects, the claim against third-party buyers shall be deemed assigned in the amount of the delivery price agreed between sigma3D and the customer, insofar as the amounts related to the individual goods cannot be determined from the invoice.

16.5 The customer shall remain entitled to collect the claims assigned to sigma3D up until these are revoked by sigma3D, which it may do at any time. Upon request by sigma3D, it shall be obligated to provide sigma3D with the information and documents necessary for the collection of assigned claims and, insofar as sigma3D does not do so itself, to inform its buyers immediately of the assignment to sigma3D.

16.6 In case of behavior in violation of this agreement, in particular in case of default of payment, sigma3D shall be entitled to demand the return of all installed replacement parts - without having to withdraw from the agreement in advance - and the customer shall be obligated to surrender these. The reclamation of the parts shall only indicate a withdrawal from the agreement if sigma3D declares as much expressly and in writing, or if this is provided by mandatory legal provisions. The customer must inform sigma3D promptly and in writing of all access by third parties to reserved goods or to claims assigned to sigma3D.

17. Exclusion and Limitation of Liability

17.1 Any liability by sigma3D is excluded, in particular for claims by the customer to compensation for damages, for any legal reason, including in the case of violation of obligations of the contractual relationship and for unlawful acts.

This shall not apply insofar as liability is required by law, namely in case of fraud, intentional malice, or gross negligence by sigma3D, its legal representatives, or its vicarious agents; in case of the violation of important contractual duties (referring to such contractual duties whose fulfillment by sigma3D the contractual partner must be able to depend on in any case according to the nature of the legal transaction), and in case it is impossible to fulfill the contract due to actions of sigma3D and in case of a serious breach of obligations; if the customer can no longer expect the performance of services by sigma3D due to a breach of other obligations in the sense of Sec. 241 para. 2 German Civil Code; in case of injury to body, life, or health, including by legal representatives or vicarious agents; insofar as sigma3D has accepted the guarantee for the characteristics of its goods or the availability of successful performance, or a procurement risk, as well as in case of liability in accordance with the Product Liability Law.



17.2 In other cases, sigma3D shall be liable for all claims to compensation for damages or reimbursement of expenses resulting from this contractual relationship due to culpable breach of obligations, for any legal reason, and not in the case of simple negligence.

17.3 In the case of the aforementioned liability in accordance with clause 17.2 and a liability without fault, in particular in the early stages of impossibility and defects of title, sigma3D shall only be liable for typical and foreseeable damages, and only to the maximum amount of the value of the order.

17.4 sigma3D shall only be liable for the acceptance of a procurement risk if said procurement risk has expressly been accepted by virtue of a written agreement.

17.5 Liability for lost data shall be restricted to the typical recovery effort that would occur during the regular production of backup copies in accordance with risk.

17.6 With the exception of the cases indicated in clause 17.1 of legally mandated liability, the amount of the liability of sigma3D shall be restricted overall to the scope of coverage of its business liability insurance. Our aeronautical products liability insurance is limited to 1 million EUR for personal injury and/or property damage. Our general liability insurance is limited to 6 million EUR for personal injury and/or 1 million EUR for property damage.

Upon request by the customer, sigma3D shall provide a copy of its associated insurance policies at any time and free of charge.

In case the insurance company is freed from liability, sigma3D hereby undertakes to make its own payments to the customer, with exception of the cases indicated in 17.1 of legally mandated liability, only up to the maximum amount of 100,000.00 EUR for each individual damaging incident and, in any case, only up to the maximum value of the contract.

17.7 Liability for indirect and consequential damages shall be excluded, insofar as sigma3D has not violated a major contractual obligation or sigma3D has accused its executive employees or vicarious agents of intentionally malicious or grossly negligent violation of duty.

17.8 All further liability is hereby excluded.

17.9 The exclusions and limitations of liability in accordance with the above clauses 17.2 to 17.8 shall apply in the same extent to executive and non-executive employees and other vicarious agents, as well as to sub-contractors.

17.10 No reversal in the burden of proof shall be effected by the above regulations.

18. Prices, Payment Conditions, Grounds for Uncertainty

18.1 All prices shall be understood as prices in euros, plus a VAT in the legally required amount to be paid by the customer.

18.2 Insofar as sigma3D is entitled to provide partial deliveries and services, it may also create partial invoices for these.

18.3 All invoices shall be payable within 14 days following the invoice date, without discounts or any other allowances.

18.4 The customer shall be deemed to be in default of payment, even without a warning, within 30 days after the invoice date and - in case of repair or maintenance services - after the return of the repaired or maintained object.

18.5 From the beginning of default, interest in the amount of 8 percentage points shall be calculated above the respective base rate. The date upon which money or a credit memo is received by the account of sigma3D shall be considered the date of payment. The right to assert additional claims is hereby reserved.

18.6 If payment conditions are not observed, or if circumstances are or become clear that would cause sigma3D to doubt the creditworthiness of the customer according to dutiful commercial discretion, including those circumstances that were already in effect

upon conclusion of the contract, even if sigma3D was not aware of these or was not required to be aware, sigma3D shall be authorized in such cases, regardless of any further legal rights, to cease further work on any open orders or to cease deliveries, and to demand advance payments or the provision of acceptable securities from sigma3D for any outstanding deliveries and, after the expiration of an appropriate grace period for the provision of such securities without result - regardless of any further legal rights - to withdraw from the agreement. The customer shall be obligated to compensate sigma3D for all damages resulting from non-fulfillment of the agreement.

18.7 A claim to open insolvency proceedings by the customer, or a cessation in payment by it not based on rights of retention or on any other rights, shall entitle sigma3D to withdraw from the agreement at any time or to make the delivery of the purchased goods dependent on the prior fulfillment of the payment obligation. If the delivery of the purchased goods has already occurred, the purchase price shall be due immediately in the aforementioned cases. sigma3D shall also be entitled to demand return of the purchased goods in the aforementioned cases and to retain these until full payment of the purchase price.

18.8 Any right to retention or offset right of the customer shall only exist with regard to those counterclaims that are uncontested or have been legally determined, unless the counterclaim is based on a violation of major contractual obligations by sigma3D. Any right of retention may only be exercised by the customer insofar as its counterclaim is based on the same contractual relationship.

18.9 sigma3D shall only accept any bill discount offered in exceptional cases and by virtue of express agreement and on account of performance. sigma3D shall calculate discount charges and bill discount costs from the date upon which the invoice is due to the expiration date of the bill discount. Interest and costs for discounting or collecting bill discounts must be borne by the customer. In case of bill discounts and checks, the date upon which they are redeemed shall be considered the payment date. If a bill discount is rejected by sigma3D's principal bank, or if there is reasonable doubt that a bill discount shall occur during the term of the bill, sigma3D shall be entitled to demand immediate payment for return of the bill.

19. Software Usage

Insofar as the customer receives software from sigma3D as part of the scope of services, in particular for program creation, the „General Licensing Conditions for the Usage of Software (Computer Programs) of sigma3D GmbH“ shall also apply.

20. Place of Fulfillment, Place of Jurisdiction, Applicable Law

20.1 The place of fulfillment for all contractual obligations shall be the headquarters of sigma3D. The exclusive place of jurisdiction for all disputes shall be Gescher, insofar as legally permissible. sigma3D shall, however, also be entitled to bring claims against the customer at its general place of jurisdiction.

20.2 The law of the Federal Republic of Germany shall apply exclusively, in particular under exclusion of UN Sales Law.

21. Final Provisions, Notice

21.1 sigma3D shall only be obligated to call up incoming e-mails once per business day. E-mails must be sent exclusively to the following e-mail address: nfo@sigma3D.de

21.2 Without the approval of sigma3D, the customer shall not be entitled to transfer its contractual rights.

21.3 In accordance with the provisions of the Federal Data Protection Act and the EU General Data Protection Regulation (DSGVO), sigma3D points out that its bookkeeping is managed via a computer system and that, in this connection, it also stores the data obtained from the business relationship with the customer. In particular, these are also regularly the contact details (e-mail, telephone, address) to the respective contact persons of the customer.

In addition, contact details of customers, suppliers and other business contacts are stored in a CRM system.

In no case will personal data be shared with third parties.

Everyone has the right to information and deletion of their personal data. Please contact our data protection officer via our contact form on our website www.sigma3D.de.

21.4 If a current or future provision of the concluded Agreement shall be or become invalid / null and void or unenforceable for reasons other than those indicated in Sections 305-310 German Civil Code, this shall not affect the validity of the remaining provisions of this Agreement.

The same shall be true if any contractual gaps shall become evident following conclusion of this Agreement. The Parties shall replace the invalid provision or compensate for the gap with a valid provision that fulfills the legal and economic content of the invalid provision and the content of this Agreement. The provision of Sec. 139 German Civil Code (partial invalidity) is hereby expressly excluded.

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