

General Terms and Conditions for Services

1. Scope of application

- 1.1 The following General Terms and Conditions (GTC) apply to maintenance and services for media technology as well as for the Smart Building Support of the company FORTÉ Germany GmbH (FORTÉ Germany) for companies (clients) within the meaning of § 14 BGB (German Civil Code).
- 1.2 Conflicting or deviating terms and conditions of the customer are only recognised if FORTÉ Germany or an authorised representative expressly agrees to their validity in text form. The GTC of FORTÉ Germany also apply if the deliveries and services are carried out in the knowledge of conflicting or deviating conditions of the client. The GTC also apply to all future transactions with the client without the need for an explicit reference.

2. Subject matter of the contract, components of the contract

- 2.1 Maintenance and fault clearance services
 - 2.1.1 FORTÉ Germany will provide the service obligations described in the offer for maintenance and fault clearance services with the details and specifications regulated therein at the project or deployment location agreed therein.
 - 2.1.2 Troubleshooting services

Fault detection	The fault is reported by the client to the Service Desk or determined by FORTÉ Germany on site
Fault report	The fault is reported by e-mail to support@ourforte.eu or by telephone to FORTÉ Germany support and recorded in the ticket system
Fault assessment	FORTÉ Germany assesses whether the fault can be rectified remotely or on site. If an on-site intervention is necessary, FORTÉ Germany will coordinate this with the client
Fault recording	FORTÉ Germany records all faults centrally in the ticket system and tracks them until the fault is rectified
Fault clearance/troubleshooting	Correction or restoration of the function, if necessary also through alternative solutions (workaround) and subsequent



	restoration. If the fault can be rectified remotely, this is done by telephone support
Documentation and finalisation	The fault clearance is documented and the fault notifier and process participants are informed of the completion

2.1.3 Maintenance services

Maintenance includes

- a. Detailed inspection and testing of the system components to be maintained - technical check for component faults.
- b. Carrying out a system test with complete audio and video system functions.
- c. Carrying out a video conference test call.
- d. Complete function test via operation via the user touch panel.
- e. Make adjustments to the audio level and EQ, if necessary, to optimise the acoustic sound quality.
- f. Reloading the system software, if necessary, to restore functions or update code changes as required.
- g. Open and clean the device filters and remove dust from the system components.
- h. Performing geometry and colour balance adjustments on projectors to achieve optimal image quality.
- i. Document lamp run time and general condition of the projector; recommend replacement lamp if it has reached 90% of its recommended run time.
- j. Investigation and repair of faulty connections in the system if necessary.
- k. Preparation of a maintenance log.

2.1.4 Unless otherwise agreed in writing, maintenance will take place once a year at the initiative of FORTÉ Germany. FORTÉ Germany will provide two dates to choose from, one of which will be confirmed by the client in writing within a reasonable period of time. The client is neither entitled to a third date option nor to a credit note in case of non-utilisation. This shall also apply if the client cancels the appointment that has already been confirmed in writing, for whatever reason.

2.1.5 The client shall designate a central contact person for FORTÉ Germany for all matters.

2.1.6 FORTÉ Germany will perform the service in accordance with the recognised rules of technology. If a specific service level has been agreed, the regulations as defined in the offer apply.



2.2 Smart Building Support

2.2.1 FORTÉ Germany will provide the service obligations for Smart Building Support described in the offer with the details and specifications regulated therein remotely by FORTÉ Germany. If it is not possible to rectify faults in the sensors, hardware or infrastructure remotely, this will be done by the FORTÉ Germany service team on site at the agreed project location.

2.2.2 Services

The following services are included in Smart Building Support:

- a. Incident management: rectification of faults and errors within the application and rectification of errors in the sensors, hardware and infrastructure.

Fault detection	The fault is reported by the client to the Service Desk or determined by FORTÉ Germany. If FORTÉ Germany detects a fault, it also reports this to the client
Fault report	The fault is reported by e-mail to support@ourforte.eu or by telephone to FORTÉ Germany support and recorded in the ticket system
Fault recording	FORTÉ Germany records all faults centrally in the ticket system and tracks them until the fault is rectified
Fault clearance/ troubleshooting	An initial fault clearance is initiated.
Documentation and completion	During the fault rectification process, the progress of the



	fault rectification is documented and fault notifiers and process participants are informed of the completion of the process
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- b. Application updates and maintenance
Updates and maintenance follow the manufacturer's cycles and are provided automatically without further information.
- c. Changes to the platform
Changes are made after consultation.
- d. Release management
Release management follows the cycles and specifications of the platform manufacturer (Thing Technologies GmbH).

2.2.3 FORTÉ Germany is only obliged to provide the service if the infrastructure to be provided by the client is fully available.

2.2.4 The client will ensure all necessary technical requirements for access to its environment.

3. Service times

3.1 Maintenance and fault clearance services

All services under this agreement shall be provided within the defined service hours from Monday to Friday from 9:00 to 17:00 CET (except on public holidays in the federal state of Hesse).

4. Service level

4.1 Maintenance and fault clearance services

The response times for fault clearance are specified in the offer or in the order confirmation.

4.2 Smart Building Support

Faults and services are rectified on a "best effort" basis.

Faults are generally rectified in three working days or less.

5. Deadlines and execution periods

5.1 Dates or deadlines are only deemed to have been agreed if they have been confirmed by FORTÉ Germany in text form. Unless otherwise agreed, they begin with this confirmation and are to be re-agreed if changes occur later.

5.2 Compliance with deadlines and dates by FORTÉ Germany always requires that the client fulfils his obligations to cooperate in a timely and complete manner. If the client fails to do so and if compliance with deadlines and dates depends directly or indirectly on the fulfilment of such an obligation by the client, agreed deadlines shall be extended and dates shall be postponed at the request of FORTÉ



Germany by the period corresponding to the delay, as well as by a reasonable restart period. The fact that FORTÉ Germany always uses existing personnel and other resources under the condition of full capacity utilisation must be taken into account.

6. Duty to co-operate

6.1 Maintenance and fault clearance services

6.1.1 The client shall provide FORTÉ Germany with optimum support.

This includes in particular

- Coordination and confirmation of maintenance dates in writing,
- Providing the necessary premises and enabling undisturbed work,
- Provision of supporting staff, if necessary and after notification of this need by the contractor,
- Immediate acceptance of services.

6.1.2 If the AV systems to be maintained and serviced were not fully planned and installed by FORTÉ Germany, the client must provide before the start of the service:

- Plans of the AV systems
- uncompiled source code of the media control and touch panel (non-compiled source code and system drawings cannot be obtained from the systems. Updates to the systems cannot be carried out without these files).
- Compiled code, extracted from the system controller
- Configuration of the files for the following equipment:
 - Ethernet routers/switches used in the AV area
 - Audio digital signal processors
 - Broadcast router/controller
- List of IP addresses for all network-connected AV devices
- List of current software/firmware versions for critical system components:
 - AV system controller
 - Ethernet routers/switches used in the AV area
 - Audio-digital signal processors
- Precise inventory of AV assets with original installation date and description of current status

6.1.3 The completeness and correctness of the information according to 6.1.2 as well as the full operational functionality of the existing AV systems not installed by the Contractor shall be checked by the Contractor within two weeks of handover of the information and confirmed or objected to in writing. The Contractor's obligation to perform shall not commence until



the information is fully available and only if the existing AV systems are confirmed to be fully functional.

6.1.4 If it is not possible for the client to provide the data in accordance with 6.1.2 in full, the Contractor shall endeavour to generate this data itself as part of a best-effort process. This service is not the subject of this contract and can be invoiced separately by the Contractor in accordance with the standard price list. The start of the service obligation shall then be postponed accordingly.

6.2 Smart Building Support

The client will ensure at its own expense that FORTÉ Germany is provided with the necessary conditions for the provision of the services as agreed and

- report a fault in such detail that the problem can be traced,
- Fill out forms completely,
- provide support from the client's IT department,
- recreate problems,
- Check problem resolution,
- answer queries.
- appoint a competent contact person,
- fulfil other obligations to cooperate listed in the service description.

6.3 If the client or his authorised representative violates an obligation to cooperate, he is obliged to compensate FORTÉ Germany for the resulting damage.

7. Service prices

7.1 The prices agreed in the offer apply.

7.2 Unless otherwise agreed, FORTÉ Germany is free to adjust the prices annually. FORTÉ Germany will announce this two months before the end of the contract year. In this case, the customer has the right to terminate the contract at the end of the contract year.

7.3 On-site assignments will be remunerated on the basis of the hourly rates stated in the offer/order confirmation, including travelling time, plus travel and accommodation costs, unless the assignment is included in the price according to the offer/order confirmation.

8. Claims for defects and liability

8.1 **The client is aware that smart building solutions may be subject to outages due to maintenance or for other reasons and that longer outages may also be possible. For this reason, the client will ensure that he has alternative solutions for all smart building solutions so that he does not suffer any**



damage in the event of an interruption or failure. Under no circumstances will FORTÉ Germany be liable for direct or indirect damages due to a failure or interruption, to the extent permitted by law.

- 8.2 In the event of defective performance, the client can initially only demand subsequent fulfilment. FORTÉ Germany will rectify any notified material defects within a period of time appropriate to the severity of the defect in accordance with the statutory provisions. In the case of Smart Building Support, substitute performance by third parties is not permitted.
- 8.3 Insofar as defects are due to circumstances for which the client is responsible, FORTÉ Germany will remedy them at the request of the client at the actual cost and under the conditions defined in the order.
- 8.4 The statute of limitations for material defects is based on the statute of limitations of the equipment manufacturer or the statutory provisions, unless otherwise agreed.
- 8.5 FORTÉ Germany is not liable for negligence.
- 8.6 FORTÉ Germany's liability is based exclusively on the agreements made in this contract. All claims not expressly conceded therein, in particular for compensation for damages of any kind, including damages that have not occurred to the subject matter of the contract itself, are excluded.
- 8.7 This exclusion of liability does not apply in the case of intent or gross negligence on the part of FORTÉ Germany, a legal representative or vicarious agent, or in the case of a breach of essential contractual obligations. In these cases, however, the compensation for damages may not exceed the loss and loss of profit that FORTÉ Germany has incurred, taking into account the circumstances that FORTÉ Germany knew or should have known at the time of conclusion of the contract or should have foreseen as a possible consequence of the breach of contract. This does not apply if FORTÉ Germany is liable for intent. This also does not apply to damages resulting from injury to life, body or health, which are based on a negligent breach of duty by FORTÉ Germany or an intentional or negligent breach of duty by a legal representative or vicarious agent. The exclusions and limitations of liability apply to the same extent in favour of the legal representatives, other organs, executive and non-executive employees and other vicarious agents.



8.8 Neither party shall generally be liable for indirect consequential damages, damages beyond its control or for claims for loss of revenue, profit, productivity or business.

9. Remuneration and terms of payment

- 9.1 Monthly recurring fees are invoiced in advance at the beginning of each month; annually recurring fees are invoiced in advance at the beginning of each year.
- 9.2 One-off fees and additional costs which may arise in connection with maintenance or service tickets and which the customer has agreed to, e.g. ordering spare parts or repairs from third-party providers, will be invoiced together with the service when the ticket is closed or after completion of the maintenance.
- 9.3 Prices for equipment and materials are net, i.e. ex works, excluding packaging, delivery, assembly and VAT, customs duties or other public charges. The costs of packaging, delivery and VAT shall be invoiced separately.
- 9.4 If the delivery and service takes place after the agreed delivery date at the request of the client, FORTÉ Germany can invoice the client for the necessary costs of storage, insurance and financing of the delivery item at the usual local rates.
- 9.5 For hourly wage work, the prices according to the offer apply, if no price agreement has been made there, 7.2 applies. The client will name to FORTÉ Germany persons, including representatives for them, who are authorised to receive and approve the hourly wage slips for maintenance and fault clearance services. The handover can be done by mail delivery.
- 9.6 Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in labour, material and distribution costs for deliveries made 4 months or more after conclusion of the contract.
- 9.7 All liabilities are to be settled immediately and without deduction within 10 calendar days of receipt of the invoice. If the client defaults on payment, FORTÉ Germany is entitled to claim default interest in the amount of 8 percentage points above the base rate in accordance with § 288 II BGB. The assertion of a higher damage caused by default remains reserved.
- 9.8 In the event of late payment, FORTÉ Germany is entitled, without prejudice to further legal rights, to exercise a right of retention for all further services without prior notice or to demand advance payment or security in this respect. The same applies if FORTÉ



Germany becomes aware of facts that give rise to justified doubts about the solvency of the client.

- 9.9 Bills of exchange and cheques must only be accepted by FORTÉ Germany if this has been agreed in writing and then only on account of payment. Payment is only deemed to have been made when the amount owed has been irrevocably credited.

10. Right of set-off and retention

The client is only entitled to offset if his counterclaims have been legally established or are undisputed or recognised by FORTÉ Germany. This does not apply to claims due to defects from this contract. The client is only authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

11. Term and cancellation

- 11.1 The terms of the agreements are set out in the offer. After expiry, the term shall be extended by a further year in each case if it is not cancelled in writing three months before the end of the contractual year.
- 11.2 Both parties have the right to terminate without notice for good cause. Good cause for cancellation shall include all circumstances that make further cooperation with the other party unreasonable.
- 11.3 At the request of the client, FORTÉ Germany shall return to the client all documents necessary for the performance of the Services. FORTÉ Germany is also obliged, at the request of the client, to delete all data and copies thereof, which it has received in connection with the activity for the client, from data carriers not to be handed over to the client, unless these are to be retained for legal reasons.

12. Confidentiality

- 12.1 FORTÉ Germany undertakes to maintain confidentiality about all information acquired in connection with its activities concerning the business and operational affairs of the client. This also applies for a period of 24 months after termination of this contract.
- 12.2 FORTÉ Germany will only make this information accessible to third parties after prior written notification of the client and only to the extent that this is necessary for legal reasons or for the fulfilment of the contract.
- 12.3 The confidentiality obligation applies only to the extent and until the information and documents mentioned are proven to be generally known without the intervention of the party obliged to maintain confidentiality or have been made accessible to third parties without



a confidentiality obligation. Statutory disclosure obligations remain unaffected.

12.4 If FORTÉ Germany becomes aware of data in connection with this contract that is subject to confidentiality under the Telecommunications Act or the applicable data protection regulations, it must comply with the confidentiality regulations regulated therein. In particular, FORTÉ Germany shall instruct its vicarious agents accordingly.

13. General

13.1 The contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

13.2 The place of jurisdiction for all disputes arising in connection with this contract or its validity is Frankfurt am Main.

13.3 The client agrees that his data may be stored and processed in computerised form insofar as this is necessary for the proper handling of the contractual relationship.

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