

General Terms and Conditions of SWC.group

tec4 powertrains GmbH

Version dated: 10.07.2020

Preamble:

These General Terms and Conditions form an integral part of all legal relationships established by contract between **SWC.group tec4 powertrains GmbH** (hereinafter referred to as "**T4P**"), located at Neidingen 9, 4783 Sankt Vith, Belgium, registered with Banque Carrefour under number **BE 0722 541 716** and represented by its management, and its customers.

Customers, as referred to herein, include both consumers and businesses. A customer is deemed a consumer if they are a natural person entering into a legal transaction with T4P for private purposes, meaning it is not predominantly associated with their commercial or independent professional activities. A customer is considered a business if they are a natural or legal person, or a legally recognized partnership, acting within the scope of their commercial or independent professional activities when concluding a legal transaction with T4P.

These General Terms and Conditions are primarily based on Belgian law, particularly with respect to consumers. Specific deviations for businesses are expressly noted where applicable.

The version of the General Terms and Conditions in effect at the time of the contract conclusion shall apply. The current version can be accessed free of charge at www.swc.group and www.t4p.eu.

I. General Provisions

1. Contractual Partner

Regardless of the type of service provided, T4P shall always be the contractual partner of the customer. Exceptions apply only where explicitly agreed otherwise on an individual basis.

2. Place of Performance

Unless otherwise stipulated in the following provisions, the place of performance for all obligations under this agreement shall be T4P's registered office, located in Sankt Vith or Eupen.

3. Scope of T4P's Liability

Unless otherwise specified below, T4P shall be liable for breaches of contractual or non-contractual obligations in accordance with statutory provisions.

T4P shall be liable for damages—regardless of the legal basis—only in cases of wilful misconduct or gross negligence. In cases of simple negligence, T4P is liable only for damages resulting from injury to life, body, or health, or from breaches of essential contractual obligations (i.e., obligations whose fulfilment is essential to the proper performance of the contract and on which the customer routinely relies). In the event of a breach of essential contractual obligations, liability shall be limited to the foreseeable damage typical for this type of contract.

Personal liability of T4P's legal representatives, employees, and agents for damages caused by simple negligence is excluded, except in cases of injury to life, body, or health. For damages caused by gross negligence (excluding legal representatives and executive employees), the same liability limitations applicable to T4P shall apply.

These limitations do not apply where T4P has fraudulently concealed a defect or assumed a guarantee for a product's condition. Statutory mandatory claims, particularly under product liability law, remain unaffected.

4. Declarations and Notifications

Legally relevant declarations and notifications from the customer to T4P after the conclusion of the contract (e.g., setting deadlines, reporting defects, declarations of withdrawal or reduction) must be made in text form to be effective. Transmission by fax or email, including a signed document, shall suffice.

5. Exclusive Application of These General Terms and Conditions

Any conflicting, deviating, or supplementary terms and conditions of the customer shall not become part of the contract unless T4P has expressly agreed in writing. This applies even if T4P provides services without reservation while being aware of the customer's differing or supplementary terms.

6. Applicable Law and Jurisdiction

All contractual relationships with T4P are governed exclusively by Belgian law, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

References to the application of statutory provisions are for clarification purposes only. Even without explicit mention, Belgian statutory provisions apply unless they are directly modified or expressly excluded by these General Terms and Conditions.

The exclusive place of jurisdiction shall be the competent court located at T4P's registered office in Sankt Vith or Eupen, Belgium.

T4P may translate these General Terms and Conditions into other languages; however, the German version shall always prevail.

7. Data Protection

T4P is responsible for data processing in compliance with applicable data protection laws. Personal data provided by the customer during the order process (in particular, name, address, contact information, and bank details) will be used exclusively for contract processing and customer support unless explicit consent has been given for further use.

Additionally, standard EU data protection notices apply.

8. Consumer Dispute Resolution Notice

T4P will not participate in a dispute resolution procedure before a consumer arbitration board and is not obligated to do so.

II. Provisions for the Performance of Workshop Services

1. Scope of Application

The provisions of this Section II apply in addition whenever the customer enters into a contract with T4P for the provision of workshop services for motor vehicles, including the installation or replacement of vehicle parts.

2. Conclusion of Contract

The contract is concluded when the customer accepts T4P's offer and makes an initial down payment, or accepts it by confirming via email or by commencement of the commissioned workshop services.

Where possible, the email confirmation or the job sheet should specify the workshop services to be performed.

T4P reserves the right to subcontract work and engage third parties to perform trial runs and transport operations. The transfer of the customer's rights and obligations under the workshop contract requires T4P's written consent.

3. Completion and Default of the Debtor

T4P is generally obligated to meet the specified and binding completion dates. If the scope of the workshop services changes or expands after the original order and causes delays, T4P must immediately inform the customer, stating the reasons and proposing a new completion date.

If T4P cannot meet a binding completion date due to force majeure, civil unrest, strikes, lockouts, or significant operational disruptions beyond its control—particularly shortages of skilled workers, delays in supplier deliveries, or disruptions at service providers—T4P is not liable for damages or reimbursement of futile expenses resulting from such delays. T4P must, however, promptly inform the customer and refund any services already paid for.

Default occurs according to statutory provisions. However, even if a binding completion date is set, T4P will only be in default if the customer issues a reminder. If the customer has a claim for compensation due to delay, the claim is limited to 5% of the effective profit from the contract value.

Mandatory statutory claims and rights of the customer, as well as T4P's rights in case of impossibility or unreasonableness of performance or subsequent performance, remain unaffected.

4. Acceptance and Default of Acceptance

The customer must accept the workshop services at T4P's branch office, which is also the place of performance. If services are provided at a racetrack or

external site, acceptance takes place there, which becomes the place of performance. Deviations can be agreed upon in individual cases.

The customer is in default of acceptance if they fail to collect the vehicle handed over for workshop services within one week of receiving the notice of completion and the invoice, after being requested to do so by T4P.

The risk of accidental loss and accidental deterioration passes to the customer no later than upon acceptance. If the customer is in default of acceptance, it is considered equivalent to acceptance.

If the customer is in default of acceptance, fails to cooperate, or delays the performance for reasons attributable to them, T4P may claim compensation for any resulting damages, including necessary additional expenses (e.g., storage costs for delayed vehicle returns). T4P can claim a flat-rate compensation of €11 net per day of storage, starting one week after the completion date or, in the absence of a binding completion date, after notification of readiness for pickup.

T4P may assert higher damages if incurred, without prejudice to other statutory claims. If a claim for an amount higher than the flat rate is made, the flat rate is offset against the claim. The customer may prove that T4P suffered no or lesser damage. If the customer's default necessitates storage, all risks associated with the storage are borne by the customer.

5. Prices

Upon request, T4P will specify in the job sheet the individual cost items and the estimated total price. All cost estimates provided by T4P are non-binding. The customer cannot derive rights if the estimated costs are exceeded.

Prices listed in the job sheet are quoted excluding VAT for individual items; the total amount is shown both excluding and including VAT.

6. Payment Terms

The agreed compensation for workshop services becomes due upon vehicle handover, generally without discounts unless otherwise agreed. This applies regardless of whether the service is provided at T4P's

premises, at a racetrack, or externally. T4P can withhold vehicle handover until all open amounts are paid.

Payment must be made in cash unless T4P agrees to accept alternative methods (e.g., credit cards) at its discretion. Fees and costs incurred through the use of foreign currencies or foreign credit cards are borne by the customer.

T4P may demand a reasonable advance payment when accepting a workshop service order. This requires individual agreement with the customer. For orders with an expected value of €10,000 gross or more, an advance payment of 20% of the expected order value is generally required.

The customer enters into payment default upon expiry of the payment period without requiring a reminder. Outstanding amounts accrue interest at the statutory default interest rate during the period of default. T4P reserves the right to claim additional default damages. The customer may only offset or withhold payments if their counterclaims are undisputed or legally established.

Exceptions include offsetting claims from the same workshop contract or exercising rights of retention based on the same contractual relationship.

If, after conclusion of the contract, it becomes apparent that T4P's claims are jeopardized by the customer's lack of solvency, T4P may refuse performance and—if necessary after setting a deadline—withdraw from the contract, especially if insolvency proceedings are initiated against the customer's assets.

7. Retention of Title

If the accessories and spare parts installed by T4P do not become an essential component of the customer's vehicle upon installation, T4P retains ownership of these accessories and spare parts until full payment of all present and future claims arising from the individual service contract. If the customer is a business, T4P also retains ownership until all present and future claims from an ongoing business relationship have been fully paid.

If parts of the customer's vehicle that are not essential components of the vehicle are subject to retention of title, the customer may not dispose of them before full payment of the agreed remuneration. In particular, the customer may not pledge these parts, transfer them as security, or grant third parties contractual rights of use. The customer is obligated to immediately notify T4P in writing of any third-party access to parts subject to retention of title.

8. Contractor's Lien

T4P is entitled to a contractual lien on the customer's objects that have come into its possession due to the service contract, to secure payment for the workshop services provided. This contractual lien can also be exercised for claims arising from previously conducted workshop services, spare parts deliveries, and other services, provided they relate to the contractual object. For other claims arising from the business relationship, the contractual lien applies only if they are undisputed or legally binding and the items in T4P's possession belong to the customer.

9. Warranty for Defects

Warranty claims for material and legal defects in workshop services are governed by the applicable statutory provisions unless otherwise specified below. T4P's liability is limited to the proper execution of workshop services, particularly the professional installation and removal of vehicle parts. If parts installed during workshop services are purchased from T4P in the context of the workshop order, the customer's warranty rights for these parts are governed by Section III of these General Terms and Conditions. This applies particularly to the installation of motorsport parts. T4P assumes no liability for parts provided by the customer. In such cases, the customer must assert claims directly against the respective manufacturer under product liability laws.

If the customer accepts a workshop service despite knowledge of a defect, warranty claims are only valid if the customer expressly reserves these rights upon acceptance.

The customer must report obvious defects in writing within two weeks after acceptance of the workshop services; timely dispatch of the notification suffices to

meet the deadline. Additionally, the customer must promptly disclose and specify defects discovered later.

If the customer fails to comply with inspection and notification obligations, T4P shall not be liable for unreported defects.

If the performed and accepted workshop service is defective, T4P generally has the right, at its discretion, to either rectify the defect or create a new work by reperforming the necessary workshop services. If the initial attempt at rectification fails, T4P has the right to attempt two more rectifications, provided it is necessary and reasonable, and provided no overriding interests of the customer oppose further attempts.

T4P may condition the subsequent performance on the customer's payment of the due remuneration. Nonetheless, the customer is entitled to withhold an amount proportionate to the defect's significance.

The customer must provide T4P with the time and opportunity required for the subsequent performance, particularly by handing over the vehicle for inspection of the reported defects. Replaced parts become the property of T4P.

Costs necessary for inspection and rectification—especially transport, travel, labour, and material costs—are borne by T4P if a defect actually exists. If the customer's complaint proves to be unjustified, T4P may claim reimbursement of the resulting costs.

If the rectification fails, or if a reasonable deadline set by the customer passes without success, or if rectification is legally dispensable, the customer may withdraw from the contract or reduce the remuneration. Withdrawal is excluded in the case of minor defects.

Customer claims for damages or reimbursement of futile expenses exist only according to this section's provisions and are otherwise excluded. This does not affect liability for fraudulently concealed defects or in cases where a guarantee for the condition has been assumed.

10. Statute of Limitations

The general limitation period for claims based on material or legal defects of a work involving the

manufacture, maintenance, or modification of an item, or planning and monitoring services, is one year from acceptance of the work. Vehicles or parts intended exclusively for use on racetracks—not for public road traffic—are exempt from this statute of limitations and are not covered by any liability on the part of T4P.

The limitation periods also apply to contractual and non-contractual claims for damages based on defects, unless shorter statutory limitation periods would apply in individual cases. Limitation periods under the Product Liability Act remain unaffected.

For all other claims for damages, the statutory limitation periods apply, especially in cases of intentional or grossly negligent breaches of duty or injury to life, body, or health.

11. Installation of Third-Party Parts

At the customer's request, T4P may install third-party parts. Third-party parts, as defined here, are components and accessories not manufactured by T4P or sourced through T4P suppliers but provided by the customer. When installing such third-party parts, T4P assumes no liability for the freedom from defects of the installed parts or for any resulting effects on the customer's vehicle.

III. Provisions for the Sale of Spare and Accessory Parts

1. Scope of Application

The provisions of this Section III apply in addition whenever the customer enters into a contract with T4P for the purchase and delivery of spare and accessory parts, regardless of whether T4P manufactures the products itself or sources them from the respective manufacturer.

2. Conclusion of Contract

If the customer makes a purchase at T4P's branch or at the racetrack, the customer submits a binding verbal offer upon selecting the desired spare and accessory parts. T4P can accept this offer only immediately. Upon verbal or email confirmation of acceptance, a purchase contract is formed.

If the customer orders spare and accessory parts via distance selling (by telephone, email, or online shop),

the customer submits a binding offer. Unless otherwise stated, T4P has the right to accept this offer within two calendar weeks. Acceptance may occur either in writing via order confirmation, by email, or through implied conduct, such as by dispatching the goods.

3. Right of Withdrawal

If the customer is a consumer and orders via distance selling (telephone, email, online shop), they have a statutory right of withdrawal under applicable law.

4. Voluntary Return Policy for Consumers and Commercial Customers

T4P grants a voluntary contractual right of return for most purchased goods, independent of the statutory rights, including warranty rights and consumer withdrawal rights, which remain unaffected.

Specific motorsport parts and vehicles built according to individual customer specifications or strict regulatory guidelines are excluded from the return policy.

a. Return Period

The return right is valid for 30 days from the day the customer—or a third party designated by them who is not the carrier—receives the goods. The delivery date is not counted toward the return period.

b. Exercising the Right of Return

To exercise the right of return, the customer must send the goods back to T4P within the 30-day period. Dispatch within this period is sufficient. Returned goods must be undamaged, complete, in their original packaging, and securely packed. A letter including the customer number, delivery date, and invoice number must accompany the goods.

c. Exclusion of the Right of Return

The right of return does not apply to:

- Electrical or electronic parts or devices,
- Items not regularly stocked by T4P,
- Items specifically manufactured according to the customer's specifications,
- Damaged or incomplete items, or items without their original packaging.

d. Consequences of Return

Upon proper return of goods, T4P will refund the purchase price paid by the customer, excluding return shipping costs and any original shipping charges.

If the goods lose value during the customer's possession, T4P is entitled to deduct the loss in value, but only if the deterioration was due to handling not necessary for examining the condition, properties, and functionality of the goods.

e. Special Provisions for Commercial Customers

If the customer purchased goods in the context of their commercial activity ("B2B"), T4P will not reimburse return shipping costs. Additionally, T4P reserves the right to charge a restocking fee of 25% of the net goods value, which will be deducted from the refunded purchase price.

f. Transfer of Risk

T4P expressly points out that the customer bears the risk of transport for the return shipment. If the goods are lost or damaged during return shipment, T4P is not obligated to refund the purchase price. In such cases, any claims must be asserted against the shipping company used by the customer.

5. Delivery, Debtor and Acceptance Default

Delivery dates and deadlines mentioned by T4P are only binding if confirmed in writing. Otherwise, they serve merely as reference points.

If binding delivery dates are not met due to reasons beyond T4P's control, T4P will promptly inform the customer and propose a new date. If, even at that later date, performance remains impossible for reasons beyond T4P's control, T4P is entitled to withdraw from the contract partially or entirely. If the customer has already provided consideration, T4P must refund it immediately.

T4P is not liable if delivery delays result from supplier failures despite a matching covering transaction, and neither T4P nor the supplier is at fault, or if T4P was not obliged to procure the goods in the specific case.

Default is determined according to statutory regulations. However, even in the case of binding delivery dates, T4P only falls into default if the customer sends a reminder. If the customer is entitled to compensation for delay, it is limited to 5% of the effective profit from the contract value related to the delayed performance. T4P is not liable if the damage would have occurred even if delivery had been on time.

Without prejudice to these rules, the customer retains statutory rights, especially in cases of impossibility or unreasonableness of performance.

If requested by the customer, ordered goods can be shipped to another location at the customer's expense. In such cases, T4P may freely choose the shipping method unless otherwise individually agreed.

The risk of accidental loss or deterioration passes to the customer upon handover. In a shipping transaction, this risk passes to the customer as soon as the goods are handed over to the carrier, freight forwarder, or any other person tasked with shipment—unless the customer is a consumer who has not personally selected the carrier.

If the customer falls into default of acceptance, fails to cooperate, or delays acceptance for reasons attributable to them, T4P can claim compensation, including additional expenses (e.g., storage costs for delayed deliveries). T4P may claim flat-rate compensation of 1.5% of the net price of the ordered goods per calendar week, capped at 5% of the net product price. T4P may assert higher actual damages if incurred. The customer may prove that no or lesser damage occurred.

6. Prices

The applicable purchase price is always the current price at the time the contract is concluded. All prices are gross prices and include statutory VAT.

In the case of a shipping purchase, the customer must also bear the transport costs. If the customer requests transport insurance, they are responsible for any additional costs incurred. T4P will not take back transport and other packaging materials in accordance with the Packaging Act; these become the property of the customer.

Any customs duties, fees, taxes, costs for proof of export (e.g., arrival confirmations), and other public charges are borne by the customer.

For intra-Community deliveries exempt from VAT, T4P reserves the right initially to issue an invoice including VAT. T4P will refund the VAT component once the customer provides proper documentation demonstrating actual export outside Belgium, according to legal requirements.

7. Payment Terms

For purchases made at T4P's premises, the purchase price is due immediately upon conclusion of the contract. Handover of the goods takes place after payment unless otherwise agreed.

Where prepayment is agreed, the purchase price is due within 14 days of invoicing. Delivery or shipment occurs only after receipt of payment.

In all other cases, the purchase price is due within 14 days of invoicing and delivery or collection of the goods.

Once the payment deadline passes, the customer automatically enters default without a reminder. T4P's claims accrue interest at the statutory default rate for the duration of the default period. T4P reserves the right to claim further default damages.

Offsetting and retention rights are only available to the customer if their counterclaims are legally established or undisputed. Exceptions apply for offsetting or retention of claims arising from the same purchase contract.

If, after contract conclusion, it becomes apparent that T4P's claims are endangered by the customer's insolvency, T4P may refuse performance and withdraw from the contract after setting a deadline, if necessary—especially if insolvency proceedings are initiated against the customer's assets.

8. Retention of Title

Ownership of sold goods remains with T4P until full payment of all current and future claims under the individual purchase contract. If the customer is a business, T4P also retains ownership of the sold goods until full payment of all present and future claims arising from the ongoing business relationship.

Goods under retention of title must not be pledged, transferred by way of security, or otherwise assigned to third parties until the purchase price is fully paid. The customer must immediately inform T4P in writing of any third-party access to goods subject to retention of title.

9. Warranty for Defects

When purchasing spare and accessory parts from T4P, the customer generally receives motorsport parts without general road approval (ABE) unless explicitly stated otherwise. These parts are considered short-lived high-performance products. Due to their inherent properties and high load use, T4P does not provide a warranty or guarantee for these motorsport parts.

Warranty claims only apply if the parts are used as intended. Intended use means exposure to normal wear from participation in public road traffic. If parts are used in races or high-speed events, no warranty is provided. T4P points out that motorsport-specific loads can cause part failures and consequential damages. The customer acknowledges these risks and waives any claims for damages or warranty.

Used parts are sold "as seen," with no warranty unless T4P has fraudulently concealed defects or explicitly guaranteed certain qualities. T4P only inspects used parts for usability, without assuming warranty obligations. Otherwise, warranty claims are governed by statutory provisions unless stated otherwise herein.

Where statutory warranty applies, it is based on the agreed condition of the products as specified in T4P's product descriptions. If T4P uses third-party product descriptions, these also become part of the agreement.

For purchase contracts that qualify as commercial transactions for both T4P and the customer (if the customer is a business), the customer's rights depend on the statutory duty to inspect and notify defects. Thus, the customer must report obvious defects immediately in writing—within two weeks of discovering the defect.

Even outside commercial transactions, customers who are businesses must report obvious defects, incorrect deliveries, and short deliveries within two weeks of

receipt. Failure to meet the inspection and notification obligations excludes warranty claims.

In case of defects, the customer can request either rectification or replacement. If the customer does not make a choice, T4P may demand that the customer does so within a reasonable period. If no decision is made, the choice passes to T4P.

T4P may make rectification dependent on payment of the due purchase price. However, the customer may withhold a reasonable portion of the price corresponding to the defect's significance.

The customer must allow T4P the opportunity to inspect the defective goods. If rectification involves replacement delivery, the customer must return the defective item in accordance with statutory provisions.

If rectification fails, or a reasonable deadline set by the customer passes unsuccessfully, or rectification is legally dispensable, the customer may withdraw from the purchase contract or reduce the purchase price. In case of minor defects, withdrawal is excluded.

Claims for damages or reimbursement of futile expenses are only available according to the conditions of these terms and are otherwise excluded, except in cases of fraudulent concealment or express guarantees.

10. Statute of Limitations

The general limitation period for defect claims is two years from delivery or acceptance of the goods. If the customer is a business, the limitation period is one year. For purchases of used spare and accessory parts, the limitation period is one year for consumers and six months for businesses.

These limitation periods also apply to contractual and non-contractual damage claims based on defects unless shorter statutory limitation periods apply. The limitation periods under the Product Liability Act remain unaffected.

For all other damages, the statutory limitation periods apply, especially for intentional or grossly negligent breaches of duty or injuries to life, body, or health.

IV. Provisions for the Provision of Services

1. Scope of Application

The provisions of this Section IV apply in addition whenever the customer enters into a contract with T4P for the provision of services. These services are typically related to T4P's offerings at races, test days, driver training, or other motorsport-related events, provided either at the racetrack itself or in a related environment.

The services particularly include (list not exhaustive):

- Coaching of drivers by motorsport instructors,
- Organization and execution of courses and "track days",
- Technical consulting and support.

If the customer books a package that contains both service and work contract elements, the provisions of this section apply to the service components, while Section II provisions apply to the work contract elements.

2. Conclusion of Contract

A service contract with T4P is concluded when the customer books the desired services and T4P accepts the offer by issuing a written order confirmation within fourteen calendar days.

If T4P begins to perform the services before the customer has received the order confirmation, the contract is deemed concluded upon commencement of the services.

T4P reserves the right to delegate the performance of individual services to third parties. T4P remains the contractual partner unless otherwise agreed.

3. Subject Matter and Performance of Services

The nature and scope of T4P's services are determined exclusively by the written order confirmation unless otherwise individually agreed. T4P decides how to perform the services, subject to the agreed scope.

The customer has no authority to issue instructions to T4P's employees, staff assigned to the task, or subcontractors involved in providing the services.

4. Dates, Deadlines, and Default

Dates and deadlines specified by T4P are binding only if included in the written order confirmation.

Otherwise, performance periods begin upon contract conclusion unless otherwise agreed. Agreed performance dates are subject to T4P receiving the necessary services from its contractual partners on time and according to the contract.

If binding performance dates or deadlines cannot be met for reasons outside T4P's control, T4P will promptly inform the customer and propose a new date or deadline. If T4P is still unable to perform for reasons beyond its control, it may withdraw from the contract in whole or in part. If the customer has already made any payments by this point, T4P must refund them immediately.

T4P is not liable for delays caused by third-party companies, provided neither T4P nor the third party is at fault.

T4P only falls into default upon a reminder from the customer, even if a binding date or deadline has passed. If a delay results in a compensation claim, the claim is limited to 5% of the effective profit from the delayed part of the contract value. T4P is not liable for damages that would have occurred even if performance had been timely.

This is without prejudice to the customer's mandatory statutory rights, especially in cases of impossibility or unreasonableness of performance.

5. Prices

Only the prices listed in the written order confirmation are binding. Unless otherwise agreed, prices are quoted as net prices plus applicable VAT.

6. Payment Terms

The agreed service fees are due upon contract conclusion, generally without discount unless otherwise specified individually. T4P may determine in each case the number of instalments and their due dates. T4P may condition service performance on advance payment.

Payment must generally be made in cash. Acceptance of other payment methods (such as credit cards or

transfers) is at T4P's discretion. The customer bears any fees resulting from foreign currencies or foreign payment methods.

Upon expiration of agreed payment periods, the customer automatically falls into default without requiring a reminder. Default interest is charged at the statutory rate. T4P may claim further damages caused by default.

The customer may only offset or retain payments if their counterclaims are legally established or undisputed. This does not restrict the customer's ability to assert counterclaims arising from a breach of duty by T4P.

If it becomes apparent after contract conclusion that T4P's claims are endangered by the customer's insolvency, T4P may refuse performance and, if necessary, after setting a deadline, withdraw from the contract—especially if insolvency proceedings are initiated against the customer.

7. Performance Disruptions

If T4P fails to perform a service in accordance with the contract and is responsible for the failure, it must reperform the service without additional cost to the customer within a reasonable period—unless this is unreasonably burdensome or the customer's interest in the service has ceased (absolute fixed transaction).

The customer must report any performance defects immediately and in writing. T4P is not liable for delays caused by force majeure.

If T4P again fails to properly perform the services within a grace period set by the customer and is responsible for the failure, the customer may terminate the contract without notice. The right to extraordinary termination for cause remains unaffected.

If the customer terminates the contract under these conditions, T4P is entitled to payment for services performed up to the effective date of termination. T4P's claim lapses only for services that the customer proves to be unusable or of no interest.

If T4P is not responsible for the defective service, it will offer to rectify the defect. If the customer accepts, they bear the additional reasonable costs.

8. Limitation Period

Claims for performance disruptions under this section expire within one year from the statutory start of the limitation period.

Limitation periods for claims arising from intentional or grossly negligent breaches, or injury to life, body, or health, remain governed by statutory provisions.

9. Liability for Third-Party Services

T4P is not liable for disruptions, personal injuries, or property damage related to services provided by third parties if these services are expressly labelled as third-party services in the service description and order confirmation, making it clear that they are not part of T4P's own performance.

V. Miscellaneous

Only the German version of these Terms and Conditions shall be legally binding. In case of disputes, ambiguities, errors, defects, or contradictions between the German version and translations, the German version shall prevail.

If other documents (e.g., contracts, terms and conditions, correspondence) are available in other languages, these are for informational purposes only.