

## GENERAL TERMS AND CONDITIONS

### I. General Part

#### § 1 Scope of application

- (1) These General Terms and Conditions of Business (hereinafter referred to as "our GTC") are an integral part of all our contract offers and contract acceptances and apply to all deliveries and other services provided by us. We do not recognise the general terms and conditions of our customers (hereinafter "Customer"), even if we do not expressly object to them or if we perform the service to the Customer without reservation in the knowledge of terms and conditions of the Customer that conflict with or deviate from our GTC.
- (2) Our GTC shall also apply to all future transactions with the Customer, even if we do not refer to the validity of our GTC again.
- (3) Our GTC apply only to entrepreneurs within the meaning of §14 BGB (German Civil Code).
- (4) Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over our GTC. Such agreements must be made or confirmed in writing for evidence purposes. Subject to proof to the contrary, the contract or our written confirmation shall be authoritative for the conclusion and content of such agreements. With the exception of managing directors and authorised signatories, our employees are not entitled to make agreements that deviate from our GTC.
- (5) Legally relevant declarations and notifications by the Customer (e.g. setting of deadlines, notification of defects, withdrawal or reduction) are only effective if they are made in text or written form (e.g. letter, e-mail).
- (6) References to the applicability of statutory provisions are for clarification purposes only. In addition to our GTC, the statutory provisions shall also apply without reference to this, unless they are directly amended or expressly excluded in our GTC.

#### § 2 Offers, conclusion of contract, documents

- (1) Cost estimates, price and delivery information, product presentations and other verbal statements made by us in the run-up to the conclusion of the contract do not constitute offers in the legal sense but are to be understood as an invitation to the Customer to make an offer. A contractual offer by us shall only exist if it is made at least in text form and is designated as an offer. Even if we make an offer, it may be subject to change, i.e. we are entitled to revoke the offer at any time until it is accepted by the Customer, unless expressly stated otherwise in the offer.
- (2) Orders placed by the Customer are binding.
- (3) Cost estimates, sketches, drawings, illustrations, specifications, performance descriptions, data sheets and other documents that are not part of the scope of delivery shall remain our property. They may not be made accessible to third parties and must be returned immediately upon request.

### **§ 3 Object of the contract**

- (1) The content of the contract and the scope of the services owed by us are exclusively derived from the contract documents and service descriptions.
- (2) Services that are not expressly agreed in the contractual documents are not part of the scope of services owed. This applies, in particular, to the delivery of software produced by third parties ("third-party programs"). If this is not expressly included in the scope of delivery, the Customer shall undertake the procurement of the necessary hardware and required third-party programs on its own responsibility and at its own expense.
- (3) Insofar as we sell third-party programs and the transfer of these programs is linked to the acceptance of the licence conditions of the respective manufacturer, the transfer of ownership of these third-party programs to the Customer shall be subject to the condition that the Customer confirms the licence conditions of the manufacturer in writing.
- (4) Unless expressly agreed otherwise, consulting and support services, the installation of our products, the installation of third-party programs, the setting up of hardware, the performance of a trial run, the care and maintenance of software and hardware as well as instruction and training activities are not part of the services owed by us under the contract. Such additional services require a separate agreement.
- (5) The Customer has no claim to the handover and use of the source code of the software handed over.
- (6) If we supply spare parts, the installation is not part of the services owed by us, unless expressly agreed otherwise. The Customer shall undertake the installation himself.

### **§ 4 Nature of our software and hardware**

- (1) The agreed quality of our products shall only include the properties and features stated in the contractual documents.
- (2) Third-party programs – insofar as these are provided by us by way of exception – shall be provided to the Customer in the latest version at the time of delivery. We are entitled to include open-source software components in the software. A warranty shall only exist if it is expressly designated as such.
- (3) Declarations regarding the quality and durability of hardware and software sold shall only constitute a guarantee of quality or durability if we have expressly designated them as a "guarantee". Product descriptions do not constitute an agreement as to quality. We do not give guarantees in the legal sense unless we have expressly designated them as a "guarantee".

### **§ 5 Rights to the maresystems software**

- (1) Insofar as the delivery of software created by us is part of the scope of delivery ("contractual software"), the Customer shall receive a non-exclusive, transferable right for an unlimited period of time to use the software to the extent granted in this contract upon full payment of the agreed remuneration. The contractual software may only be installed and used on one computer per licence purchased. The permissible use includes the installation of the contractual software, the loading into the main memory as well as the intended use by the Customer. The

number of licences and the type and scope of use shall otherwise be determined in accordance with the contractual offer.

- (2) In no case shall the Customer have the right to lease or otherwise sub-license the purchased contractual software, to publicly reproduce or make it accessible by wire or wireless means, or to make it available to third parties, whether for a fee or free of charge.
- (3) The Customer is entitled to make a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup copy" as well as a copyright notice to the created backup copy.
- (4) The Customer shall only be entitled to decompile and reproduce the contractual software if this is provided for by law and we have not made the necessary information available to the Customer upon request within a reasonable period of time.
- (5) The Customer is entitled to permanently transfer the acquired copy of the contractual software to a third party and hand over the documentation. In this case, he will completely give up the use of the program, remove all installed copies of the program from his computers and delete all copies located on other data carriers or hand them over to us, unless he is legally obliged to retain them for a longer period. The Customer shall expressly agree with the third party to observe the scope of the granting of rights in accordance with this contract. A splitting of acquired licences is not permitted.
- (6) If the Customer uses the contractual software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of use permitted) or quantitatively (with regard to the number of licences acquired), the Customer shall immediately acquire the rights of use necessary for the permitted use.
- (7) Copyright notices, serial numbers and other features serving to identify the program may not be removed or changed by the Customer from the contractual software.

#### **§ 6 Shipment and transfer of risk**

- (1) Unless otherwise agreed, delivery shall be ex warehouse (EXW Incoterms 2020).
- (2) If the installation of hardware and/or installation of software at the Customer's premises has been agreed, the risk of accidental loss or accidental damage shall pass to the Customer as soon as the hardware and/or software has entered the Customer's spatial or digital business area.
- (3) Partial deliveries are permissible insofar as they are reasonable for the Customer. Invoices issued for partial deliveries are due for payment irrespective of the total delivery.  
If our employees or other third parties acting on our behalf assist the Customer with loading and/or transport security, this shall be done as a matter of courtesy and at the Customer's own risk. These persons shall act as vicarious agents of the Customer. We do not assume any responsibility in this respect. The Customer shall indemnify us against all possible claims by third parties.

#### **§ 7 Delivery periods/delay in delivery**

- (1) Stated deadlines are for project planning purposes only and are generally non-binding. Performance deadlines or dates are only binding if they have been expressly agreed in writing as binding. An agreed delivery period begins at the earliest with the conclusion of the contract, but not before the technical and commercial details of the execution of the contract have been fully clarified. The commencement of all deadlines applicable to us also presupposes the performance of all necessary acts of cooperation by the Customer, in particular the transmission of all necessary information, as well as compliance with the agreed terms of payment, including receipt of the down payment, by the Customer.
- (2) Delivery shall be subject to timely and proper self-supply. We shall not be obliged to procure the goods or the raw materials required for the manufacture of the goods elsewhere if we are not supplied by our supplier for reasons for which we are not responsible despite having concluded a corresponding covering transaction.
- (3) We shall not be liable for non-deliveries or delays in delivery if these are due to force majeure or any other impediment beyond our control and we could not reasonably be expected to consider the impediment or to avoid or overcome the impediment or its consequences. This applies, for example, in cases of war, acts of terrorism, natural events, operational, transport and traffic disruptions, strikes, lawful lockouts, official orders, mass illnesses, epidemics and pandemics. In such cases, we shall inform the Customer of the reason for the hindrance and its effects. If such an event makes it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, both parties are entitled to withdraw from the contract. In the event of hindrances of temporary duration, our delivery or service deadlines shall be extended, or our delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. If the resulting delay exceeds a period of three months, both contracting parties shall be entitled to withdraw from the contract. If one of the contracting parties cannot reasonably be expected to continue to adhere to the contract as a result of the delay before the expiry of this period, the respective contracting party shall be entitled to withdraw from the contract.
- (4) In the event of a delay in delivery or impossibility, liability for damages shall only exist in accordance with § 12.

#### **§ 8 Prices, terms of payment**

- (1) Our prices are quoted in euros plus statutory value added tax at the applicable rate. Unless otherwise agreed, prices are ex warehouse (EXW Incoterms 2020) plus costs for shipping, packaging and insurance, customs duties or other taxes.
- (2) Prices quoted in our offer or order confirmation are only fixed prices if they are expressly designated as fixed prices therein. If we have agreed a fixed price with the Customer, this shall only include the expressly agreed services. Services based on the Customer's request for changes or additions are to be remunerated additionally. This shall also apply if no express agreement on additional remuneration is made in this respect. In this case, the additional services shall be charged according to our usual hourly rates/price lists.
- (3) The prices for our deliveries are based on the circumstances existing at the time of the conclusion of the contract. In the event of unforeseeable cost increases beyond our control, e.g. due

to increases in freight rates, transport costs, taxes, customs duties or other public charges, changes in the price of raw materials or currency fluctuations, we shall be entitled to adjust the prices at our reasonable discretion. If the price increase exceeds 15% of the original price, the Customer may reject the price increase. In this case we are entitled to withdraw from the contract.

- (4) Our invoices are due for payment immediately. Deductions such as discounts are not permitted unless expressly agreed with the Customer. Unless expressly agreed otherwise, the Customer shall be in default if the invoice amount is not paid within 14 days of receipt of the invoice. The date of receipt of the payment by us shall be decisive. An earlier occurrence of default in accordance with the statutory provisions, in particular by means of a reminder, shall remain unaffected.
- (5) Unless otherwise agreed, payments shall be made by bank transfer. Insofar as other methods of payment have been agreed, any charges incurred by the payment service providers shall be borne by the Customer. We are entitled to issue invoices in electronic form.
- (6) During default of payment, the Customer is obliged to compensate default interest and lump-sum damages in accordance with the statutory provisions as minimum damages. The assertion of further damages is not excluded. With respect to merchants, our claim to the commercial due date interest (§353 HGB – German Commercial Code) remains unaffected.
- (7) The Customer shall only be entitled to rights of set-off and retention if its counterclaims have been legally established, are undisputed or have been recognised by us.
- (8) We are entitled at any time without restriction to sell and/or assign our claims against the Customer to third parties.
- (9) If, after the conclusion of the contract, circumstances become known which are likely to substantially reduce the creditworthiness of the Customer and as a result of which the claim to the purchase price is jeopardised (e.g. cessation of payments, application for the opening of insolvency proceedings, default with payment obligations under other contracts within the scope of the business relationship with us), we shall be entitled to perform outstanding deliveries and services only against advance payment or the provision of security. Special agreements (including special discounts and cash discount agreements) shall lapse in this case.
- (10) The Customer must ensure the timely and complete settlement of claims which maresystems asserts from services rendered. The transfer of the debt to the invoice recipient is not permitted. (This refers to the case where a ship management company orders a service, but the invoice recipient is the ship owner and the latter is in default of payment).

## **§ 9 Retention of title**

- (1) Our deliveries are subject to retention of title. We retain title to the delivered goods, including all data carriers as well as the user documentation handed over, until full payment of the purchase price as well as all other existing claims (even if they did not exist at the time of the conclusion of the contract) against the Customer from the business relationship. Ownership of the goods shall therefore automatically pass to the Customer as soon as the purchase price has been paid and there are no further claims arising from the business relationship (retention of title in the form of a current account reservation).

- (2) Any transformation or processing (hereinafter collectively referred to as "processing") of our goods still subject to retention of title (hereinafter referred to as "goods subject to retention of title") by the Customer shall always be carried out for us as manufacturer within the meaning of §950 BGB. In the event of processing, we shall acquire direct ownership of the newly created item. If the reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice value incl. VAT) to the other processed items at the time of processing. If the goods subject to retention of title are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the Customer's item is to be regarded as the main item, the Customer and we agree already now that the Customer transfers co-ownership of this item to us on a pro rata basis (in proportion to the value of the raw materials). We will accept this transfer. The provisions for goods subject to retention of title shall apply accordingly to the products resulting from processing, mixing or combining, insofar as they are our property. The Customer shall no longer be entitled to process, combine, mix or blend the goods subject to retention of title (hereinafter referred to as "processing authorisation") if he is in default of payment, if the opening of insolvency proceedings against his assets is applied for or if he is obliged to apply for insolvency proceedings against his assets.
- (3) The Customer is obliged to treat the reserved goods with care at his own expense, to store them carefully for us, and to insure them adequately against the usual risks (e.g. theft, breakage, fire, water) at replacement value and to provide evidence of the conclusion and existence of the insurance policy upon request. We are entitled to insure the reserved goods at the Customer's expense. We may at any time demand that the Customer keeps an inventory of the goods delivered by us at his respective storage location and identifies the goods as our property. Insurance claims as well as claims against third parties due to damage, destruction, theft or loss of the goods are already now assigned to us by the Customer by way of security. We hereby accept this assignment.
- (4) Notwithstanding any automatic expiry, we shall be entitled to revoke the processing authorisation if the Customer breaches his obligations towards us, in particular if he fails to properly fulfil his payment obligations arising from the business relationship, in particular if he is in default of payment, or if he breaches his obligations as a conditional buyer or if it becomes apparent after the conclusion of the contract that our payment claims arising from the business relationship with the Customer are jeopardised by the Customer's lack of ability to pay.
- (5) Furthermore, we shall be entitled to withdraw from the contract in accordance with the statutory provisions in the event of conduct by the Customer in breach of contract. Optionally, we are also entitled to merely demand the return of the goods, provided that the requirements for withdrawal are met. Such a mere demand for return does not constitute a declaration of withdrawal. However, we reserve the right to withdraw from the contract. The same shall apply if we seize the goods subject to retention of title. The Customer shall bear the transport costs incurred for our taking back the goods. We shall be entitled to realise any goods subject to

retention of title taken back by us. The proceeds of the realisation shall be offset against the amounts owed to us by the Customer after we have deducted an appropriate amount for the costs of the realisation.

- (6) The Customer shall notify us immediately after becoming aware of any third-party access to the reserved goods and shall provide us with all information and documents necessary for an intervention. The Customer shall be liable for the costs incurred for the cancellation of the access, in particular by filing a third-party action, insofar as they cannot be obtained from the operating creditor.
- (7) We undertake to release securities at the Customer's request if the value of our securities exceeds the claims to be secured by more than 20%. We shall be entitled to select the securities to be released.

#### **§ 10 Obligations of the Customer to Cooperate/Default in Acceptance**

- (1) The Customer shall provide us with comprehensive, expert and timely support. He is obliged to provide all contractually regulated, necessary or in good faith owed acts of cooperation in a timely manner at his own expense, in particular to cooperate in:
  - The determination of all information about the Customer and, if applicable, its end customer, which we require in order to be able to provide our services in accordance with the contract. This includes, above all, complete information about the system environment, the interfaces, the actual and planned business processes,
  - If installation has been expressly agreed, the preparation and execution of the installation of the products and programs, in particular by enabling remote data transmission,
  - Any expressly agreed technical test runs, in particular by providing sufficiently qualified personnel and the necessary hardware during normal working hours. If the trial operation takes place in the productive system, the Customer shall ensure its security and the backup of the data files.
- (2) The Customer shall also provide the following services at its own expense:
  - Designation of at least one contact person who is technically competent and entrusted with the handling of the project, and their contact details, who are directly available to us for queries, etc.;
  - Use of professionally competent staff and sufficient training of his staff to ensure a safe introduction and operation procedure;
  - Checking our plans, performance specifications, technical statements and assurances for their suitability; we are to be informed immediately of any discrepancies or errors discovered in the process;
  - Creation of all installation requirements in the area of our own organisation so that we can connect to the intended interfaces with the contractually defined services without additional expenses;
  - Complete, immediate and sufficiently precise error messages, including the provision of data and protocols suitable for error analysis;

- Properly back up his own data, make sufficient back-up copies of all data transferred to us, secure his data files against loss before we carry out installation or maintenance work and point out any unsecured data files;
  - Proper care and maintenance of the hardware and software;
  - Implementation of his previous data files into the new data processing system (software/hardware) supplied by us.
- (3) In the case of consulting and support services, the Customer is additionally obliged to provide us with all documents and information about the Customer that are necessary for the performance of our consulting services in a timely manner. Upon request, the Customer shall confirm in writing the correctness and completeness of the documents and information provided by him. If we request decisions from the Customer, these must be made by the Customer without delay.
- (4) If information or documents provided by the Customer prove to be incorrect, incomplete or ambiguous, the Customer shall make the necessary corrections, additions or rectify errors without undue delay after being notified accordingly by us.
- (5) We are not obliged to check data, information or other services provided by the Customer for completeness and correctness if there is no justified reason to do so.
- (6) The Customer shall be responsible for the technical equipment that enables the use of our deliveries and services, unless the production/delivery of the same is expressly included in our contractual performance obligations.
- (7) The Customer's duties to cooperate in accordance with the above paragraphs (1) to (4) are essential contractual obligations. In the event of their non-fulfilment, we shall not be in default from the time of the breach until its cure.
- (8) If the Customer is in default with the acceptance of the goods, if he does not provide any cooperation or if the goods are dispatched later than the scheduled delivery date at the instigation of the Customer or due to circumstances for which he is responsible, the Customer shall be obliged to pay the contractually agreed remuneration. In addition, we shall be entitled to demand compensation for any damages and additional expenses incurred as a result. During the delay in acceptance, we are entitled to charge a lump sum for damages in the amount of 0.2% of the invoice amount for each week or part thereof, but not more than 5% of the invoice value. The Customer is entitled to prove to us that no or considerably lower damages have been incurred. We reserve the right to prove higher damages. Additional rights, in particular the right to withdraw from the contract or to demand damages instead of performance, shall remain unaffected.

## **§ 11 Warranty**

- (1) We guarantee freedom from defects at the time of delivery.
- (2) In the case of all services provided by us, the Customer is obliged to inspect the delivery or service immediately and carefully for defects, including incorrect deliveries and deviations in quantity, and, if a defect becomes apparent, to notify us immediately in writing. In any case, the inspection must be carried out before reselling, processing, mixing or combining the delivery items.



- (3) Defects that are obvious upon delivery shall be notified in writing upon delivery, if possible, but no later than within two working days of delivery. Defects which would have been recognisable in the course of a proper inspection within the meaning of §377 HGB (obvious defects) shall be notified in writing without delay, at the latest within two weeks of delivery. Defects which were not recognisable during a proper inspection (hidden defects) must be notified in writing within two working days after discovery. If a hidden defect was already obvious at an earlier point in time during normal use, the notification period of two working days shall be calculated from the obviousness of the defect. The timely dispatch of the notice shall be sufficient to preserve the rights. If defects are not notified in accordance with the above provisions, the delivery shall be deemed to have been approved in accordance with the contract. If defects are not notified in accordance with the above provisions, the delivery shall be deemed to have been approved in accordance with the contract. Notes on delivery notes shall not be deemed to be notices of defects. Transport persons are not entitled to receive notices of defects.
- (4) The burden of proof for the existence of a defect shall in any case lie with the Customer.
- (5) In the event of proven defects, we shall provide warranty by means of subsequent performance free of charge, at our discretion by means of rectification or subsequent delivery. Remedying a defect shall also be deemed to have taken place if we provide the Customer with temporary solutions, whether software-based or by means of instructions, which remedy the defect.
- (6) The place of subsequent performance is our place of business. We are entitled to require the Customer to return the defective goods to us in advance for the purpose of examining the complaint. The necessary transport costs for the return of the goods shall be borne by us in the event of justified complaints. If the Customer has installed the goods in another item or attached them to another item in accordance with their type and their contractual purpose, we shall be entitled within the scope of subsequent performance to undertake the removal of the defective item and the renewed installation of the defect-free item ourselves or to leave the removal and installation to the Customer. In the latter case, we shall reimburse the Customer for the necessary expenses. The Customer shall set us a reasonable period of time within which we can carry out the removal of the goods on our own responsibility. Our right to refuse subsequent performance due to disproportionate costs remains unaffected. Insofar as we carry out on-site services at the Customer's premises or on the ship within the scope of the warranty, we shall bear the expenses for travel time and travel costs caused thereby only for journeys within a radius of 200 km calculated from our registered office. Any expenses in excess of this shall be borne by the Customer. This applies, in particular, to costs for air travel, helicopter, launching, accommodation, etc. In the event of defects of title in the software, we shall be entitled at our own expense and at our own discretion to the following:
  - a) Procure for the Customer the right to use the software or the component which gives rise to the infringement;
  - b) Modify and alter the software or the component that gives rise to the infringement in order to remedy the infringement; or
  - c) Replace the software or the component giving rise to the infringement by another software of comparable performance, insofar as this is reasonable for the Customer.

- (7) The Customer may only withdraw from the contract or reduce the purchase price if no subsequent performance is attempted within a reasonable period set by us or if subsequent performance is impossible, refused, failed or unreasonable. The period for subsequent performance must be at least four weeks, provided that no justified interests of the Customer are opposed. In case of doubt, a failure of the supplementary performance shall only be assumed after the third failed attempt of supplementary performance. The Customer shall not be entitled to withdraw from the contract due to insignificant defects. For claims for damages due to defects, the special provisions in §12 shall apply in addition to the statutory requirements.
- (8) The Customer may only withhold payments due to defects to an extent that is reasonable in relation to the defects that have occurred.
- (9) The statutory regulations on the recourse of the customer buyer according to §§445a, 445b BGB are excluded.
- (10) The limitation period for claims due to defects shall be determined in accordance with §13.

### **§ 12 Rights of withdrawal and claims for damages of the Customer**

- (1) The statutory provisions shall apply to the right to withdraw from the contract with the proviso that the Customer may only withdraw due to a breach of duty not consisting of a defect insofar as we are responsible for the breach of duty.
- (2) We shall only be liable for damages, provided that the other prerequisites for a claim are met, if we are guilty of intent or gross negligence. We shall be liable for simple negligence in the event of a breach of an obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely (so-called cardinal obligation). In all other respects, liability for damages of any kind, regardless of the basis of the claim, including liability for culpa in contrahendo, is excluded.
- (3) Insofar as we are liable for simple negligence, our liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract.
- (4) We shall be liable for damages caused by delay up to a maximum of 5% of the value of the delayed performance.
- (5) The above exclusions and limitations of liability shall not apply insofar as we are liable for intent or gross negligence, insofar as we have assumed a guarantee, for damages which are to be compensated under the Product Liability Act, and for damages to life, limb or health.
- (6) The above exclusions and limitations of liability shall also apply in favour of our employees and other vicarious agents whose services we use for the performance of the contract.

### **§ 13 Limitation**

- (1) The limitation period for claims due to defects is one year from the date of delivery.
- (2) Other contractual claims of the Customer due to breaches of duty shall become statute-barred after one year. This does not apply to the Customer's right to withdraw from the contract due to a breach of duty for which we are responsible and which is not due to a defect.
- (3) By way of derogation, the statutory limitation periods shall apply to the following claims of the Customer:

- Claims for damages arising from product liability, for damages arising from injury to life, body, health or a material contractual obligation, as well as for other damages based on an intentional or grossly negligent breach of duty by us or our vicarious agents;
  - Recourse claims pursuant to §§445a, 445b BGB;
  - Claims due to fraudulent concealment of a defect and due to a warranty; and
  - Claims pursuant to §438 para. 1 no. 1 and no. 2 BGB.
- (4) Our claims against the Customer shall become time-barred in accordance with the statutory provisions.

#### **§ 14 Choice of law, place of performance and jurisdiction**

- (1) The law of the Federal Republic of Germany shall apply, with the UN Convention on Contracts for the International Sale of Goods (CISG) excluded.
- (2) The place of performance shall be the registered office of the Seller.
- (3) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Kiel. However, we also have the right to sue the Customer at his general place of jurisdiction. This also applies to cross-border transactions.
- (4) Should individual provisions of the contract, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.

### **II. Special provisions for services, in particular remote support**

In addition to the provisions of the General Section, the following provisions shall apply to services, in particular to our tele/remote support.

#### **§ 15 Subject matter of performance**

- (1) We are only obliged to provide services if this is contractually agreed.
- Services include, in particular, maintenance and care of the software, fault analyses and troubleshooting, regular inspections, support during commissioning and training services. Tele/remote support is when services are provided by means of remote data transmission via desktop sharing and/or remote guidance via augmented reality (AR support).

#### **§ 16 Tele/Remote Support**

- (1) Tele/remote support is primarily used for fault analysis by our experts. The aim of tele/remote support is to achieve the simplest and most effective support for the Customer through image and sound transmission. Tele/remote support may take the form of augmented reality. Unless separately agreed, however, tele/remote support does not cover monitoring of software operation.

- (2) We will inform the Customer of the start of the remote access by e-mail or by telephone with confirmation by e-mail. This gives the Customer the opportunity to document and track our measures during the remote access and to take any necessary technical and organisational measures (e.g. for security) and to control the process.
- (3) The Customer is entitled to monitor the remote access from his screen and to cancel it at any time. We will support the Customer in setting up such a control screen against payment of the costs.

### **§ 17 Augmented Reality**

- (1) In the case of augmented reality, computer-generated information, images and videos are superimposed in real time on the user's smartphone, tablet or glasses – "See What I See" (SWIS).
- (2) In addition to the requirements for data transmission (§23), the use of augmented reality requires the use of a laptop, smartphone, tablet or "smart glasses" (iOS and Android) equipped with WiFi, Bluetooth, camera and microphone.
- (3) The use of augmented reality does not enable our employees to interact directly with the Customer's devices. Within the scope of an augmented reality, our employees only support the Customer in the independently performed troubleshooting or similar interaction with the affected device.

### **§ 18 Instructions**

- (1) The instructions given by us within the scope of services are to be followed by the Customer and his employees subject to the regulations in the following provisions.
- (2) The responsibility and decision-making authority for the operation and use of the equipment remains with the Customer. In particular, the tele/remote support is based on the transmitted data and is not suitable to consider all circumstances on site. The Customer must take care of this within the scope of his decision-making authority.
- (3) The Customer shall refuse to carry out our instructions, in particular, if they contradict the safety instructions in the operating manuals of the equipment concerned, any statutory regulations or industry standards.

### **§ 19 Remuneration**

- (1) Unless otherwise agreed in writing, remuneration for all services, including tele/remote support, shall be based on time spent. The respective hourly/daily rates can be found in our valid price list or the contract offer.
- (2) Our daily rate refers to a working time of eight hours per employee during a working day (excluding Saturday) in the period from 9 am to 7 pm (CET). For requested night, Sunday and public holiday work, surcharges apply in accordance with our valid price list.
- (3) Services not expressly mentioned in the offer or in the contract as well as changes, additions and supplements that prove necessary for the execution of the order shall be remunerated additionally. This also applies to further services which are provided at the request of the Customer.

- (4) Travel time shall be invoiced at the respective hourly/daily rates. Travel costs, expenses, costs for accommodation will be invoiced additionally against proof plus an administrative surcharge of 10%. We reserve the right to choose the means of transport. We shall invoice travel costs in each case according to the most favourable distances and shall only undertake journeys whose costs are not in reasonable proportion to the total fee with the express permission of the Customer.

## **§ 20 Data protection**

- (1) Our services, including tele/remote support, shall be provided in compliance with all data protection and data security requirements in accordance with the current state of science and technology.
- (2) We will obtain the Customer's consent before we extract personal data from the Customer's data processing systems and copy it to our own for the purpose of fault analysis and troubleshooting. The Customer shall give this consent unless there are compelling reasons not to do so.
- (3) Personal data to which we have access in the course of the services will only be used for the purposes of the services and will be returned or deleted immediately at the Customer's discretion after completion of the maintenance and care if this data is no longer required for the performance of our services. Any storage obligations remain unaffected. Any paper printouts handed over with personal data shall be handled in the same way, with the proviso that data protection-compliant destruction shall take the place of deletion.
- (4) If legally required, the parties shall conclude a separate agreement on commissioned data processing.

## **§ 21 Duties to cooperate**

- (1) The Customer shall provide the access facilities required for the remote data transmission. The Customer shall only grant us the remote/remote access rights that we require for the performance of this contract. We shall only make use of these access rights to the extent actually required for the performance of the agreed service.
- (2) The Customer shall only deploy employees who are professionally and linguistically trained in tele/remote support. The Customer's employees must, in particular, be familiar with the use of the devices concerned and the use of the tele/remote support.
- (3) The Customer shall provide us with all information and documents required for the performance of tele/remote support.
- (4) If the tele/remote support can lead to a risk to persons and other property than the affected device itself, the Customer must inform us of this before the tele/remote support begins.
- (5) The Customer shall do everything reasonable to prevent the endangerment of persons at the Customer's location in the course of the tele/remote support.
- (6) The obligations to cooperate of the general part of these GTC remain unaffected.

## § 22 Data transmission

- (1) The Customer must provide the hardware required for the remote data transmissions in accordance with our specifications and a qualitatively sufficient connection to the Internet, and in particular, a secure and stable Internet connection with a data transmission rate sufficient for tele/remote support. The Customer shall ensure that the necessary facilities are maintained. In particular, the systems used for data transmission shall be protected against viruses and malware by appropriate security measures at the expense of the Customer. Furthermore, the Customer shall provide, at his own expense, a device (e.g. emergency stop switch) with which the Internet connection can be interrupted immediately, if necessary.
- (2) Changes to the operating environment used for tele/remote support must be notified to us by the Customer without delay.
- (3) In the event of disruptions to data transmission in the form of non-availability or insufficient availability, we shall be released from the obligation to provide our services.

## § 23 Termination and cancellation

- (1) Contracts for services are firmly concluded for the agreed scope of services or service period. Ordinary termination is excluded. The right to extraordinary termination remains unaffected.
- (2) If the Customer cancels a service order, the following flat-rate damage charges shall be agreed:
  - a. Cancellation within five days of the start of the order execution: 50% of the agreed remuneration
  - b. Cancellation within two days of the start of the order execution: 90% of the agreed remuneration
- (3) The Customer is entitled to prove to us that no damage or significantly less damage has been incurred. We reserve the right to assert additional damage. In particular, the Customer shall bear the cancellation costs for travel bookings (flights, hotel rooms, etc.).

## § 24 Liability

In addition to the provisions of the General Section (§ 12), the following shall apply:

- (1) Our liability is excluded if the damage is due to an action of the Customer contrary to instructions. An action by the Customer shall also be deemed to be contrary to instructions if the Customer announces his action but carries it out before this action has been approved by us.
- (2) The Customer can only demand the replacement of data and the resulting damage from us if we have caused the loss of data intentionally or through gross negligence. The damage is limited to the extent which would have arisen in the event of regular data backup by the Customer.

***Please note that in case of legal dispute only the official German version of this document is legally binding.***