
General Terms and Conditions
of the grapho metronic Mess- und Regeltechnik GmbH ("grapho metronic")

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I. General

1. These General Terms and Conditions (GTC) apply to all deliveries and services of grapho metronic in business transactions with companies (Section 14 of the German Civil Code), legal entities under public law or special funds regulated by public law, unless different individual contractual agreements have been concluded. These Terms and Conditions apply exclusively; deviating, conflicting or supplementary purchasing conditions of the customer shall also not become an element of the contract by acceptance of the order or unconditional delivery, unless the contracting parties have exceptionally agreed to their validity, in at least text form.
2. These GTCs in the version valid at the time of the order also apply to similar future business relations between the parties, without the need for precise instructions. The respective valid terms and conditions are available for download on the homepage of grapho metronic under "Contact & Support - Support" and can be saved and printed using the appropriate function. Individual contractual agreements between the parties, which deviate from the GTC, shall only apply to a particular contract and not to subsequent contracts, unless expressly agreed otherwise.

3. Definitions

- a) Delivery objects for the purposes of these GTCs are **measurement and control systems (hardware and installed operating software), software, parts, operating materials and consumables** as well as **accessories**.
- b) Parts are spare and wear parts.
- c) Spare parts are individual parts that are interchangeable as part of repair measures, and which are not wear parts. grapho metronic offers both new spare parts, and partly also as refurbished goods (item-specific).
- d) Wear parts are individual parts which, as a result of their nature or use, are subject to premature wear and are therefore intended for regular replacement.
- e) Operating materials and consumables are all materials that are not parts (spare parts and wear parts) or accessories.
- f) **Replacement devices/exchange parts** are parts which are the latest state of the art and are only delivered against return of a part to be replaced. The conditions for delivery items apply to these parts, unless Part A contains special regulations.
- g) **Technical services** are in particular maintenance (incl. remote maintenance and diagnostics), software adaptations, repairs and system calibrations (**Part B** of these GTCs)

Insofar as grapho metronic offers the rental of parts ("**rental parts**") for the duration of the repair of customer's parts, the conditions of the rental outside these GTCs are determined in accordance with the individual contractual regulations.

The scope of supply includes all documents to be supplied by law, such as the operating instructions and the maintenance instructions (at least in German or English).

4. **Part A** (Para. III. to VII.) regulates the General Terms and Conditions for the Sale and Delivery of Delivery Items (GTC).

Part B (Para. VIII to XIII.) regulates the general terms and conditions of the technical service.

The other paragraphs of these General Terms and Conditions (Points I./II. and XIV. to XVIII.) generally apply to any type of service.

II. Offer and conclusion of contract

1. All offers are subject to change. This also applies if documents on the product nature in accordance with paragraph 4 below have been sent to the customer prior to the conclusion of the contract. A contract is only concluded after acceptance of the order in accordance with clause 2, which follows.
2. With their order, the customer bindingly declares that they want to purchase the delivery or service item specified in the order. The offer contained in the order can be accepted by grapho metronic within 10 working days of receipt of the order. Acceptance takes place in writing (telecommunications transmission is sufficient) or implied (e.g., by delivery of the products).
3. Amendments and ancillary agreements to the content or scope of the contract, require the written confirmation of grapho metronic. Back office or sales employees have no power to make deviating agreements or to grant special conditions, subject to a corresponding power of attorney.
4. The nature or possible application of a delivery item will only become contract content insofar as, an order number is referenced in the order and order confirmation or possibly in conjunction with a specification sheet including product data sheets (with technical specifications, design drawings and/or plans, e.g., on the installation situation of third-party installations). Other descriptions in advertising materials and / or pre-contractual performance or construction information, which deviate from the product standard corresponding to the respective article number at the time of the order confirmation, is only non-binding customer information, unless the corresponding nature or possible application is expressly agreed in individual cases. Contractual agreements on the nature or possibility of application do not constitute guarantees of quality, unless they are expressly designated as such. Minor deviations that are acceptable to the customer, including changes to the technical equipment, which can be regarded as technically equivalent up to the time of delivery, or changes to the products supplied by grapho metronic for the benefit of the customer, shall be reserved without requirement of the written ancillary agreement. Replacement parts are up to date with the latest technical status.
5. The issuing of customer information for contract processing does not imply a consulting contract is concluded. An additional consultant contract requires an explicit written agreement.
6. grapho metronic reserves proprietary rights and copyrights to cost estimates, technical documentation and other documents; they may not be made available to third parties and must be returned immediately upon request or in the event of non-award of the order.

PART A. General Terms and Conditions of Sale and Delivery (Clauses. III. to VII.)

III. Delivery, transfer of risk, scope of delivery, software licensing

1. Unless otherwise agreed, delivery is effected FCA factory/warehouse grapho metronic, Munich (Incoterm 2020), costs for packaging, insurance and release for export at the expense of the customer (hereinafter V.2.). The risk passes to the customer as soon as the delivery has left the warehouse of grapho metronic (place of performance).
2. The regulations of the Association of German Electrical Engineers apply to electrotechnical material.
3. The safety standard of the delivery item is governed by the safety regulations of the European Union.
4. **Software licensing.** grapho metronic grants the customer the unlimited, non-exclusive right, which can only be transferred for the one-time resale of the delivery item, to use software, which may be stored in the delivery item, within the scope of the intended use of the delivery item. grapho metronic reserves the right to publish, reproduce, edit and exploit the software in addition to the intended use. The customer may not modify, process, decompile, integrate into other systems, use virtual machines or suspend access from third parties who are not end customers without the written consent of grapho metronic. In the case of resale of delivery items with built-in software to own end customers, the customer must come to an agreement with the end customer on corresponding terms of use. Unauthorized program changes can override programmed security functions. In such cases grapho metronic disclaims all liability and warranty for resulting hazards and damages and reserves the right to claim damages from the customer. The customer shall indemnify grapho metronic from any claims of third parties.

5. grapho metronic is entitled to make partial deliveries, to the extent that these are reasonable for the customer. Partial deliveries are invoiced individually.

IV. Delivery time, delivery delays, delay in acceptance, return delivery in case of purchase of replacement parts

1. Deadlines and delivery dates for products and services issued by grapho metronic shall only apply approximately, unless a fixed delivery or service time has been bindingly agreed. Information about a delivery time is only binding if a specific delivery date (calendar week or day) has been contractually agreed in writing. The same applies to dates for ready-to-use handover or acceptance. Fixed-trade transactions (Section 376 of the German Commercial Code) are to be described as such. The delivery time is adhered to if the delivery item has left the factory or warehouse of grapho metronic or (in the case of delivery FCA) has been handed over to the carrier or the readiness for dispatch has been indicated.
2. Preconditional for the compliance with any agreed delivery times is the timely and proper fulfilment of the obligations of the customer, in particular the provision of necessary documents (e.g., permits) as well as the receipt of advance payments or the provision of payment guarantees, as far as agreed.
3. As soon as it becomes known that delivery times cannot be met for reasons beyond the control of grapho metronic, grapho metronic will inform the customer immediately of the delay and inform them of an expected new delivery period. If the service is also not available within the new delivery period, grapho metronic is entitled to withdraw from the contract in whole or in part; any down payments already provided by the customer will be refunded in this case. In particular, grapho metronic is not responsible for non-compliance with a delivery time (no procurement risk) unless timely or complete self-supply by the supplier of grapho metronic took place and a congruent cover transaction was concluded, neither grapho metronic nor its suppliers are at fault nor is grapho metronic obliged to procure in individual cases.
4. The determination of delayed delivery in accordance with the statutory provisions (Section 286 et seq. of the German Civil Code). Insofar as a delivery or service date is not designated as "fixed" in writing, the customer must put grapho metronic in default by reminder, insofar as the law does not provide for exceptions.
5. Should grapho metronic negligently represent the non-delivery of a service due after a reasonable period of time has been set, the customer may, in accordance with the statutory regulations (in the event of more than an insignificant breach of duty) withdraw from the contract and/or in the event of grossly negligent or intentional misconduct, subject to clause VIII. of these GTCs, claim damages. The customer may claim a flat-rate compensation for delay if it is established that they have suffered damage as a result. This amounts to 0.5 percent for each completed calendar week of delay, but a total of 5 percent of the net price of the delivery, which cannot be used on time or in accordance with the contract, due to the delay. grapho metronic reserves the right to prove that no or only a significantly lesser damage has been caused to the customer. Further rights of the customer in accordance with these GTCs and legal rights of grapho metronic remain unaffected.
6. Should the shipping or the acceptance of the delivery be delayed, and the customer can be held responsible, grapho metronic is entitled to demand compensation for the resulting damage, including additional expenses (e.g., warehouse costs). grapho metronic can charge a flat-rate compensation of 0.75 percent of the invoice value for each calendar month started, up to a total of a maximum of 5 percent of the invoice value, starting one month after notification of the readiness for shipment of the goods. The proof of higher damage and other legal claims remain unaffected; however, the lump sum is to be set off against further monetary claims. The customer is allowed to prove that grapho metronic has suffered no or only a minor damage.

Replacement parts are only delivered against return of the part to be replaced. The time limit for the return delivery is 4 weeks from the delivery of the replacement parts to the customer. The relevant data are the dispatch of the replacement parts and the receipt of the parts to be replaced by/at grapho metronic. If the return period and reminder are exceeded, grapho metronic charges a reminder fee of EUR 40 - (Section 288 (5) Of the German Civil Code).

V. Prices, terms of payment, special features for replacement parts

1. Unless fixed prices are expressly agreed, grapho metronic calculates the factory prices valid on the day of conclusion of the contract.
2. All prices are valid, subject to deviating agreement, FCA Factory/Warehouse, grapho metronic Munich, including loading at the factory, but excluding the costs of transport, packaging and inspection, insurance, clearance for export, freight, installation and commissioning, which are invoiced separately to the customer. The prices are exclusive of statutory value added tax and without any withholding taxes withheld and to be paid abroad for the account of grapho metronic. All costs related to import and customs clearance shall be borne by the customer.
3. In the event of material price fluctuations, wage increases or other sundry cost factors, a price change is reserved.
4. Unless otherwise agreed the purchase price must be paid within 30 days from the invoice date without any deduction to the bank account of grapho metronic. grapho metronic is entitled, also in the context of an ongoing business relationship, at any time to carry out a delivery in whole or in part only against advance payment or the provision of a payment security. A corresponding reservation must be declared at the latest with the order confirmation.
5. A set off or a right of retention can only be asserted in the event of legally established or undisputed counterclaims or claims. In addition, the ordering party can only assert rights of retention pursuant to Sections 273, 320 German Civil Code and 369 of the Commercial Code (HGB), in the event of a gross breach of contract by grapho metronic or in the event of undisputed or legally established defectiveness of the delivery item.
6. In the case of a delay in payment, the purchase price must be subject to interest at the applicable statutory default interest rate (Section 353 of the German Commercial Code). grapho metronic reserves the right to claim further damage caused by delay.
7. Should, after the conclusion of the contract for grapho metronic it become clear that their claim for payment is potentially endangered due to the inability of the customer to pay (e.g. due to repeated late payment, foreclosure measures, uncertain creditworthiness, application for the opening of insolvency proceedings), grapho metronic is, in accordance with the statutory provisions for refusal of performance and, if necessary, after setting a deadline, entitled to withdraw from the contract (Section 321 of the German Civil Code). In the case of contracts for the production of specific goods (individual productions), the withdrawal may be declared immediately; the statutory provisions on the dispensability of setting the deadline remain unaffected.
8. Payment for replacement parts (new price) is due immediately upon invoicing, regardless of the time of return of the parts to be replaced. For the returned parts to be replaced, grapho metronic shall prepare a credit note according to the valid price list within 14 days of receipt in favor of the customer, unless the credit note is to be reduced. A reduction is made as long as the returned parts no longer contain all standard components of the original delivery or are damaged in such a way that they can no longer be repaired with reasonable effort.

VI. Retention of title

1. Until full payment is enacted of all our current and future claims arising from the sales contract and an ongoing business relationship (secured receivables), we reserve the ownership of the sold goods. This also applies if the receivables are incorporated in an ongoing invoice.
2. The goods subject to retention of title/ownership may not be pledged to third parties or transferred for security before full payment of the secured claims. The buyer must notify grapho metronic immediately in writing if seizures or other impairments of the owner's interests are threatened.
3. Every reworking or processing of the part subject to retention of title as well as its connection with third-party items by the customer or third parties occurs for grapho metronic. grapho metronic is entitled to co-ownership of new items according to the value of the part.
4. Should the customer be a sales partner, until revocation (c, below) he is authorized to continue to sell and/or process the products subject to retention of title in the proper course of business. In this respect, the customer acts in open or covert representation and must disclose and pass on the retention of title to third parties ("Extended retention of title"). In this case, the following provisions shall apply in addition.
 - (a) The retention of title extends to the products resulting from the processing, mixing or connection of the grapho metronic products to their full value, whereby grapho metronic is considered the

manufacturer. If, in the case of processing, mixing or connection with goods of third parties, their right of ownership or ownership remains, grapho metronic acquires co-ownership or ownership in proportion to the invoice values of the processed, mixed or connected products. Apart from that, the same applies to the resulting product as to the products delivered under reservation of title.

- (b) The rights and claims emanating from the customer, in particular those relating to joint possession, co-ownership, recovery and release as well as material and/or monetary claims arising from the transfer, are hereby assigned by the customer to the accepting grapho metronic, without prejudice to its continuing obligations arising from the contractual relationship agreed with grapho metronic. The obligations of the buyer referred to in paragraph 2 shall also apply in view of the assigned claims.
 - (c) The customer retains authority to collect the claim, in addition to grapho metronic. grapho metronic undertakes not to collect the claim as long as the customer fulfils his payment obligations, there is no defect in his capacity to perform and grapho metronic does not assert the retention of title by exercising a right in accordance with paragraph 5 below. If this is the case, grapho metronic may require the customer to inform it of the assigned claims and their debtors, to provide all information necessary for collection, to hand over the relevant documents and to inform the debtors (third parties) of the assignment. In addition, grapho metronic is entitled in this case to revoke the buyer's power to further sell and process the goods subject to retention of title.
5. Should the customer's conduct infringe on the contract, in particular in the event of a delay in payment, grapho metronic is entitled to withdraw from the contract and the customer is obliged to surrender the delivery item. The customer is liable for all damages that arise as a result of the return of the delivery item.
- (a) If the delivery item is a part and has been used, grapho metronic is entitled to charge a 25% impairment loss for the first half year of use, one of 5% for each additional six months, at the expense of the customer, whereby the customer is entitled to evidence of the lower impairment of value.
 - (b) If the delivery item is an operating material or consumable, and this has already been used and is no longer returnable in its original condition, the user has to replace the full purchase price and all other damages incurred to grapho metronic.
6. Should the law of a country not permit retention of title, but permits however the retention of comparable rights, grapho metronic may exercise all rights of this kind. The customer is obligated to take, at their own expense, measures necessary for making these rights effective on the delivery item and maintaining them thus.
7. Should the realizable values of the securities exceed grapho metronic's claims by more than 10%, grapho metronic will release securities of its choice at the request of the buyer.

VII. Warranty of defects

1. General

- (a) Unless otherwise specified in the following, the legal provisions apply to the rights of the customer in the case of material or legal defects (including incorrect and under-delivery) as well as defective assembly or faulty assembly instructions.
- (b) **Duty of inspection and notification** Claims for defects by the customer assume that they have complied with their statutory duties of investigation and notification (Sections 377, 378 German Commercial Code, (HGB)). In the case of products intended for installation or other processing, an inspection shall in every case be carried out immediately prior to processing. If a defect appears during delivery, investigation or at any later time, this must be reported immediately to grapho metronic with a description of the nature and extent of the defect. In any case, obvious defects must be notified in writing within 14 working days of receipt of the delivery, and for defects that cannot be identified during the inspection, the same applies within the same period from discovery.
- (c) **Defect.** For the assessment of a delivery item as defective, the agreement concluded on the nature and/or possibility of application in accordance with II.4 of these GTCs is decisive. In the absence of a nature agreement, a defect is assessed in accordance with the statutory provisions (Section 434 P1 p. 2 and 3 of the German Civil Code).
- (d) **Exclusion of warranty.** The customer is primarily solely and themselves responsible for the use of the delivery item provided, in particular for the suitability for use in their individual technical environment. With regard to machines and accessories used by the customer, grapho metronic assumes no warranty for their functionality or freedom from faults or compatibility with the delivery items of grapho metronic to be implemented therein. grapho metronic assumes no liability or warranty in the event of
 - improper or inappropriate use, in particular excessive stress, faulty assembly and/or commissioning or incorrect application in technically incompatible machine environment by the customer or third parties, exceptional external influences, natural wear and tear, faulty and negligent handling and handling in particular, by untrained personnel; improper cleaning and maintenance, unsuitable equipment, chemical influences not attributable to grapho metronic;
 - components or accessories of the delivery item provided by or procured by the customer which are not part of the scope of delivery and on the nature of which grapho metronic has no influence.

The warranty also expires if the customer alters the delivery item or has it altered by third parties without the consent of grapho metronic and the rectification of defects is made impossible or unreasonably difficult by this; in any case, the customer shall bear the additional costs of the measures for the rectification of defects resulting from the alteration.

- (e) **Notification of defects.** Notices of defects must be reported to grapho metronic without delay.
- (f) **Failure of fulfilment of warranty.** Should the fulfilment of warranty fail (Section 440 of the German Civil Code), the customer may, under the statutory regulations, either withdraw from the contract after setting a deadline inconclusively (not in the event of a negligible defect) or reduce the purchase price.

Claims for damages in the event of fault of grapho metronic and compensation for futile expenses are governed by point. XIV.1 (Liability).

- (g) **Warranty period/period of limitation.** Warranty claims of the customer shall be declared time-elapsing in 12 months, starting from the date of delivery to the customer, or, if acceptance is required, from acceptance, at the latest after the expiry of 18 months from the transfer of risk (in the case of delivery FCA Factory/Warehouse grapho metronic Munich: handover to the carrier). The 12-month warranty period also applies to replacement parts.

2. Warranty for material defects

- a) Should a delivery item (including replacement parts) prove after delivery to be defective, grapho metronic, at its own choice, will perform supplementary performance by remedying the defect (repair) or by delivering a defect-free delivery item (replacement delivery). grapho metronic reserves the right to make two attempts at repairs. The right to refuse subsequent performance under the statutory conditions remains unaffected. For the repair services performed by grapho metronic within the scope of the warranty or the spare parts delivered, the warranty period

corresponds to the warranty period/limitation period applicable to the delivery item. Replaced parts become property of grapho metronic

- b) Further to the conditions listed in Paragraph 1, grapho metronic assumes that
- in cases of defectiveness of parts of the installation, that the installation was in part carried out by personnel authorized by grapho metronic,
 - grapho metronic's specifications regarding the treatment and maintenance of the delivery item and, in particular, any prescribed inspections, have been duly carried out,
 - no repairs have been attempted by the customer without the consent of grapho metronic,
 - no spare parts were installed, which are not original grapho metronic or parts approved by grapho metronic.
- c) the customer is obliged to cooperate to ensure fulfilment of warranty. In particular, they must provide auxiliary staff, equipment and operating equipment at their own expense, as well as carry out ancillary work.
- d) Should third party components, which are installed in the delivery item, be defective and grapho metronic cannot remedy the defect for legal or technical reasons, grapho metronic will, at its choice, assert its own warranty claims against manufacturer and/or supplier on behalf of the customer or assign it to the customer. (Subsidiary) Warranty claims of the customer against grapho metronic only exist in the case of defects which come under sundry preconditions and in accordance with these GTCs, where the judicial enforcement of the above claims against the manufacturer or supplier has been unsuccessful, or, e.g., because of insolvency. During the duration of the dispute, the limitation period of the relevant warranty claims of the customer against grapho metronic is inhibited.
- e) Extra costs for work carried out outside of regular working hours, additional costs for air freight and express shipments as well as costs which arise from the transfer of the delivery item to a place other than the place of performance, shall be borne by the customer.

3. Deficiency in title

grapho metronic is responsible in accordance with this paragraph for ensuring that the delivery item is free of industrial property rights or copyrights of third parties. Should the use of the delivery item lead to infringement of industrial property rights or copyrights, grapho metronic will, in principle, grant the customer the right to further use at its expense or modify the delivery item in a manner reasonable for the customer in such a way that the infringement of intellectual property rights no longer exists.

Should this not be possible on reasonable financial terms or within a reasonable period of time, the customer is entitled to withdraw from the contract. Under these conditions, grapho metronic also has the right to withdraw from the contract.

Furthermore, grapho metronic shall release the customer from undisputed or legally established claims for direct damage to the respective intellectual property rights holders, on written request.

These obligations of grapho metronic are subject to clause IX in the event of protection and copyright infringement. They only exist if:

- a) the customer immediately informs grapho metronic of alleged infringements of protection and copyright,
- b) the customer supports grapho metronic appropriately in defence of the claims asserted, respectively enables the implementation of modification measures in accordance with Paragraph 5,
- c) all defensive measures including out of court judgements are reserved for grapho metronic,
- d) the deficiency in title is not based on an instruction from the customer and
- e) the infringement was not caused by the customer's own modification or that the delivery item was applied in a manner not conforming with the contract.

4. Software defects

If defects of the software installed in the delivery items are present at the time of the transfer of risk, the provisions in the preceding VII.1, 2 and 3. shall apply accordingly, but with the following modifications:

The only defects which are to be regarded as defects of software, are those that occur under the contractually stipulated conditions of use, and which influence the contractually agreed quality or possible use of the associated delivery item. In this respect, the customer is aware and acknowledges that, even at the state of the art, it is not possible to completely exclude all errors in data processing programs under all conditions of use. There are no claims for defects possible, resulting from alterations to the software not approved by grapho metronic or by interference with the software by persons not authorized by grapho metronic.

VIII. Reservation of export control

1. In recognition of the American and other applicable export control legislation and embargo guidelines (particularly German and EU), the customer undertakes to obtain all necessary export licenses or other documents at their own expense before exporting products or technical information received from grapho metronic.
2. The customer undertakes not to sell, export, re-export, deliver or otherwise pass on any products or technical information, directly or indirectly, to any person, company or country, that violates any US or other (in particular German) law or regulation. The customer undertakes to inform all recipients of these products or technical information about the need to comply with these laws and regulations. The customer will procure at their own expense all licenses and export and import documents necessary for their use of the products. The refusal of an export permit does not entitle the customer to withdraw from the contract or to claim compensation.
3. Delays or non-performance on the basis of the examination of export control admissibility or approval procedures, means delivery times and deadlines will be suspended, unless grapho metronic is at fault for the delay or non-performance. In view of delays or non-performance resulting from compliance with the applicable export control regulations, claims for expenses and damages are excluded. The regulations on the limitation of liability remain unaffected.

(End of Part A.)

Part B General Terms and Conditions of Technical Service (Clauses. IX. to XIII.)

IX. Scope of technical services

1. grapho metronic provides, in particular, maintenance (incl. remote maintenance and diagnostics), software adjustments, repairs and system calibrations, as technical services.
2. As a component of remote maintenance, grapho metronic examines measurable values of measuring and control systems and parts according to the maintenance order. grapho metronic informs the customer of any detected deviations from control values derived from known technical standard values.
3. The range of functions may differ in individual cases, depending on the status of the system software and the system or part to be maintained, the technical development and the agreed scope of services.
4. grapho metronic documents the condition of the system or part, which has been determined by remote maintenance, including the deviations identified, and stores them in an appropriate form in accordance with these conditions, at its sole discretion.
5. As an alternative to a repair, grapho metronic can offer to replace defective parts and to deliver exchange parts, providing the part to be replaced is returned. In this respect, the General Terms and Conditions for Delivery Goods and special provisions of the Terms of Sale and Delivery (Part A) apply.

X. Customer's obligation of cooperation and technical ambient requirements

1. The customer enables grapho metronic to have at its expense, the permanent access to the systems and/or parts to be maintained, adapted or repaired and their data for the duration of the contract and

provides the necessary means of telecommunications functionally at its expense as a prerequisite for remote maintenance or diagnosis.

2. The customer is prohibited from making any changes to systems, the system software installed on said systems and/or their surroundings during the course of a technical service agreement without grapho metronic's consent. The customer must inform grapho metronic immediately of any changes that have been made. Should they become aware of such changes, grapho metronic has an extraordinary right of termination.
3. If, and as long as, in the case of remote maintenance, the data transmission route between grapho metronic and the customer fails due to a circumstance not attributable to grapho metronic, or data is missing or insufficient, grapho metronic is exempt from its performance obligations.
4. The customer issues grapho metronic the right to install and keep up-to-date software that is necessary for the purpose of the contract, e.g., for troubleshooting and evaluation, in the contractual system. This includes the right to install any updates required on the system.
5. The parties agree to take appropriate measures for constantly up-to-date, state-of-the-art, anti-virus protection. The other party shall be informed without delay of a virus event which impairs the contractual performance or entails a risk of transmission into the system of the other party, with information in electronic form or text.

XI. Transmission, storage, processing, transfer and use of data

1. The customer hereby grants grapho metronic the right to retrieve all data required for the fulfilment of its performance obligations (system data, technical downtime, etc.). The nature and scope of the data retrieved depend on the service provided.
2. grapho metronic undertakes and the customer authorizes it to retrieve only technical system-specific data (no personal data) from the customer's systems.
3. grapho metronic is entitled to store the retrieved data and documentation of their diagnostic results both internally and in external storage media such as domestic and international clouds.
4. grapho metronic is entitled to process the data itself or to have it processed by third parties. grapho metronic will analyse data anonymously and process it in a way (in statistics and aggregated anonymized information) that does not allow conclusions to be drawn about individual data sources.
5. [The customer's right to the use of the data, evaluations (statistics and aggregated anonymized data), access via user ID analogy 3.6 and 4.1. of the Maintellisense-GTC?]
6. grapho metronic is not under any circumstances allowed to transfer to third parties classified or recognizable customer data, including confidential business information of the client such as production secrets and product-related data (also for the purpose of processing by third parties).

XII. Payment

1. The amount of the payment is determined according to the applicable price list at the time of conclusion of the contract, unless otherwise contractually stipulated. Should grapho metronic have extended its range of services for long-term contracts (e.g., maintenance) since the conclusion of the contract, it will inform the customer of the inclusion of the new service in the contractual scope of services and the corresponding appropriate price adjustment. If the price adjustment exceeds the previous payment amount by at least 10%, the customer has a special right of termination.
2. Insofar as a check and fault analysis is to be carried out before repairing a system part, the resulting inspection and administrative burden will be invoiced to the customer in the amount of a flat rate according to the current price list, regardless of whether there is actually a need for repair and ability and whether a repair order is issued. *The flat examination fee will be credited to the later repair costs.*

XIII. Warranty

In the case of defective technical services, the customer is entitled to statutory claims.

grapho metronic provides all services according to the generally accepted rules of technology. As the object of performance and the nature of remote maintenance and diagnosis, grapho metronic promises the best possible functional monitoring and error analysis according to the current technical standard, but in view of

the technical complexity and developments as well as unforeseeable external influences, it cannot guarantee that all defects of the system or system part are always identified and correctly evaluated.

(End Part B)

XIV. Liability for damages caused by faults, limitation of liability, withdrawal

1. Liability for damages caused by faults

- (a) grapho metronic's liability for damages, regardless of the legal reason, in particular due to impossibility, delay, defective delivery, other breach of contract, breach of obligations in contract negotiations and tort, insofar as liability is dependent on fault, is limited in accordance with Clause XIV of this document.
- (b) grapho metronic shall be liable for damages to the customer in accordance with the statutory provisions insofar as the breach of duty was caused intentionally or through gross negligence, including the corresponding fault of representatives, employees and vicarious agents. In the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, grapho metronic shall only be liable insofar as a breach of essential contractual obligations has occurred. The obligations for the timely delivery and installation of the delivery item, its freedom from defects of title as well as material defects that affect its functionality or suitability for use more than just insignificantly, as well as contractual, protective and care obligations, which are intended to enable the customer to use the delivery item in accordance with the contract, as well as to protect the life and limb of the customer or their employees or to protect them from significant damage, are considered to be essential for the contract.
- (c) Insofar as grapho metronic is liable in accordance with 1(b) above, except in cases of intentional breach of duty, this liability is limited to damages that grapho metronic foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract or which it should have foreseen when applying normal care. Indirect damages and consequential damages resulting from defects in the delivery item are also only replaceable if such damages are typically to be expected when the delivery item is used as intended. Compensation for consequential damage to property, such as loss of production, reduction in production or loss of profit, shall also be limited in accordance with the principles of good faith, in particular in the event of disproportionality between the amount of the price of the delivery item and the damage.
- (d) In the event of liability for simple negligence the liability for damages for property damage and resulting further financial losses is limited to the amount of the cover amount of the liability insurance of grapho metronic per claim, even if this is a violation of essential contractual obligations.
- (e) The exclusions and limitations listed above apply equally to the benefit of grapho metronic's organs, legal representatives, employees and other vicarious agents.
- (f) Technical information or advisory activities of grapho metronic, which do not belong to the contractual scope of services owed by grapho metronic and which were not the subject of a separate consultant contract, are carried out free of charge and to the exclusion of any liability.
- (g) The limitations of Paragraph XIV. of this document are not valid for grapho metronic's liability for willful misconduct, fraudulent concealment, guaranteed characteristics, injury to life, body or health, or under the Product Liability Act. A characteristic/property of the delivery item is only considered guaranteed in the legal sense if this characteristic/property is expressly referred to as "guaranteed" in the text of the contract.
- (h) The limitation period according to the preceding Part A Clause VII.1.g is valid for a damages claim from the customer because of defective delivery, unless the application of the regular statutory limitation period would lead to a shorter limitation period in individual cases. However, the shorter period in accordance with sentence 1 does not apply to claims for damages by the customer due to intentional or grossly negligent breach of duty by grapho metronic or its vicarious agents, to claims for injury to life, body or health or under the Product Liability Act, which are time-excluded in each case in accordance with the statutory provisions.

2. Withdrawal. Should there be a breach of duty other than a delay in delivery (Part A. Para. IV.5.) or deficiency (Part A. Para. VII.1.f; Part B. Ziff. XIII.) the customer can only withdraw or terminate if grapho metronic is responsible for the breach of duty. A free right of termination of the customer (in particular

pursuant to Sections 650, 648 of the German Civil Code) is excluded. In addition, the legal requirements and legal consequences apply.

XV. Force Majeure

Agreed delivery times will be delayed to a reasonable extent if a case of force majeure occurs at grapho metronic or one of its suppliers. Force majeure means any unforeseeable event that is beyond the control of a supplier or cannot be resolved with reasonable effort, in particular natural events, highly contagious diseases/pandemics at least of the "moderate" hazard level, war including civil war, terrorist acts, riots, fire, strikes, industrial action, transport damage, radioactive contamination of the delivery item, place of delivery, place of dispatch or its respective surroundings. Circumstances of force majeure shall exempt the contracting parties from the performance obligations for the duration of the disruption and to the extent of its effect. If a case of force majeure occurs at a time when the contracting party concerned is in default, it shall also be exempted from the obligation to perform in full. Both parties must adapt their obligations to the changed circumstances in good faith and share the necessary information without delay, if this is reasonable. In the case of events lasting more than 120 days, the contracting parties are free to release themselves from the Contract.

grapho metronic is obligated to inform the customer immediately in the event of force majeure. Liability for damages, including lump sum damages in accordance with Part A. Para. IV.5./6. of these GTCs is excluded in the case of force majeure.

XVI. Assignment

Claims of the customer can only be assigned or otherwise transferred with the prior written consent of grapho metronic.

XVII. Choice of law, place of jurisdiction

1. These GTCs and the contractual relations between grapho metronic and the customer, come under the law of the Federal Republic of Germany and shall be applied to the exclusion of International Uniform Law, in particular the UN Convention on Contracts for the International Sale of Goods
2. Insofar as the customer has its registered office within the European Union at the time of the first procedural action, then the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is grapho metronic's registered office in Munich. However, grapho metronic is always entitled to bring an action at the general place of jurisdiction of the customer. Priority legal regulations, in particular on exclusive responsibilities, remain unaffected.
3. Insofar as the customer is established outside the European Union at the time of the first procedural action, jurisdiction of arbitration shall apply as follows: All disputes arising out of or in connection with the contract concluded between the parties or on its validity shall be settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) to the exclusion of ordinary legal recourse. The arbitral tribunal consists of a sole arbitrator for values of up to 200,000 euros, and three arbitrators for a value of more than 200,000 euros. The place of arbitration is Munich, the language of the proceedings is German.

XVIII. Severability clause

Should individual provisions of these General Terms and Conditions be or become ineffective, void, incomplete, subject to appeal or unenforceable, the validity of the remaining provisions shall not be affected. The contractual partners undertake to replace, for example, ineffective, subject to appeal, unenforceable or void provisions with others that best meet the economic purpose they intend to fulfill, or to fill any gaps in this sense.

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