

## I. General

- Unless agreed otherwise in writing by the contractual partners, these General Terms and Conditions for Talk2MABEG (referred to in the following as "GTC") together with any corresponding attachments apply to all remote services to be rendered where necessary between MABEG Systems GmbH (referred to in the following as "MABEG") and Orderers (referred to in the following as the "Orderer") insofar as the Orderer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a public law entity or a special fund under public law in accordance with Section 310 (1) BGB.
- These GTC shall apply exclusively. Conflicting or deviating terms and conditions of the Orderer shall not become part of the contract either due to unreserved acceptance of an order or due to failure to expressly object to them.
- These GTC shall also apply to all future transactions with the Orderer, even if they are not separately agreed again.

## II. Object of the agreement – Performance description

- Remote diagnostics**  
If a service request is issued and the customer contacts MABEG by telephone in the event of a machine fault, the faults that have occurred are determined remotely and the current status of the machine is recorded. This is done by using telecommunication, among other things. In the process, MABEG analyses the collected data and processes to check for discrepancies between the actual status and the target status.
- Functions of Talk2MABEG**  
The document attached to these General Terms and Conditions contain a list of all functions currently offered for Talk2MABEG. The Orderer understands that the scope of these functions may change over time. For this reason, the current scope of supply and services offered as part of Talk2MABEG by MABEG that is possible based on the technical equipment and configuration of the machine is agreed upon at any time.
- Talk2MABEG remote services**  
If, as a result of the remote diagnostics, MABEG identifies deviations that require corrective actions to be taken, then MABEG will assist the Orderer with the necessary repairs and maintenance insofar as this is possible using the telecommunication technology and the telephone hotline described in clauses II.1 and II.2 of this contract. MABEG will assist the operating personnel in setting up the necessary parameters.
- Other actions and services**  
MABEG will inform the Orderer in cases where the available remote diagnostics actions do not allow the machine to be repaired or for it to be repaired in full. On request, MABEG will propose further maintenance and repair measures to the Orderer that will ensure proper operation of the machine, and will assist the Orderer in the process. Unless provided otherwise based on the scope of supply and services set out in this contract, a separate agreement shall be concluded for this.  
At the request of the Orderer, a service engineer shall be deployed to provide such services. In cases of liability for defects, MABEG will render these services free of charge, otherwise against additional payment of an amount appropriate for the actual services provided based on the current billing rates of MABEG and on the basis of the current General Terms and Conditions of Installation (GTCI).
- Performance limits**  
If, while performing the services set out in clauses II.1 and II.2 of this contract, MABEG determines that the deviations have been caused by force majeure, other unforeseeable events, incorrect operation or failure to comply with the installation and ambient conditions set out by the manufacturer, then MABEG shall not be obliged to perform services as set out in clause II.3 or other measures or services as set out in clause II.4 of this contract. Repairs carried out by MABEG under these conditions and at the request of the Orderer are performed against additional payment of an amount appropriate for the actual services provided based on the current billing rates of MABEG and on the basis of the current General Terms and Conditions of Installation (GTCI). MABEG assumes the obligations set out in detail in this contract. This does not represent a guarantee that all damage and/or defects on the machine

then MABEG shall remedy such incomplete or incorrect performance free of charge as part of its liability for

will be diagnosed and remedied as a result of using Talk2MABEG or that the machine will function correctly again.

## 4. Documentation

MABEG will log the status and condition of the machine determined through remote diagnostics in the sense of clause II.1, including any deviations observed. This will include any special features of the services provided and of the relevant machine. As a general rule, all services that are provided beyond the scope of supply and services of remote diagnostics are documented. The documentation serves both for information purposes and as a supporting document for the Orderer as well as proof of the services provided by MABEG.

## III. Online communication and framework conditions

### 1. Technical requirements

- Talk2MABEG requires an active Internet connection. The Orderer shall maintain and make available the necessary telecommunication equipment free of charge.
- The Internet connection must meet the specified requirements of MABEG.
- As further prerequisites, the Talk2MABEG Remote system must be correctly installed and properly maintained so that it is in perfect working order, and no unauthorised changes to this system are permitted to be made by the Orderer or by a third party.
- The software installed on the machine must be up-to-date in terms of the installed online diagnostics module of MABEG.
- In addition, MABEG has the right to copy – via online access – the logbook data used for diagnostic purposes.

### 2. Data transmission paths

The data kept available is transmitted by means of the described transmission mode to the central reporting server, where it is then fed into the remote diagnostics system of MABEG. Measures from MABEG are transmitted to the Orderer in the same way. Both parties are responsible for operation and maintenance of their respective systems. In the event of failure of the data transmission path to the central reporting server, in particular due to faults/disruptions on the transmission paths, or in the event of missing or inadequate/incomplete data at the central reporting server, MABEG is freed from its service obligations set out in clauses II.1 and II.2 of this contract.

## IV. Confidentiality and data security

### 1. User IDs

The Orderer shall ensure for assigned user IDs and passwords that this information is only disclosed to authorised persons.

- Assurance of confidential treatment of data of the Orderer  
MABEG undertakes to comply with the applicable data protection law requirements and to only process any personal data it is entrusted with for the sole purpose of providing the services defined in this contract, and then only in accordance with the instructions issued by the Orderer. Any data processing above and beyond this purpose, including in particular the forwarding of data to third parties, will only take place with the express consent of or at the instruction of the Orderer. The same applies to all data of the Orderer that is exchanged as part of the services in accordance with clauses II.1 and II.2 and to other information of the Orderer relating to production secrets, relevant product-related data etc. MABEG is only entitled to use general findings in order to improve its own products.

### 3. Antivirus protection

The contracting parties shall put in place appropriate, state-of-the-art provisions to safeguard the software of the Orderer against attacks by viruses. Each contracting party has a duty to immediately notify the other contracting party in writing if viruses are detected that could potentially impair the Talk2MABEG services or be transmitted to the systems of the other contracting party.

## V. Duty of cooperation on the part of the Orderer

### 1. Initialisation mode

When required, the Orderer activates Talk2MABEG via a Service Request. MABEG will then connect to the machine at the Orderer.

### 2. Assistance with error messages

The Orderer is required to follow the instructions issued by MABEG to aid with troubleshooting (determination, narrowing down, reporting and description of errors). The Orderer shall use the adjustment instructions/checklists of MABEG as required.

Troubleshooting and fault remedying require cooperation on the part of the Orderer. Technically trained personnel shall be kept available for this. Additional information and documents shall be sent to MABEG if anything is unclear.

### 3. Responsibility for safety / supervisory responsibilities

In cases in which Talk2MABEG services can potentially endanger people or equipment, the Orderer is responsible for supervision and will be required to confirm that the intended measures can be carried out safely (confirmation/acknowledgement). If this confirmation or acknowledgement cannot be provided on site from every machine then the Orderer must put in place additional safeguards to prevent injuries and material damage. In particular, the Orderer shall ensure that no person's safety is endangered on its premises – in whatever form and at whatever stage – in connection with performance of the service.

### 4. Training / care of the machine

The Orderer undertakes to provide its trained technicians with regular and adequate training on the technical service equipment required in connection with the provision of Talk2MABEG services (service terminal, adjustment instructions, mechanical basic settings etc.). Furthermore, the Orderer also undertakes to look after and maintain the machine in accordance with the requirements of the manufacturer and the state of the art. Any impairment of service caused by inadequate care of the machine by the Orderer will not be at the expense of MABEG.

### 5. Payment of costs

The Orderer shall be liable for the costs stated under clause 4.

## VI. Remuneration

### 1. Free provision of services

MABEG will provide the Orderer with these services free of charge in cases of liability for defects as part of and within the scope of the agreed warranty for the machine supplied by MABEG.

### 2. Remuneration

In all other cases the amount to be paid is set out in the current price list, unless a special agreement is set out as part of a service contract or on an individual contract basis.

## VII. Performance period

### 1. Time periods during which the remote services are available

MABEG agrees to make the agreed services available at the following times: Mondays to Fridays from 7.30 am to 4.30 pm German time. In the event of contract termination, Talk2MABEG remote services will no longer be provided. In order for such services to then be provided, it will be necessary for an express written agreement to be in place.

### 2. Force majeure

If the owed service is delayed within the context of labour disputes, in particular due to strikes and/or lockouts, or as a result of circumstances occurring that have not been caused by MABEG, in particular due to failure or disruption of the data transmission equipment, then the performance period shall be extended appropriately.

### 3. Availability

Availability depends on the number of customers calling upon MABEG to provide this service at the same time. For this reason, immediate availability cannot be assured.

## VIII. Claims for defects

### 1. Supplementary performance

MABEG will perform its services in accordance with the generally accepted rules of good engineering practice. If services are performed incompletely or incorrectly,

defects. If MABEG fails to meet its obligation for supplementary performance then the Orderer is entitled to set a reasonable grace period within which any defects are to be remedied. If MABEG culpably allows this grace period to expire without resolving the issues in question then the Orderer is entitled, after consultation with MABEG, to demand a reduction in the agreed fee or to terminate the contract without notice.

## 2. Default / delays

If MABEG fails to deliver the agreed performance by the due performance date and is then set a reasonable deadline to deliver by the Orderer but still fails to deliver, then – taking into account legal exceptions – the Orderer is entitled to terminate the contract without notice.

## IX. Liability

### 1. Direct damages

MABEG will remedy free of charge all damage caused to the MABEG machines as a result of using the Talk2MABEG service as well as damage caused culpably by vicarious agents. This also applies to damage arising as a result of installation work, repairs or contract work carried out by MABEG on the affected MABEG machines that is demonstrably inadequate or defective.

### 2. Limitation of liability

The Orderer is not entitled to further rights or claims beyond those arising from this Talk2MABEG Remote contract, including not for defective or incomplete advice and in particular not for compensation claims against MABEG, regardless of the legal grounds on which they are based. In particular, no liability will be assumed for defective data cables, data corruption, loss of data, transmission errors or misconduct of the Orderer.

### 3. Restrictions

This exclusion of liability for clause IX.2 does not apply in the following cases:

- in the event of intent or gross negligence on the part of bodies of MABEG, legal representatives, (senior) employees or other vicarious agents;
- infringement of essential contractual obligations;
- culpable injury to life, limb and health;
- defects that have been fraudulently concealed,
- on assumption of a guarantee for the characteristics or condition of an item, whereby a guarantee is only deemed to have been given if it is expressly defined as such in the text of the contract.

Insofar as MABEG is obliged in accordance with clauses IX.3 a) and b) to provide compensation for purely financial losses such as production downtimes, reduced production output, loss of data or loss of profits, such financial losses will be limited by the general principles of good faith, for example in cases where there is a disproportionate difference between prices charged for services to be rendered and damages claimed. The liability set out in clauses IX.3 c) to e) remains unaffected by this. The exclusion of liability further does not apply if MABEG is liable based on the German Product Liability Act or if an event is covered by the manufacturer's liability insurance cover taken out by MABEG. The latter is covered by the General Insurance Terms and Conditions for Liability Insurance (GTCLI).

## X. Transferability

MABEG is entitled to transfer its rights and obligations arising from this contract to third parties. The Orderer is permitted to sell or give away Talk2MABEG including the user manual and the other accompanying documents to third parties (referred to in the following as the "new user"), albeit only together with the machine, provided that:

- the Orderer stops using Talk2MABEG altogether;
- the Orderer discloses the name and address of the new user; and
- the new user provides MABEG with a written declaration of consent to these General Terms and Conditions for Talk2MABEG Remote.

## XI. Statute of limitation

The rights and claims of the Orderer arising from this contract as a result of defects on the contractual object or as a result of the contract performance shall lapse after 12 months, starting with the completion of the relevant service. The liability period will be extended by the length of time

taken to remedy any defects. Claims issued on the basis of clause IX.3 are subject to the statutory provisions.

## XII. Contract duration / termination

- This contract is concluded for an indefinite period of time. It will lapse automatically as soon as the Orderer stops operating the machine itself, stops operating the machine at its company premises, or stops operating the machine at the site specified in the contract. The right to transfer rights and obligations from this contract in accordance with clause IX remains unaffected.
- The contract can be terminated by either of the parties at the end of a year in writing, subject to a notice period of 3 months. The right to termination without notice remains unaffected by this. (E.g. based on clause VIII 2). In addition, MABEG has the right to termination of the contract without notice in the event that the Orderer becomes insolvent or if insolvency proceedings are initiated in relation to the assets of the Orderer.

## XIII. Other

Otherwise, the latest versions of our "General Terms and Conditions of Delivery", "General Terms and Conditions of Installation" and "Terms and Conditions for the Deployment of Field Staff" shall apply.

## XIV. Partial ineffectiveness

In the event that any of the clauses set out in this declaration are or should become ineffective, this shall not affect the validity of the remaining clauses. The contractual partners will undertake to replace the invalid clause with a different clause that most closely meets the originally intended purpose of the invalid clause.

## XV. Concluding provisions

- The place of jurisdiction for all disputes arising from this contractual relationship is Darmstadt. MABEG can also file a lawsuit at the Orderer's registered office.
- If court of arbitration proceedings are agreed with an Orderer with a registered office outside of the Federal Republic of Germany, all disputes arising from the contract or concerning its validity or the validity of the arbitration agreement shall be finally decided on by a court of arbitration formed in accordance with the rules of conciliation and arbitration of the Paris International Chamber of Commerce by three arbitrators in accordance with these rules subject to the exclusion of ordinary legal recourse. As long as the court of arbitration has not been called upon, the contracting parties shall be free to file a lawsuit at the ordinary court with jurisdiction for the registered office of the defending party.
- The relationships between MABEG and the Orderer shall be exclusively subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) of 11/04/1980 shall not apply.
- If any part of the contract or of these GTC is found to be invalid or if the rulings contain gaps then the legally valid rulings that would have been agreed on (if the contracting parties had been aware of the lack of validity or of the gaps in the rulings) by the contracting parties in order to meet the economic objectives of the contract and the purpose of these GTC shall deem to have been agreed upon. This shall have no bearing on the validity of the other provisions.

**MABEG Systems GmbH**

Opelstrasse 17-19

D-64546 Mörfelden-Walldorf