

## General Terms of Delivery

### I. Scope of validity:

These General Conditions of Sale - which are used exclusively for products of AVENTUS (hereinafter referred to as "Goods") - shall govern any individual contract (the "Contract") between the Supplier and the Buyer, and shall exclusively apply, save as varied by express agreement accepted in writing by both Parties, to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

### II. General provisions:

Full details of any verbal agreements will be immediately confirmed in writing by the Parties. In the event of contradictions and/or conflicts with the regulations governing the order, Supplier's order confirmation will take precedence. Orders or any document will not be binding until they are confirmed by the Supplier. Guarantees concerning the quality and durability of the Goods will be deemed granted if they have been expressly stated as such by the Supplier in writing.

### III. Confidentiality:

- Each of the Parties will use all documents (which will also include samples, models and data) and information (hereinafter referred to as "Confidential Information") received by them under the business relationship only for the contractual purpose, and maintain secrecy in respect of third parties with the same due care as applied to their own documents and information, where the other partner describes them as confidential.
- The confidentiality obligation does not apply for Confidential Information which demonstrably was already known to the receiving Party before the disclosure, was already publicly known before the disclosure, was generally accessible, was disclosed to the public after the notification without cooperation or fault of the receiving Party or which became generally accessible.

### IV. Technical specification:

- The quantity, quality and technical description of and any specification for the Goods shall be those set out in the Supplier's quotation or the Buyer's order (if accepted by the Supplier). In case of alterations the Supplier reserves the right to adjust his quotation technically.
- Unless otherwise agreed, the supply of the Goods will be carried out in accordance with the EN standards valid at the time of order placement. For the EN standards which are not available, the Supplier's work standards, as well as the corresponding German standards, such as DIN and/or VDE apply.
- Design, manufacturing or workshop drawings will not be supplied.

### V. Price and Payment:

- Unless otherwise agreed, prices shall be EXW (INCOTERMS 2020) excluding packing and any taxes, duties, bank charges, levies, fees and similar charges which may become due

outside of the F.R. of Germany for material supply and/or services.

- However, the price covers exclusively the agreed scope of delivery to be provided by the Supplier as per the technical specification. In case the basics for this agreed price change by modifications of the scope of supply or any other directive of the Buyer, a new price has to be agreed to take into account the extra costs and reduced costs.
- Payments shall be made free to the bank account or payment office notified by the Supplier.
- Unless otherwise agreed, all payments shall be made in EURO (€). Payments shall be made to the account mentioned in the invoice.
- Legal rights of the Buyer to set-off against claims of the Supplier for payment are excluded, except where the corresponding claim of the Buyer has either been finally judicially determined or recognized by the Supplier in writing.
- Unless otherwise agreed, payments shall be made within thirty (30) days after the date of invoice. All payments are to be made without any deduction.
- If the Buyer fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the Parties or otherwise eight (8) percentage points above the rate of the main refinancing facility of the European Central Bank.
- If the Buyer fails to comply with the agreed terms of payment, Supplier shall be entitled to suspend and withhold performance of its deliveries and services. The same shall also apply if circumstances become known after the conclusion of the contract which endanger the credit worthiness and performance of the Buyer. In such cases, deliveries and services from the Supplier shall only be made against advance payment or provision of adequate payment securities.
- If the advance payment or agreed payment security is not provided in accordance with the terms of the contract, the Supplier shall be entitled to either adhere to or terminate the Contract and shall, in either case, be entitled to claim damages.

### VI. Passing of Risk and Retention of Title:

- Property in the Goods does not pass to Buyer until the Supplier has received the respective Price in full.
- Unless otherwise agreed, the risk of loss of or damage to the Goods shall pass to the Buyer in accordance with any agreed trade term, which shall be construed in accordance with INCOTERMS 2020.
- If dispatch of the Goods is delayed at the request of the Buyer or due to reasons for which Supplier is not responsible, the risk shall pass to the Buyer at the time originally foreseen for the Goods to be dispatched from Supplier's premises. From this time on, the Goods shall be stored and insured on the account of and at the risk of the Buyer.
- If acceptance has been agreed, it must be conducted immediately at the agreed time, alternatively after the Supplier has given notification that the Goods are ready for

acceptance. The Buyer cannot refuse acceptance due to an insignificant defect, provided the Supplier acknowledges his obligation to remedy the defect. Acceptance is also deemed to have taken place if the Goods are put to commercial use by the Buyer.

**VII. Delivery:**

1. Observance of the delivery period is basically subject to the fulfilment of all obligations of the Buyer in due time, the timely receipt by the Supplier of all documents, necessary permits and releases, especially of plans to be provided by the Buyer, as well as fulfillment of the agreed terms of payment. To the extent said conditions are not fulfilled on time, the time for delivery shall be extended accordingly unless the Supplier is solely responsible for the delay.
2. The Supplier retains the right, in case of Force Majeure or unforeseen incidents to extend the start of delivery accordingly, informing of the occurrence of Force Majeure or unforeseen incidents and furnishing a corresponding certificate containing proof of the event of Force Majeure or an unforeseen incident.

**VIII. Liquidated Damages:**

1. Should the Supplier delay the delivery of the Goods later than the agreed time of delivery for reasons the Supplier is solely responsible for, the Buyer is entitled to demand liquidated damages at the rate of 0.5 % for each full week of delay, however, limited to 5.0 % of the total value of the Price of the delayed Goods.
2. If any liquidated damages for delay are agreed on delivery of specific documentations, these liquidated damages are in any case limited to 1% of the total Contract Value.
3. Liability for quality and performance figures will only be assumed by Supplier if these figures have been expressly warranted in writing, and shall be subject to individual provisions of Test Procedure to be specified by the Supplier. The total accumulated amount of liquidated damages for the non-fulfilment of agreed parameters in connection with the Test Procedure is limited to maximum 10 % of the total ex works contract price. All further rights and claims of the Buyer for damages of any kind having not been caused to the object of delivery itself are expressly excluded.
4. After reaching the maximum liquidated damages as per clause 8.1. for delayed delivery, the Buyer shall grant the Supplier a reasonable extension of time in writing. If such extension is not complied with for reasons for which the Supplier is solely responsible for, the Buyer is entitled to terminate the Contract. If the Buyer terminates the Contract, the Buyer shall be entitled to compensation for the direct loss he suffers as a result of the Supplier's delay. The total compensation, including but not limited to the liquidated damages for delay and liquidated damages for non performance of the equipment, shall not exceed fifteen percent (15%) of the Price.
5. Liquidated damages under clause 8.1. to 8.3. and termination of the Contract with limited compensation under clause 8.4. shall be the only remedies available to the Buyer in case of delay or non performance. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of gross negligence or intent.

**IX. Warranty:**

1. The Supplier is liable for damages caused to the Goods only in that way, that all parts which are found to be faulty or do not meet with the specified requirements due to incorrect design, bad materials or bad workmanship within the period of liability for defects will be repaired at Site or in Supplier's workshop or replaced free of charge within a reasonable period of time at the discretion of the Supplier.
2. All Goods, which have to be replaced due to normal wear and tear, improper service, maintenance or storage, excessive use, use of any unsuitable, operating means by the Buyer, chemical or electrolytic influence and use of parts which are not of Supplier's origin are excluded from any liability for defects of the Supplier. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Goods.
3. The Buyer has to inspect the Goods immediately after receipt. The Buyer shall without undue delay notify the Supplier in writing of any defect which appears.

If, within a reasonable time, the Supplier does not fulfil his obligations to remedy, the Buyer may by notice in writing fix a final time for completion of the Supplier's obligations. If the Supplier fails to fulfil his obligations within such final time, the Buyer may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier. Where successful remedial works have been undertaken by the Buyer or a third party, reimbursement by the Supplier of reasonable costs incurred by the Buyer shall be in full settlement of the Supplier's liabilities for the said defect.

4. Where the defect has finally not been successfully remedied or the Supplier fails to comply within the final period to remedy the defect due to reasons he is solely responsible for, the Buyer has the right to terminate the Contract by notice in writing to the Supplier. If the defect is not material the Buyer is only entitled to demand a reduction of the Price in proportion to the reduced value of the Goods.
5. When a defect in a part of the Goods has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the Goods for a period of 12 months. For the remaining parts of the Goods, the warranty period shall be extended only by a period equal to the period during which the Goods have been out of operation as a result of the defect.
6. The period of liability for defects will be 12 months from the date of commissioning, or maximum 18 months from the date of delivery respectively of the date of readiness for delivery, whichever comes first.
7. The rights and remedies of the Buyer set forth in this warranty clause are exclusive and in lieu of any and all other warranties. This limitation of liability does not apply in the event of gross negligence or willful misconduct by the Supplier.

**X. Limitation of Liability:**

1. Any claims of the Buyer other than those expressly specified in this Contract, regardless of legal basis, in particular, all claims for compensation, reduction of the Price, cancellation of or termination from the Contract that are not expressly specified, are excluded.
2. Notwithstanding anything to the contrary in this Contract, under no circumstance shall the Buyer have any right to compensation for loss of production or business interruption,

loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

3. The aggregated maximum amount of liabilities of Supplier to Buyer shall not exceed twenty percent (20 %) of the Contract Price.
4. This limitation of liability does not apply in case of intent or gross negligence or insofar mandatory law provides otherwise (e.g. under the Product Liability Act).
5. To the extent that the Customer is entitled to claims in accordance with this Section, these claims shall lapse with the expiration of the limitation period applicable to claims for defects as per Section 8. The legal deadlines shall apply for intentional malicious behaviour as well as claims in keeping with the Product Liability Act or due to culpable injury of life, limb or health.

#### **XI. Patent Infringement:**

1. Supplier shall be liable for any infringement of patents, licenses or protective rights of third parties existing at the date of Contract signing that result from the supply or use of the Goods to Buyer.
2. Should intellectual property rights be infringed, the Supplier will take over all court and lawyer's fees incurred by the Buyer to avert a dispute on industrial property rights with a Third Party. Further claims and rights on the part of the Buyer are excluded. The Buyer is obliged to immediately inform the Supplier about any infringement of industrial property rights. The procedure of averting a dispute on industrial property rights with a Third Party has to be amicably agreed by the Supplier and the BUYER in advance.

#### **XII. Software and Property Rights:**

1. The Supplier retains all rights to all documentation, in particular drawings, technical documents and software. The Buyer acknowledges these rights and shall not make such designs, drawings, documents and software available to any Third Party, either in whole or in part, nor use them for any purposes other than the agreed purposes without prior written authorisation by the Supplier.
2. As far as in case of order software is part of the Goods the Supplier grants to the Buyer the non-exclusive right for the use of the software including its appropriate documentation. It is supplied for use only on the Goods for which it is agreed. A use of the software on more than one system is not permitted. The Buyer has the right to duplicate or revise the software only to the legally permissible extent. The Buyer commits himself not to remove or to change manufacturer's data – in particular copyright notes - without prior explicit approval of the Supplier. Any and all other rights in the software and the documentation including copies remain with the Supplier and/or with the software Supplier. The assignment of sublicenses is not permissible.

#### **XIII. Applicable Law and Arbitration:**

1. The law governing this Contract shall be the Swiss substantive law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. The Parties will endeavour that any dispute or difference which may arise from or in connection with the contract will be

settled amicably and in mutual agreement. Should a mutual agreement not be possible, any dispute or difference arising out of or in connection with the contract or its validity shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by an Arbitration Tribunal of three Arbitrators nominated according to these rules. The arbitration tribunal shall meet in Zurich/Switzerland. The language for arbitration proceedings shall be English. The decision of the Arbitration Tribunal shall be binding for both Parties.

#### **XIV. Miscellaneous Provisions:**

1. Buyer and Supplier shall obtain the written consent of the other Party prior to the assignment to a third party of all or any part of its rights, benefits or obligations under this Contract.
2. For all items, the Supplier shall be entitled to select sub suppliers worldwide. However, the Supplier shall be responsible to the Buyer for the proper performance of the Contract in all respects.
3. In the event of "Force Majeure" the agreed contractual periods will prolong themselves by the period of "Force Majeure" without the Parties being able to assert mutual claims. The Party claiming to be affected by Force Majeure is obliged to plausibly prove the event of "Force Majeure". The following events – included but not limited to – are accepted as "Force Majeure": Natural disasters, pandemic, epidemic, warlike events, mobilisation, sabotage, terrorism, strike, lockouts, influence of the weather, accidents happening during transportation, erection, i.e. all those things which could by no means be foreseen or prevented by the Party claiming to be affected by Force Majeure. Should the case "Force Majeure" last longer than 6 months, both Parties will meet in the short term to arrive at a mutual agreement for the continuation of the contract.
4. In case the Goods include Services, the "Conditions of Installation of the Supplier" shall apply to the performance thereof. However, the Buyer shall store the Goods after its arrival in accordance with the storage instructions and/or marks issued by the Supplier so that such Goods are protected against any possible damage.

#### **XV. Severability clause**

Should any provision of these General Conditions be invalid or become ineffective or invalid at a later date, the validity of the remaining provisions shall not be affected. In this case both Parties agree to the insertion of a replacement provision, which is as close as possible to the economic interests of the invalid provision and the arrangement originally intended by the Parties hereto, in place of the invalid provision.

#### **XVI. New machines, commissioning, Training, installation, repairs**

1. Unless otherwise agreed, the safety-related equipment on new machines corresponds to the regulations applicable at the headquarters of AVENTUS in Germany.
2. Unless otherwise agreed, the commissioning of a new machine shall be carried out by AVENTUS; the Customer must provide the necessary and technically qualified personnel for the installation and commissioning of a machine. AVENTUS will provide a brief introduction to the safety aspects and the operation of the machine(s) for the

Customer's personnel. Advanced training and instruction are carried out by AVENTUS only if this is expressly contractually agreed between AVENTUS and the Customer. Production support is not included in the scope of advanced training and instruction. For training which is not provided within the scope of machine business, the terms and conditions stipulated in the respective Customer Contract (e.g. life cycle contract) shall apply. AVENTUS shall not be liable for damages caused by subcontractors commissioned by the Customer or personnel provided by the Customer. This shall not apply to the extent that such damages are verifiably the result of a breach of the duty of supervision or incorrect instructions on the part of AVENTUS.

3. If there is a delay in the completion of the assembly or repair work due to circumstances for which AVENTUS is not responsible, a reasonable extension of the performance deadlines shall be granted. The Customer shall bear the costs incurred by the delay. This shall also apply in the event of interruption of the work which requires the withdrawal of the deployed AVENTUS personnel. All costs incurred in this context, such as waiting times, travel expenses and incidental travel costs shall be borne by the Customer. The AVENTUS billing rates for the service personnel shall apply. The Customer shall inform AVENTUS about existing industrial property rights or property rights if parts must be assembled, repaired or modified and which are not produced or supplied by AVENTUS (third-party parts). The customer shall indemnify AVENTUS from claims by third parties due to industrial property rights or property rights breaches in this context. The Customer shall be obligated to accept the installation, repair or other services as soon as they have been notified of their completion and any contractually agreed acceptance has taken place successfully. The Customer may not refuse acceptance if there are no significant defects. Otherwise Sections VI-X shall apply. With the acceptance, the liability for recognizable defects is excluded, insofar as the Customer has not reserved the right to assert claims for a specific defect. The AVENTUS service employees are not committed to issue legally binding statements on behalf of AVENTUS or provide additional services beyond the scope agreed with the Customer.
4. Otherwise, the appendix sheet (version November 30, 2020) to the general delivery and service conditions shall apply. The Customer must carry out and comply with all of the services and obligations listed in the appendix sheet on time.

## **XVII. Telephone hotline, remote service, visual assistance**

1. The 24-hour hotline service provided by AVENTUS can be reached worldwide via the service number +49 2581 4591 2222. The contact languages are German and English. AVENTUS supports Customers via phone in the event of faults, requests regarding repairs, maintenance and process engineering.
2. Remote Services are carried out via online remote access using a secure Internet connection. Visual assistance services are carried out by transmitting sounds, images, videos and documents via data glasses, smartphones or other mobile devices using a secure Internet connection. AVENTUS may utilize video recordings which exclusively concern the production processes within a machine for training purposes. Otherwise Section XIX.1 shall apply. Remote service and visual assistance are hereinafter also referred to as remote diagnostics. Before remote diagnostics is carried out, the Customer must back up the necessary data; if the machine is restored to its previous state using a data backup, the customer must ensure that all relevant functions on the machine are checked again.
3. The Customer contacts AVENTUS via telephone or e-mail with an exact description of the fault or the technical problem

on one of the machines supplied by AVENTUS. When necessary, the Customer activates the function to enable remote service access to the machine. Data glasses or mobile devices access the system via WLAN (Wireless Local Area Network) or mobile network. After the access has been approved, a AVENTUS service employee accesses the machine automation in order to view the operation, parameters, service and alarm pages of the machine. The Customer shall ensure that the machine is connected with the communication medium in accordance with the agreed means of data transmission. The AVENTUS service employee shall analyze the accessible information and searches for anomalies and deviations of the actual state from the target state. When determining, locating, reporting and describing faults or problems, the Customer must follow the instructions given by AVENTUS. The verbal and the written exchange of information between the AVENTUS specialist and the Customer takes place in German or English.

4. The Customer shall ensure the operational and commercial safety of its machine(s) as well as its IT infrastructure. The person authorized by the Customer may only approve the remote diagnosis when all safety devices are in place and functional, the safe state of the machine is guaranteed and there are no people in any danger zones. The Customer must notify AVENTUS that the intended remote diagnostic measures can be carried out safely. The responsibility and decision-making authority for the operation of the machine shall remain with the Customer. The remote diagnostics cannot replace regular maintenance and technical safety inspections of the machine. In all other respects, the AVENTUS operating instructions shall apply.
5. If AVENTUS identifies any deviations during the remote diagnostic, the Parties shall agree on the technically feasible repair and maintenance work without delay. If the fault cannot be rectified or cannot be rectified completely by the remote diagnostic service, AVENTUS shall inform the customer accordingly and coordinate the further proceedings with the customer. If necessary and at the request of the customer, AVENTUS shall propose further maintenance and repair measures and offer these in accordance with its applicable billing rates. Further measures can consist of, for example, the supply of spare parts and software updates, the use of service technicians on site or carrying out of training. Such services shall be agreed upon between the Parties separately and paid for by the Customer.
6. If, when providing the services, AVENTUS determines that the deviations as a result of external force, other unforeseeable influences, improper operation or failure to observe the installation or environmental conditions specified by AVENTUS, then AVENTUS shall not be obliged to provide remote repair or maintenance services as per the above sections 2 and 4. The same shall also apply if the Customer or a third party carries out any changes or modifications to the machine, in particular to the control hardware/software, after delivery and acceptance of the machine(s). Furthermore, AVENTUS does not guarantee that the remote diagnostics service provided shall diagnose and rectify all existing faults with and damage to the machine(s). In particular, AVENTUS does not grant any function or availability guarantees for the machine(s).
7. The AVENTUS remote diagnostic services focus on support for the production machine; a transfer of personal data to AVENTUS does not take place. Otherwise Section XIX.1 shall apply. Furthermore, the appendix sheet (version November 30, 2020) to the general delivery and service conditions shall apply. The Customer must carry out and comply with all of the services and obligations listed in the attachment sheet on time.
8. Unless otherwise agreed in the contract for the supply of a AVENTUS machine, the remote diagnosis is free of charge



for the Customer within the first year after commissioning. After this period for a supplied AVENTUS machine, the Customer must pay for the remote diagnostic services. Unless otherwise agreed, a lump-sum remuneration per year for the remote service shall be agreed between the Parties. Unless otherwise agreed, an annual basic fee for the provision of visual assistance services as well as usage-dependent compensation on a time and material basis in accordance with the AVENTUS billing rates shall be paid for.

### XVIII. Maintenance, retrofit, machine relocation

1. Inspection, maintenance, repairs, life cycle Maintenance and inspections primarily consist of the adjustment, cleaning, lubrication and checking of the machine(s) and devices to assess their condition and function. Repairs primarily consist of the rectification of faults and defects by replacing or preparing parts that have become damaged as well as supplying spare parts. Life cycle services primarily consist of regular inspections and Customer visits. The precise scope of services, the dates, remuneration, response times, etc. for the specified service packages shall be regulated between AVENTUS and the Customer in individual service contracts. Unless otherwise agreed in the individual agreements, a - general overhaul of the machine(s) or devices, - delivery/installation of additional equipment and parts due to new or amended regulations, in particular with regard to the safety technology, - rectification of damage caused by noncompliance with the AVENTUS operating instructions as well as by external force or other influences (e.g. overvoltage, weather conditions, etc.) are not carried out.

#### 2. Retrofitting

The AVENTUS offers for the retrofitting of machine(s) are based on the technical properties of the machine(s) at the time of their initial delivery. All changes carried out not by AVENTUS but by the Customer or other third parties after the initial delivery are not taken into account in the description of supplies and services in AVENTUS offers or order confirmations. As such, additional deliveries and services may be identified during the installation of equipment in the Customer's existing machine(s) which deviate from the descriptions in the AVENTUS offers/ AVENTUS order confirmations. The expenses and costs for all additional unforeseen services shall be invoiced separately. If the performance of the deliveries and services is not possible due to the aforementioned reasons, AVENTUS reserves the right to withdraw from the Contract.

Furthermore, retrofitting a machine(s) can also involve the responsible market supervision/accident insurance institution in accordance with the national safety regulations in the country of installation/use of the machine/n or the occupational safety officer in accordance with the relevant national regulations, which require the machine(s) to be uniformly equipped with the latest safety equipment. Used machines or an entire group of machines which are significantly modified as a result of a retrofit must also comply with the currently valid Machinery Directive. A change is "significant" if a new safety concept is required in order to continue safely operating the machine/group of machines after a retrofit and this cannot be implemented with simple protective equipment. This applies, in particular, for machines within the European Economic Area (EEA and Switzerland).

#### 3. Machine relocations

Machine relocations primarily consist of the mechanical and electrical dismantling of machines as well as the reassembly at the new site. The precise scope of services, the dates, remuneration, etc. shall be regulated between AVENTUS and the Customer in the individual service contracts.

### XIX. Machine data, leasing and licensing of software

1. The Customer shall transfer and forward the production and process data (machine data) of its machine(s) to AVENTUS to enable AVENTUS to constantly improve its databased services. The Customer shall grant AVENTUS the nonexclusive/ simple, irrevocable, temporally and spatially unrestricted right to this machine data for all known and unknown types of use. AVENTUS may collect, store, read, reproduce, analyze, evaluate, process or pass on the data in an anonymous form.

Collection or linkage or evaluation of personal data does not take place within the scope of the provision of such machine data. Furthermore, the Customer agrees to comply with the applicable data protection regulations at its place of business. The Customer shall ensure, in particular, that the corresponding consents from employees or business partners of the Customer have been granted in the event that AVENTUS should come into contact with personal data. In connection with "visual assistance services", the customer is responsible for ensuring that no person are within the recording area or that the people have granted the necessary consent for creating photos or video sequences.

Otherwise Section III. shall apply.

2. For the leasing of software, the Customer shall be granted the non-exclusive/simple right to utilize the supplied software including its documentation in the object code on a single dedicated use of hardware/device. The software is described in the documentation.

- 2.1 If the AVENTUS software contains third-party software (including open source software/OSS), the conditions of the respective manufacturer or the OSS license terms and conditions described in the documentation shall take precedence.

- 2.2 Use of the software on more than one piece of hardware/ device, as well as the granting of sublicenses is prohibited. The source code is not transferred. This does not apply to the extent that OSS license conditions intend disclosure of the source code. Copyright notices, serial numbers as well as other features serving the program identification may under no circumstances be changed or removed. All other rights to the software and the documentation including copies remain with AVENTUS or the corresponding software supplier.

In all other cases, the Customer may not duplicate, change, reverse engineer or translate or remove parts of the software without the written consent of AVENTUS. Sections 21 and 24 of the Copyright Law (URG) remain unaffected.

- 2.3 The permanent (perpetual) transfer of software only takes place for the agreed operational purpose. The resale and forwarding of this software to a third party may only take place together with the hardware provided by AVENTUS. Third parties also consist of companies associated with the customer. Furthermore, the Customer shall ensure that the terms and conditions of use agreed between AVENTUS and the Customer shall also apply for the third party. If the software is passed on, the Customer must completely cease to use the software and also hand over any existing copies to the third party or delete them.

- 2.4 The temporary licensing of software shall take place on the basis of individual licenses. The Customer may install the software, load it into the main memory and use it on the agreed hardware in accordance with its specified purpose as per the documentation provided. The Customer shall not be entitled to sell the software, pass it on, rent, lease or loan it. Unless otherwise agreed, the temporary transfer of the software shall be subject to payment of a monthly license fee. The amount of the fee as well as the terms of payment shall be specified in the respective Customer Contract. Unless

otherwise agreed in the Customer Contract, the license begins at the time of provision of the license key by AVENTUS. The Parties have the right to terminate the temporary transfer of software with a notice period of two (2) weeks to the end of a calendar month but not earlier than the duration specified in the respective Customer Contract. The right to extraordinary termination remains unaffected. AVENTUS may terminate the license relationship with due cause if the Customer fails to comply with terms of use or terms of payment. The Customer may terminate the Contract with due cause if the function of the software involves significant defects, which AVENTUS is unable to rectify despite repeated attempts. At the end of the contract, the software including any copies must be deleted and any hardware transferred in this context returned to AVENTUS. The Customer must provide AVENTUS with confirmation of the deletion.

- 2.5 The elimination of a defect which disrupts the function and which must be reproducible is carried out at the discretion of AVENTUS via patches, bug fixes, updates or the delivery of a new defect-free software version; the general delivery and service conditions shall also apply for such fault rectification and software support measures. The transfer of a new version voids the rights for the previous version. Unless agreed otherwise than in 2.4, Sections IX and X shall apply.

## **Appendix sheet to the Delivery and Service Conditions of AVENTUS**

Unless otherwise agreed in writing between Customer and AVENTUS, Customer shall perform and complete the below specified work and supply the below specified services in due time at Customer's own expense.

### **1. General services to be provided by and obligations to be adhered to by Customer within the scope of a machine delivery with complete assembly as well as with all other assembly, repair and service tasks:**

- 1.1 Details for the supply and operating conditions according to the questionnaire provided by AVENTUS at the time of order placement at the latest.
- 1.2 Creation of the foundations and any pits, etc. that may be necessary, including the equipotential bonding and grounding cables to the connection points of the machine according to the foundation loading and energy connection diagrams specified by AVENTUS.
- 1.3 Performance of electrical and on-site work such as wall and ceiling penetrations, including sealing and weather protection facilities before AVENTUS assembly and repair work starts.
- 1.4 Securing the assembly and the intermediate storage area against theft and damage.
- 1.5 Provision of sufficient space in a closed hall for the reception and delivery of the machine as well as sufficient space for the safe unloading, intermediate storage and handling of the machine components and the packaging material at the assembly or installation location of the machine. To unload the machine components from a truck, a level area or a loading ramp at international standard height must be provided. The dimensions of the hall doors and the in-house transport routes must safely permit the transportation of the machine components. Package sizes and weights can be found in the shipping / handling drawings specified by AVENTUS. A sufficient floor loading capacity and surface properties must be ensured throughout the entire transport and assembly area, taking into consideration the weights of machine components and assembly devices (lift truck, crane, heavy-duty transport casters).

- 1.6 Provision of personnel with suitable professional qualifications and language skills as well as the notification of a suitable professional service and factory company operating in the local area of the installation location and technical processing assistance in the event that AVENTUS hires such a local company, in particular for carrying out transport and / or assembly work (e.g. provision of cranes and specialist personnel).
- 1.7 Provision of suitable recreation rooms for AVENTUS personnel with respective sanitary facilities and the necessary dry, lockable rooms for the storage of material and tools. Moreover the Customer shall provide, free of charge, telephone / fax, power (230V/400V) as well as, if necessary, an interpreter.
- 1.8 Information about the applicable laws, provisions and official regulations for the presence of the AVENTUS personnel must be provided and the AVENTUS personnel must be familiarized with these rules in due time and in full if the deployment location is located outside of the Federal Republic of Germany and, if necessary, it must be ensured that visas and other official approvals for entry and departure, residence permits and work permits can be issued in time. Moreover, before commencing work, the Customer must inform the AVENTUS personnel about all relevant safety regulations and meet all necessary safety and protection measures at the work location, and maintain these during the execution of work. Costs incurred by AVENTUS or the AVENTUS personnel resulting from incorrect, insufficient or late information shall be borne by the Customer.
- 1.9 Cleaning of the machine and removal of transport, anticorrosive and other precautionary measures.
- 1.10 Return of the transport locks and suspension devices to AVENTUS.
- 1.11 Correct disposal of the packaging material according to the legal and official guidelines applicable at the respective installation location.
- 1.12 Necessary fresh air supply and hot air exhaustion according to the installation plans specified by AVENTUS.
- 1.13 Provision of energy supplies in the required quality (power, water, gas, compressed air) according to the confirmed Supply and Operating Conditions (as per 1.1) at the installation location of the machine up to the respective supply points, including shut-off valves in accordance with the installation, cable routing and energy connecting diagrams specified by AVENTUS.



- 1.14 Provision and connection of an isolating or autotransformer if this is required for adherence to the Supply and Operating Conditions specified by AVENTUS.
- 1.15 Provision of the connecting parts, assembly, wiring and commissioning of add-on units from the Customer that are not included in the AVENTUS scope of supply. The Customer shall ensure and be responsible for ensuring that the add-on units comply with the safety guidelines, directives and standards applicable for the installation location. Add-on units provided late or in faulty condition by the Customer shall not entitle the Customer to refuse acceptance of deliveries and services AVENTUS. Customer shall be responsible for the functional, control-related and safety-related linkage of components and parts that are not included in the AVENTUS scope of supply to a AVENTUS machine.  
  
AVENTUS shall not assume any liability whatsoever for such third-party provisions made by the Customer.
- 1.16 Implementation of connections for primary services on the machine, as well as on additional components such as temperature control units or chillers by a certified qualified electrician, including the provision of the necessary materials.
- 1.17 Installation of the supply and return lines as well as the connection of all process piping (ink, solvent, lacquer, paste, vacuum, cooling water, exhaust air, ozone, etc.) according to the connecting diagram specified by AVENTUS.
- 1.18 Supply of the switch cabinets and operator columns with overpressure in the event of dusty ambient air.
- 1.19 Condensate drainage from equipment of the machine with climate control units for the electrical components.
- 1.20 Provision or processing of the process energy (e.g. cooling water, thermal oil, gas, steam, hot water) required for operation of the machine and filling the machine for the first time.
- 1.21 Provision of a permanently connected intercom and a permanently connected analog data line or an Internet connection to a transfer point in the area of the machine to facilitate the remote diagnostics function.
- 1.22 If necessary, grouting of the foundations for the machine according to the foundation drawing specified by AVENTUS, or in agreement with the installation supervisor designated by AVENTUS.

- 1.23 Timely provision of all components and parts to be provided by the Customer, as specified in the sales contract, installation schedule and/or in the installation drawing.
- 1.24 Provision of all raw and auxiliary materials necessary and specified for the commissioning and acceptance of the machine in sufficient quantity as defined by AVENTUS, the required format-dependent tools as well as the disposal of waste materials (ink, solvents, adhesives, etc.) from commissioning and trial runs in accordance with the statutory and regulatory provisions applicable at the respective installation location.
- 1.25 Provision of a suitable device for the material supply and disposal for the machine as long as this is not included in the AVENTUS scope of supply.
- 1.26 Operating permits or necessary official permits required at the installation location.

## **2. Additional services to be provided by the Customer and obligations to be observed**

- 2.1 The supply and removal of water for cleaning purposes including the piping required for this purpose.
- 2.2 Creation of the cable ducts, cable trays and fixing systems according to the cable laying diagram specified by AVENTUS.
- 2.3 The provision of fire extinguishers or a fire extinguishing system according to the local guidelines at the installation location of the machine as well as the routing of signal lines to the machine in accordance with the specifications of AVENTUS.

## **3. In addition to positions 1 and 2 of the services to be provided by the Customer and the obligations to be observed where the monitoring of the assembly of the machine shall be carried out solely by AVENTUS ("assembly management")**

- 3.1 Unloading the machine / system using the fastening or attachment points specified for this purpose.

- 3.2 Carrying out in-plant-transportation.
- 3.3 Removal of the transport locks.
- 3.4 Provision of the suitably qualified assembly and auxiliary personnel as well as the required transport and lifting equipment in accordance with the installation schedule specified by AVENTUS.
- 3.5 Assembly and cabling of the machine in accordance with the specifications of the installation supervisor designated by AVENTUS.
- 3.6 Creation of the cable ducts, cable trays and fixing systems in accordance with the cable laying diagram specified by AVENTUS.
- 3.7 Creation of the air and water piping within the machine.

#### **4. Additional services to be provided and obligations to be observed within the context of remote diagnostic services and the provision of user software**

- 4.1 Provision of the data transmission path specified on its own behalf and at its own expense for the respective machine, data glasses or the mobile terminal and ensuring that AVENTUS can use this connection for services without any problems; if the data transmission path is disrupted or AVENTUS data cannot transfer data or only insufficiently or with inadequate quality, AVENTUS shall be released from the provision of the services.
- 4.2 Ensuring the maintenance and the functional operation of its devices and take appropriate precautions in accordance with the current state of technology in order to prevent the penetration of viruses; if necessary, the data transmission technology must be upgraded to keep pace with technological progress; AVENTUS shall be notified in due time of changes to the technical environment, in so far as these changes can affect the agreed remote diagnostics up and shall be coordinated with AVENTUS.
- 4.3 Provision of the power and data transmission operating conditions described in the AVENTUS questionnaire for the remote service (Internet access via Ethernet, minimum bandwidth > 2 Mbit/s upload / download) as well as telephone/VoIP; in addition, qualified personnel with adequate skills in the German or English language as well as a specialist

employee trained and familiar with the operation of the machine who serves as the contact person for AVENTUS.

- 4.4 The required hardware for visual assistance to support AVENTUS-configured data glasses or mobile devices. WLAN access with sufficient transmission speed (minimum bandwidth > 2 Mbit/s upload / download) or SIM card for the use of an LTE router.

## **5. Non-fulfillment by the Customer**

If the Customer fails to fulfill the obligations specified in paragraphs 1 - 4 or fails to fulfill these in due time, AVENTUS shall, after setting a deadline, be entitled but not obliged to carry out the activities for which the Customer is responsible instead of the Customer and at the Customer's cost. In all other respects, the statutory rights and claims of AVENTUS shall remain unaffected.