

**GENERAL TERMS AND CONDITIONS (GTC) for commercial customers of  
Groz-Beckert de México S.A. de C.V.**

- (1) The following general terms and conditions are applicable only to customers who are businesses, i.e. customers who order or obtain goods, work or services for a commercial activity or for a self-employment commercial activity. These general terms and conditions are not applicable for consumers.
- (2) The following general terms and conditions are applicable to supply goods and services, specifically, installations, repairs and maintenance and other services such as paid consultancy.

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**A. General terms and conditions**

**§ 1 Scope of application**

- (1) These general terms and conditions are applicable to all our areas of operation. The following terms and conditions are applicable to supply goods and services, specifically, installations, repairs and maintenance and other services such as paid consultancy.

- (2) The relationship with our customers is exclusively governed by these general terms and conditions. These general terms and conditions are also applicable to all future operations and all agreements with the customer, such as starting contractual negotiations or initiating an agreement, even if they are not expressly agreed upon or referred to again. Applying the general conditions of the customer's order or purchase is expressly rejected.

- (3) If, in individual cases, there are also contractual relationships established with persons or companies that do not intend to be contractual parties themselves, the limitations of liability for these terms and conditions shall also apply, provided they have been included when establishing the contractual relationship with said third parties. This shall be the case if said third parties were aware or had knowledge of these general terms and conditions when the contractual relationship was established.

The customer's acceptance of our services and delivery is considered an acknowledgement of the validity of these general terms and conditions.

**§ 2 Entry into the agreement**

- (1) Unless otherwise agreed, our offers are subject to confirmation and are not binding.
- (2) We are not bound by an order until it has been confirmed by us in writing by means of an order confirmation or until we begin to comply with the order.

**§ 3 Scope of supply and compliance, compliance deadline dates**

- (1) Our written offer or our order confirmation is definitive regarding the scope of our supply or service. Any additional agreement and modifications require our written confirmation. If our offer or order confirmation is based on information provided by the customer (data, numbers, illustrations, drawings, system requirements, etc.) our offer shall only be binding if that information is correct. If, after the agreement has been finalized, the order evidently cannot be carried out according to the customer's specifications, we shall be authorized to terminate the agreement if, and insofar as, the customer is not prepared to accept any alternative solution proposed by us and pay for any additional costs that may arise.
- (2) For all supplies and services, we shall be authorized for partial compliance at a reasonable degree. We shall have the right use subcontractors to fulfill our contractual obligations.
- (3) If we gain knowledge of a disability for the customer to comply with his/her obligations, we shall be authorized to provide goods and render services only by means of an advance payment or by obtaining a guarantee. Our right to terminate individual agreements that have already been executed shall not be affected if the customer fails to provide an advance payment or grant a guarantee within a reasonable extension period.
- (4) The period for delivery and compliance is individually agreed and established in the confirmation of the order. If this is not the case, the delivery period shall be, approximately, 4 natural weeks from

the date in which we have confirmed the order. The delivery period shall be considered as complied with if the goods have been delivered by the end of the period or if a notification has been sent to inform that the goods are ready to be delivered. The start of the delivery period and the compliance with delivery dates assumes that the customer is cooperating as requested, duly and timely, to provide all necessary documents and to make any advance payments agreed.

- (5) We shall not be incurring into a breach of agreement in cases of Force Majeure or other exceptional circumstances that are out of our control. In this case, even if we are breaching the agreement, we shall continue to have the right to terminate the agreement. Specifically, we shall not be incurring into a breach of agreement in case of delayed deliveries if said delays are due to an incorrect or late delivery on behalf of our suppliers for which we are not liable. In case of temporary obstructions, the deadline dates for delivery or compliance shall be extended by the period of the obstruction plus a reasonable start-up period.
- (6) If we are contractually bound to comply in advance, we shall be able to refuse to comply if, after the agreement has been executed, it is apparent that our right to receive the corresponding remuneration may be compromised by the customer's inability to perform said payment. This shall specifically be the case if the payment to which we are entitled is in jeopardy due to the poor financial situation of the customer or if the payment is otherwise obstructed, e.g., export or import bans, war, insolvency of suppliers or the lack of the employees required due to sickness.

#### § 4 Prices, costs

- (1) Our prices to supply goods are net prices and, unless otherwise agreed in writing, the terms for delivery shall always be: FCA Ricardo Torres No. 3 Col. Lomas de Sotelo, 53390 Naucalpan Estado de Mexico (Incoterms 2020). Notwithstanding the provisions of this Incoterm regarding the termination of the agreements for transportation and insurances, we commit to comply with transportation and insurance agreements, we commit to coordinate transportation and determine the means of transportation, the route and, if we consider it necessary, the insurances of the transport, without being liable for choosing the fastest and most inexpensive option. The customer shall pay for the costs of transportation and insurances in accordance with the 2020 Incoterms FCA provisions. The prices may be taken from our offer or from our order confirmation or, if prices are not established in our offer or order confirmation, the prices can be taken from our price list in force.
- (2) For services, the prices refer to the implementation of the service and the location where it shall be rendered, which shall be previously agreed. When the invoice is issued, VAT shall be added to the rate pursuant to the applicable law.
- (3) If a compliance agreement of more than four months between the confirmation of the order and rendering the service has been agreed, we shall have the right to transfer any price increase in which we have incurred into, in the appropriate measure, to the customer as a result of said price increase during said extended period. The same shall apply if a performance period of less than four months has been agreed if we are only able to comply after four months from the confirmation date of the order for reasons that

are attributable to the customer.

- (4) In the case of work or services rendered by us, the remuneration, even in the case of a previously presented quote, shall always be based on an hourly rate according to the time that was employed, unless fixed rate remuneration has been agreed. The units to register time and the current hourly rates can be taken from our offer or our order confirmation or, if no hourly rates are established in our offer or order confirmation, they can be taken from our price list in force.
- (5) Unless otherwise agreed, expenses and travel expenses shall be invoiced separately. The customer shall reimburse travel and lodging expenses in exchange for copies of receipts and deducting the taxes for the consumables included in said receipts, unless the parties agree otherwise in written before the corresponding travel takes place. The valid rates for travel and expenses can be found in our offer or our order confirmation. If no rates are listed, the current valid rates can be found in our price list in force.

#### § 5 Terms of payment

- (1) Unless contractually agreed otherwise, our invoices related with the supply of goods shall be payable, without deductions, 30 days after the date of the invoice. The invoiced amounts related to work and services are payable 15 days after the date of the invoice without deductions. If we provide our supplies or render our services in partial deliveries, we shall have the right to demand the corresponding portion of the remuneration for each partial delivery.
- (2) The customer does not have the right to make any deductions without an express agreement.
- (3) If the registered place of business of the customer is outside of Mexico and the contractual agreement with the customer does not include delivery through an advance payment, we shall have the right, even without a related special agreement, to condition our performance to the issuance of a documentary letter of credit issued by a bank or savings bank licensed in Mexico in accordance with the Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC), for an amount equal to the gross amount of the price. If we do not demand granting said documentary letter of credit and unless it is otherwise contractually agreed, our right to collect shall be demandable after the delivery has been received or after our services have been rendered in full. If our products or services are provided in partial deliveries, we shall have the right of demanding the portion of the payment that corresponds to each partial delivery and, if necessary, demanding a documentary letter of credit for each partial delivery.
- (4) If the customer is in (payment) default from day 16 to 31 since receiving the invoice, he/she shall compensate the damage caused by the delay, specifically with an interest of 9 percentage points of the base rate.
- (5) Payment through bills of exchange is only allowed by means of an explicit agreement and, even in that case, it shall only be valid as a down payment. If additional costs are incurred into due to the above, said costs shall be paid by the customer.
- (6) Payments shall be performed exclusively by the customer. Payments made through third parties are unacceptable and shall not have the effect of complying with the obligations of the customer.

- (7) In general, we do not accept cash payments.
- (8) If we have agreed partial payments, the following shall apply: if the customer is behind on a partial payment for more than two weeks, the pending total amount shall be paid in full immediately.
- (9) Only non-controversial or legally established claims shall be eligible for compensation against our claims for remuneration. The same applies to liens. Otherwise, the customer shall only be authorized for liens if it is based on the same contractual relationship.
- (10) The assignment of claims against us on behalf of the customer requires our previous consent, which shall only be denied for a justified cause.

#### **§ 6 Retention of ownership**

- (1) We reserve the right of ownership over the goods supplied until the total amount for purchasing said goods has been paid. Once the purchase price has been paid, the retention of ownership shall be cancelled.
- (2) The reserved goods cannot be pledged to third parties or transferred as guarantee before the purchase price has been paid in full. The customer must immediately provide a written notification if our goods have been seized by third parties and to what degree.
- (3) If the actions of the customer cause a breach in the agreement, specifically if the purchase price is not paid, we shall be authorized to terminate the agreement in accordance with the corresponding legal provisions and/demand the return of the reserved goods. Demanding the return of the goods does not imply a termination of the agreement and we shall be authorized to demand the goods and reserve the right to terminate the agreement. If the customer does not pay the amount owed, we shall only be able to exercise those rights if we have previously and unsuccessfully established a reasonable deadline date for the payment or if establishing said deadline date is not necessary pursuant to legal provisions.
- (4) The customer is authorized to resell and/or process the reserved goods in his/her ordinary course of business. In this case, the following provisions shall also be applicable.

1. The retention of the property is extended to the total value of the products that result from processing, mixing or combining our goods, in which case we shall be considered as the manufacturer. If, instead of processing, mixing or combining our goods with the goods of third parties, the right of ownership of the latter is still in force, we shall acquire co-ownership of the goods according to the value of the invoices of the goods that have been processed, mixed or combined. In all other aspects, the same shall apply to the resulting product in regards of the reserved goods.

2. The customer hereby grants transferring all claims against third parties that could arise due to selling the goods or products, either in total or up to the amount of our possible participation in the co-ownership, pursuant to the previous paragraph. We accept the transfer. The obligations of the customer mentioned in Section A §6 No. 2 above shall also be applicable for transferred claims.

3. In addition to ourselves, the customer continues to be authorized to collect the claim. We commit to not collecting the claim provided the customer: fulfills his/her payment obligations to us;

is not in default; has not made any requests to be declared in bankruptcy and; is not otherwise unable to pay. However, if this is the case, we can demand the customer: to notify us about the claims that have been transferred and his/her debtors; to provide all necessary information for the collection; to deliver all relevant documents and inform debtors (third parties) about the transfer.

4. If the realizable value of the transferred claims exceeds our claims by more than 10%, we shall release the transferred claims of our choosing by the request of the customer.

- (5) The customer must handle the reserved goods with care. By our request, the customer must sufficiently insure the reserved goods against fire, water and robbery to their replacement value. If maintenance or inspection work becomes necessary, the customer must timely provide it at his/her own expense.
- (6) If the validity of this retention of ownership depends on its registration, e.g., in public registries in the country of the customer, we shall have the right and be authorized by the customer to make said registry at the expense of the customer.

#### **§ 7 Customer's obligation to cooperate**

- (1) The customer must provide support for us and our employees in a reasonably and usual manner. If we must, through our employees, provide work or render services related to the project at the company of the customer, said support could also include providing work rooms and work stations with PCs and phones at our request, the cost of which shall be paid by the customer.
- (2) The material, information and data we require to render our services must be made available for us by the customer. The data and suppliers of data must be technically free of defects. If legal safety or operation legal provisions are applicable at the facilities of the customer, we must be informed about it before rendering our services.
- (3) The instructions of the customer for our employees regarding the specific manner of how the services must be rendered is excluded, unless said instructions are necessary due to safety requirements and operation regulations at the customer's company. The employees who we have entrusted with the work or the services that shall be rendered shall not receive instructions about individual questions related to said work or services since we shall assign persons for that task in the project. We always make independent decisions about the measures that are necessary within the scope of the obligations of our performance.
- (4) Additional cooperation obligations may arise from the attachments of our order confirmation or offer.

#### **§ 8 Responsibility due to defects and general liability**

- (1) The prescriptive period for claims due to defects in our products and services is one year from the start of the prescriptive period. After said year has ended, we can also specifically refuse to comply with our obligations in the future, and the customer shall not be able to file any claims against us, request a purchase price reduction, terminate the agreement or request compensation. This reduction of the prescriptive period is not applicable for claims due to damages, other than the refusal of subsequent compliance and, in general, it is not applicable to claims due to the fraudulent concealment of a defect.

(2) Customer claims related to a subsequent compliance caused by defects in the service or goods that shall be supplied by us are subject to the following provisions:

1. If the provided goods are defective, we shall be able to choose, initially, to provide a subsequent compliance by means of eliminating the defect (rectification of defects) or by providing an item that is free of defects (replacement delivery). The latter shall not affect the right to refuse the type of subsequent compliance under legal provisions.
2. We have the right to condition the subsequent compliance to the payment of the customer at the expired purchase price. However, the customer shall have the right to retain a reasonable portion of the purchase price according to the defect.
3. The customer must provide us with the necessary time and opportunity to deliver an adequate subsequent compliance, particularly for inspection purposes for the goods involved in the claim. In case of delivering a replacement, the customer must return the defective item in accordance with legal provisions.
4. We shall be authorized to rectify the defect at the facilities of the customer.
5. We shall pay for the expenses required for the inspection and the subsequent compliance, specifically for transportation, travel and work expenses and costs for materials, provided said defect does in fact exist.
6. In case of supplied goods, the following shall also apply:

If the customer has installed defective goods or has attached them to another product, in agreement with the type of goods their and intended use, we shall be bound, as part of the subsequent compliance, to reimburse the customer for the expenses needed to remove the defective goods and installing or adding the product that has been repaired or the non-defective product that has been delivered.
7. The customer shall pay for the expenses caused by rectifying the defects or a later delivery that have been caused by taking the acquired goods to a location that is different from the registered office or the place of business of the customer.
8. If the customer's request to rectify defects or subsequent delivery is not justified, we can request the customer for a reimbursement of the expenses we have incurred into.

(3) The following shall also apply in the case of supplying goods:

Customer claims due to defects, particularly claims for subsequent compliance, terminations of agreement, price reductions and compensation for damages require the customer to inspect the products and report the defects. If a defect is revealed during or after the inspection, we must be immediately notified about said defect in writing (e.g., a letter, fax, email.) The report shall be considered immediate if made 10 days after finding the defect and timely sending the report shall be enough to comply with the deadline date. In addition to the obligation to inspect and report defects, the customer must also report obvious defects (including an incorrect and incomplete delivery) in writing (e.g., a letter, fax, email) ten days after the delivery, in which case timely sending the report shall be enough to comply with the deadline date. If the customer is negligent in making adequate inspections and/or in

reporting defects, our responsibility for the non-reported defect shall be excluded. This shall not be applicable if we have concealed the defect in a fraudulent manner.

(4) The customer can only demand compensation:

1. for damages resulting:

- From an intentional lack of compliance or severe negligence of our duties or;
- From an intentional lack of compliance or severe negligence on behalf of one of our legal representatives, executives or indirect agents.

from obligations different from the ones that are essential for the agreement (cardinal obligations) and are not main or secondary obligations regarding defects in our deliveries or services.

2. for damages caused by the intentional or negligent lack of compliance of essential contractual obligations (cardinal obligations) on our behalf, from one of our legal representatives, executive employees or indirect agents. The essential contractual obligations (cardinal obligations according to the aforementioned meaning in subsection (4) 1 and 2) are obligations whose compliance is essential to correctly execute the agreement and in whose compliance the customer can regularly rely on.

3. Additionally, we shall be responsible for damages caused by the negligent or intentional lack of compliance in case of deficiencies in our products or services (subsequent compliance or secondary obligations) and

4. for any damage within the scope of a guarantee (commitment) or a quality or durability guarantee that has been expressly granted by us.

(5) In the case of a simple negligent lack of compliance for an essential contractual obligation, the amount of the responsibility shall be limited to the amount of the benefit that has been received in exchange for the good or service that failed to comply.

(6) The claims for damages on behalf of the customer shall expire once the applicable prescriptive period has elapsed.

(7) In case of intermediary third parties who are involved in the start or the liquidation of the contractual relationship between the parties, the previously mentioned guarantee and liability limitations shall also apply to third parties.

## § 9 Industrial property, tools models and mold rights

(1) If we manufacture according to the drawings, models, samples or specifications of the customer, the customer must guarantee that said drawings, models, samples or specifications do not infringe the industrial property rights of third parties. Before placing an order with us, the customer is bound to determine if the products ordered infringe the property rights of third parties. In this regard, the customer must compensate us for any claims made by third-parties, unless the customer is not responsible for the infringement of said property rights. If a third party has prohibited the customer from manufacturing or supplying in accordance with an industrial property right that belongs to said third party, we shall be authorized to, without analyzing the legal situation, stop the work and demand

a reimbursement for the costs we have incurred into.

- (2) If we manufacture tools, models or similar items with the purpose of making the delivery or rendering the service, we shall retain their corresponding ownership. This shall also be applicable if we demand a partial remuneration from the customer for said products. If we invoice the customer for said items as a whole, the property shall then be transferred to the customer; said items shall remain in our possession while we continue to render the services for the customer with them.

#### **§ 10 Various provisions, place of performance, place of jurisdiction, applicable legislation, data processing, divisibility**

- (1) Any controversy that might arise from or be related with these general terms and conditions shall be submitted to the jurisdiction of the courts of Mexico City, waiving any other jurisdiction that might correspond to the parties of this agreement due to their current or future domiciles or for any other reason.
- (2) If any provision of these general terms and conditions or a provision that is part of other agreements is rendered null, the validity of all other provisions or agreements shall not be affected.
- (3) The contractual relationship and other legal relationships with our customers are regulated by Mexican legislation, excluding the United Nations Convention on Contracts for the International Sale of Goods.

### **B. Special terms and conditions to supply goods**

#### **§ 1 Scope of application**

The following special conditions to supply goods are applied in addition to the general conditions in accordance with Section A for all agreements to supply goods to the customer.

#### **§ 2 Scope of the services**

- (1) Transportation insurances for goods to be shipped shall only be hired by a specific request. The transportation insurance shall be hired under the name and at the expense of the customer.
- (2) Our obligations cover transferring the property and delivering the products purchased. Assembling, installing or setting up the purchased products is not part of the obligation, unless it has been expressly agreed.

#### **§ 3 Complementary provisions to supply software**

- (1) Delivery and scope

The software, including program corrections, is delivered in the form of an object code in a standard data transmission device or online as a website downloads. The scope of the delivery also includes request documentation. Unless otherwise agreed with the customer, request documentation can be provided at our discretion, either as an operation manual or by means of a data transmission device. Providing the software's source code is not an obligation.

- (2) Rights to use the software

1. The licensing conditions for the software are applicable to granting the rights to use the software.

2. Unless otherwise agreed with the customer, the customer shall receive a simple right of use for the software that has been provided, with no time limit. In the absence of other agreements, the right of use authorizes the buyer to use the software in a single PC (single user license) or to use the software in a machine or server, as long as the use of the software/access to the software granted by means of a license is only allowed for one user or the number of users agreed at the same time.

3. No additional rights are granted, specifically regarding the reproduction of the software other than the one required for the scope of contractual use. With the exception of the right to correct errors, the customer does not have the right to make any changes in the software. The right to correct errors on behalf of the customer shall only be applicable if we refuse to correct the errors or if said correction has failed. The customer is allowed to make a backup copy of the software, as well as duplicating it within the scope of the usual data backup to guarantee the expected operation of the software.

4. For any corrections provided for the program, the customer is granted the rights of use that were granted for the original version of the program.

5. The label of the software cannot be eliminated, changed or made unrecognizable, specifically for the case of copyrights, trademarks, serial numbers or other similar information.

#### **§ 4 Complementary provisions to guarantee the supply of software**

- (1) We shall also comply with our obligation to correct defects by providing updates with an automatic installation routine for download and offering telephone support for the customer to solve any installation problems that might arise.
- (2) If we are unable to correct a defect or performing a subsequent delivery that is free of defects, we shall provide alternative solutions for the customer. Said alternative solutions shall be considered as a subsequent compliance, as long as they do not lead to a significant deficiency in the functionality or the processes of the software. Alternative solutions are temporary solutions for an error or a malfunctioning that do not interfere with the source code.
- (3) If necessary, in case of reprocessing, user information shall also be adapted.

### **C. Special conditions for services: installations, repairs, maintenance services, customization, software development**

#### **§ 1 Scope of application**

The following special terms and conditions to render services are applicable in addition to the general terms and conditions in of Section A for all agreements with the customer to render services such as, specifically, installing goods and other items, repairing goods and other items and developing or customizing (i.e., adapting the software to the requirements of the customer) software.

## § 2 Purpose of the agreement

The purpose of the agreement is to render the agreed services.

## § 3 Assignment of project managers

- (1) We and the customer are bound, in cases agreed separately, to assign a project manager before starting the work. The measures needed to implement the project shall be agreed among project managers. The responsibility of implementing the work shall be ours. The corresponding project managers must be assigned in written to the corresponding contractual partner within a reasonable period of time after the agreement has been finalized.
- (2) Project managers shall meet regularly, for the agreed periods of time necessary to prepare the project, and to make and register any necessary decisions.

## § 4 Changes during the execution of the work/managing change requests

- (1) Project managers can agree to make changes by a mutual accord. The agreements must be registered and signed by both project managers. Insofar as no agreements have been executed in terms of remuneration or other contractual provisions, specifically calendars regarding the agreed changes, the changes must be implemented as part of the contractual terms that have been agreed until that moment.
- (2) If the parties do not reach an agreement on the changes requested by either party, the following shall apply:

Before accepting the goods or services, the customer has the right to request changes. Change requests must be presented in text. We shall review the request for the change. We shall accept the changes requested by the customer unless they are not reasonable for us within the scope of our operational efficiency. We shall provide a written notification for the customer 14 days after receiving the request for change to inform the customer if:

- The change request has been accepted and is to be carried out in accordance with the previous provisions of the agreement.
- The change request has an impact on the contractual provisions, e.g., price, completion time, etc. In this case, we shall inform the customer about the conditions under which the change can be made. The change shall only be implemented if the customer accepts the change under the conditions we have offered 14 days after receiving the notification.
- reviewing the viability of the change request implies extensive work: in this case, reviewing the change request shall depend on the customer paying for the corresponding work. If that is the case, we shall be bound to provide a written notification for the customer regarding the time we require and the costs of the review. The order to perform a review shall not be considered made until the customer has requested it in writing.
- The change request has been rejected.

If we do not answer the change request 14 days after it has been received, the change request shall be considered rejected.

- (3) When performing the work, we follow generally acknowledged test methods, as well as the applicable legal provisions. If the legal provisions or other type of provisions change after the agreement has been finalized, if new regulations are introduced or if new or modified requirements that affect the contractual compliance emerge, e.g., if the manufacturer's documentation is new or has been modified, if there are new manufacturing standards or there are subsequent risk assessments and if the customer has timely notified us about this situation, these requirements shall be taken into consideration as much as possible. The remuneration agreed to render services or in service orders shall be adjusted to our reasonable discretion. Specifically, we shall consider the cost of the modified requirements for testing, personnel and/or new or used tools.

## § 5 Acceptance

The work shall be delivered after it has been completed. If there is no delivery due to the nature of the work, a finalization notification shall be sent. The work shall be ready to be accepted after it has been finalized and delivered or, if a delivery is excluded due to the nature of the work, after the finalization notification has been sent. The customer must accept the finalized work within the time agreed or otherwise within a reasonable period, but no later than a period of two weeks after the delivery or, if the delivery is excluded according to the type of work, after it has been finalized. This period starts with our written notification to the customer regarding the finalization of the work. The work shall be considered as accepted when the agreed acceptance period has expired if the customer does not provide a written acceptance or informs us in writing about the defects that are yet to be corrected. We shall inform the customer about this legal consequence when we notify the customer that the work has been finalized or when the work has been delivered.

## § 6 Complementary provisions related to software development

### (1) Software delivery

The software, including program corrections, is delivered in the form of an object code in a standard data transmission device or online as a website downloads. The scope of the delivery also includes request documentation. Unless otherwise agreed with the customer, request documentation can be provided at our discretion, either as an operation manual or by means of a data transmission device. Providing the software's source code is not an obligation, unless otherwise agreed.

### (2) Rights to use the software

1. Unless otherwise agreed with the customer, the customer shall receive a simple right of use for the software that has been provided, with no time limit. In the absence of other agreements, the right of use authorizes the buyer to use the software in a single PC (single user license) or to use the software in a machine or server, as long as the use of the software/access to the software granted by means of a license is only allowed for one user or the number of users agreed at the same time.
2. No additional rights are granted, specifically regarding the reproduction of the software other than the one required for the

scope of contractual use. With the exception of the right to correct errors, the customer does not have the right to make any changes in the software. The right to correct errors on behalf of the customer shall only be applicable if we refuse to correct the errors or if said correction has failed. The customer is allowed to make a backup copy of the software, as well as duplicating it within the scope of the usual data backup to guarantee the expected operation of the software.

3. For any corrections provided for the program, the customer is granted the rights of use that were granted for the original version of the program.

4. The label of the software cannot be eliminated, changed or made unrecognizable, specifically copyrights, trademarks, serial numbers or other similar information.

#### **§ 7 Complementary provisions to guarantee the supply of software**

- (1) We shall also comply with our obligation to correct defects by providing updates with an automatic installation routine for download and offering telephone support for the customer to solve any installation problem that might arise.
- (2) If we are unable to remedy a defect or performing a subsequent delivery that is free of defects, we shall provide alternative solutions for the customer. Said alternative solutions shall be considered as a subsequent compliance, as long as they do not lead to a significant deficiency in the functionality or the processes of the software. Alternative solutions are temporary solutions for an error or a malfunctioning that do not interfere with the source code.
- (3) If necessary, in case of reprocessing, user information shall also be adapted.

**Valid from June 2020**