

**GENERAL TERMS AND CONDITIONS for
Business Customers of GROZ-BECKERT IBERICA, S.A.**

- (1) The following general terms and conditions apply only to customers who are business, whether they are natural or legal entity, whether private or public, acting directly or through another person on their behalf or following their instructions, with a purpose related to their commercial, business, trade or profession. These terms and conditions do not apply to consumers and users.
- (2) The following general terms and conditions apply to the supply of goods, as well as the work services, such as in particular installation, repair and maintenance, and to other services such as paid consulting sold or supplied by GROZ-BECKERT IBERICA, S.A. hereinafter referred to as "GBIB".

A. General terms and conditions	1
§ 1 Scope of application	1
§ 2 Conclusion of contract	1
§ 3 Acceptance and delivery of the order	1
§ 4 Prices, costs	2
§ 5 Terms of payment	2
§ 6 Retention of title	3
§ 7 Obligations of the customer to cooperate	3
§ 8 Liability for defects and general liability	3
§ 9 Industrial property rights, tools, models and moulds	4
§ 10 Confidentiality	4
§ 11 Notifications	4
§ 12 Miscellaneous provisions: Place of performance, place of jurisdiction, applicable law, data processing, separability clause	4
B. Special Terms and Conditions in the supply of goods	5
§ 1 Scope of application	5
§ 2 Scope of services	5
§ 3 Supplementary provisions for the supply of software	5
§ 4 Supplementary warranty provisions for the supply of software	5
C. Special conditions for work services: installations, repairs, maintenance services, customization, software development	5
§ 1 Scope of application	5
§ 2 Subject of the contract	5
§ 3 Appointment of project managers	5
§ 4 Changes during the execution of the work/ change request management	6
§ 5 Acceptance	6
§ 6 Supplementary provisions concerning the development of software	6
§ 7 Supplementary warranty provisions for the supply of software	7

A. General terms and conditions

§ 1 Scope of application

- (1) These general terms and conditions apply to products and services sold directly by GROZ-BECKERT IBERICA, S.A., and the products and services in which GROZ-BECKERT IBERICA acts as an

intermediary are excluded from the purpose of this study.

- (2) Our relationship with the customer of the products and services sold directly by GROZ-BECKERT IBERICA is governed exclusively by these general terms and conditions. They also apply to all future transactions, as well as to all business contacts with the customer, such as the initiation of contractual negotiations or the initiation of a contract, even if they are not expressly agreed upon or referred to again. The application of the customer's general ordering or purchasing conditions is expressly rejected.
- (3) If, in individual cases, contractual relationships are also established with persons or companies who are not themselves intended to become contracting parties, the limitations of liability in these general terms and conditions will also apply to them, provided that these general terms and conditions were included in the establishment of the contractual relationship with the third parties. This is particularly the case if the third parties were aware or already had knowledge of these general terms and conditions when the contractual relationship was established.
- (4) Acceptance of our services and deliveries by the customer is considered as acknowledgement of the validity of these general terms and conditions.

§ 2 Conclusion of contract

- (1) The contract will be concluded when the customer accepts our offer.
- (2) Orders placed by customers will not be binding until the written offer is made and must be accepted by the customer.
- (3) The offer will contain the essential elements of the contract, especially the identification and quantity of the product, the price of the goods or service, delivery time, means of delivery and validity of the offer. If for any reason, any of these elements could not be included in the offer, the client will be informed and must accept the lack of discretion that will be communicated when we can make it concrete.
- (4) Unless expressly agreed otherwise, the offer and acceptance must be made through the same communication channel.

§ 3 Acceptance and delivery of the order

- (1) Our written offer or our confirmation is final with respect to the scope of our supply or service. The offer will not be binding until the customer accepts the offer of our supply or service, either by means of an express declaration of acceptance or by unequivocal acts of acceptance. The receipt of goods by the customer will be considered acceptance if the customer has stated so in the order or signs the delivery note as a sign of compliance with the terms of the contract.
- (2) Made available of the goods will be considered delivery of the merchandise if transportation is agreed by the parties at the cost of the client. Additional agreements and amendments require our confirmation.
- (3) If our offer or order confirmation is based on information provided

by the customer (data, figures, illustrations, drawings, system requirements, etc.), our offer will only be binding if this information is correct. If it becomes apparent after conclusion of the contract that the order cannot be carried out according to the customer's specifications, we will be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept any alternative solution proposed by us and to assume any additional costs which may actually arise.

For all supplies and services we will be entitled to partial performance to a reasonable extent. We will have the right to use subcontractors to fulfil our contractual obligations.

If we become aware of a risk of the customer's inability to meet its obligations we will be entitled to supply goods and services only against advance payment or security. Our right to withdraw from individual contracts already concluded remains unaffected if and insofar as the customer fails to make an advance payment or provide security within a reasonable extension period.

- (4) The delivery and execution period is agreed individually in the offer or order confirmation. The delivery and confirmation period will not be binding or enforceable until the client has accepted the offer or the order confirmation conditions. If, due to the characteristics of the order, the execution or delivery period cannot be specified, the client must be informed and must accept this discrepancy. With the acceptance of the offer, the client will offer all his required cooperation in a timely and adequate manner, making available to GBIB all the required documents and making the agreed advance payments.
- (5) We will not be in default in the event of force majeure or other exceptional circumstances beyond our control. In this case, even if we are already in default, we will still have the right to withdraw from the contract. In particular, we will not be in default in the event of delays in delivery if these are caused by incorrect or late delivery by our suppliers for which we are not responsible. In the event of hindrances of a temporary nature, the delivery or performance deadlines will be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period.
- (6) If we are contractually obliged to provide advance performance, we may refuse the performance incumbent upon us if, after conclusion of the contract, it becomes apparent that our claim to remuneration may be jeopardised by the customer's inability to make such payment. This is particularly the case if the payment to which we are entitled is at risk due to the customer's poor financial circumstances or if other obstacles to payment are threatened, e.g. export or import bans, war, the insolvency of suppliers or absence of the required employees due to illness.

§ 4 Prices, costs

- (1) Our prices for the supply of goods are net prices, it is expressly agreed that the delivery terms are always FCA Barcelona, carrer Riera Sant Miquel, 1 (08003-BARCELONA) (Incoterms 2020). However, according to the provisions of this Incoterm on the conclusion of transport contracts and insurance, we undertake to organize the transport determining the means of transport, the transport route and, if we consider it necessary, the transport insurance, without being responsible for choose the fastest, nor the cheapest Option. In the Offer or in the order confirmation the costs

of the transport, insurance and approximate time of the transport will be indicated. The client must expressly accept our transport proposal. If they do not accept our transport proposal, the merchandise will be considered delivered from the moment the client is notified of the availability of the merchandise for collection, indicating the place of collection.

- (2) For services, the prices refer to the implementation of the service at the agreed place of performance. When the invoice is issued, VAT will be added at its respective statutory rate.
- (3) If a performance period of more than four months has been agreed between the time of confirmation of the order and the performance of the service, we will have the right to a corresponding extent to pass on to the customer any increases in costs which have occurred to us in the meantime due to price increases. The same will apply if a performance period of less than four months has been agreed, but the performance can only be rendered by us later than four months after confirmation of the order for reasons for which the customer is responsible.
- (4) In the case of work or services to be performed by us the remuneration - even in the case of a previously submitted cost estimate - is always based on a time fee according to the time actually spent, and prior estimates of costs that GBIB may have previously made are not binding, unless flat-rate remuneration has been agreed. The units of time recording and the current hourly rates can be taken from our offer or our order confirmation or, if no hourly rates are stated in the offer or order confirmation, from our currently valid price list.
- (5) Unless agreed otherwise, expenses and travel costs will be invoiced separately. The reimbursement by the customer of travel and accommodation costs will be made on presentation of receipts in copy and deduction of the input tax amounts contained in these receipts, unless otherwise agreed in writing between the parties before the trip is carried out. The current travel and expense rates can be found in our offer or our order confirmation. If no rates are listed there, the currently valid rates can be found in our current price list.

§ 5 Terms of payment

- (1) Unless otherwise contractually agreed, our invoices relating to the supply of goods are payable without deduction within 30 days of the invoice date. Invoice amounts relating to work and services are payable within 15 days of the invoice date without deduction. If we provide our supplies or services in part deliveries, we will have the right to demand a corresponding part of the remuneration for each part delivery.
- (2) The customer is not entitled to make deductions without express agreement.
- (3) If the registered place of business of the customer is outside Germany and the contractual agreement with the customer does not provide for delivery against advance payment, we will be entitled, even without a special agreement, to make our performance dependent on the provision of a documentary letter of credit in the amount of the gross performance price from a bank or savings bank licensed in the European Union in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of

Commerce (ICC). If we do not demand the provision of such a documentary letter of credit and unless otherwise contractually agreed, our claim will become due upon receipt of the delivery or upon complete performance of our service. If we provide our supplies or services in part deliveries, we will in any case be entitled to demand a corresponding part of the remuneration for each part delivery and, if necessary, to demand a documentary letter of credit for each part delivery.

- (4) If the customer does not satisfy the payment from the 16th or 31st day after receiving the invoice, he will have to pay the aggregate principal plus the late payment interest provided in Law L3/2004 of December 29.
- (5) Payment by bill of exchange or accepted bill is only permitted by express agreement, and even then is only valid on account of payment. If additional costs are incurred as a result, these are to be borne by the customer.
- (6) Payments are to be made exclusively by the customer. Payment by third parties is inadmissible and will not have the effect of fulfilment of the customer's obligations.
- (7) Cash payments are generally not accepted by us and, in any case, subject to the legislation applicable .
- (8) If the parties have expressly agreed to the payment in instalments, the non-compliance of the payment, total or partial, of any of the payment terms will suppose the expiration of the rest of the balance that at that moment will be pending payment, being immediately required.
- (9) Only undisputed or legally established claims can be offset against our claims for remuneration. The same applies to the exercise of a right of retention. The customer will otherwise only be entitled to exercise a right of retention if it is based on the same contractual relationship.
- (10) The assignment of claims against us by the customer requires our prior consent, which will only be refused for good cause.

§ 6 Retention of title

- (1) We reserve the title to supplied goods until full payment of all our present and future claims arising from the concluded contract and an ongoing business relationship (secured claims).
- (2) If the customer breaches the contract, and in particular does not comply with the obligation to pay the price owed, we will have the right to terminate the contract in accordance with the legal provisions and / or demand the return of the reserved goods. GBIB may choose between demanding full compliance with the contract claiming its price, or demanding the return of the delivered goods, if the client has previously been required to fulfill his payment obligation or this requirement is not necessary in accordance with legal provisions in force.
- (3) The customer must treat the reserved goods with care. At our request, the customer must sufficiently insure the reserved goods at its own expense against fire, water and theft at their replacement value. If maintenance and inspection work becomes necessary, the customer must carry it out in good time at its own expense.
- (4) If the validity of this reservation of title is dependent on its registration, e.g. in public registers in the customer's country, we

will be entitled and authorised by the customer to effect this registration at the customer's expense. The customer is obliged to provide all cooperation services necessary for this registration free of charge.

§ 7 Obligations of the customer to cooperate

- (1) The customer must support us and our employees to a reasonable, customary extent. If we have to provide project-related work or services by our employees at the customer's company, support at our request may also include the provision of work rooms and workstations with PCs and telephones, the costs of which will be borne by the customer.
- (2) Materials, information and data that we require to perform our services must be made available to us by the customer. Data and data carriers must be technically free of defects. If special legal or operational safety regulations apply at the customer's premises, the customer must inform us of this before we provide our service.
- (3) Instructions from the customer to our employees regarding the concrete form of the performance of services are excluded, unless instructions are necessary in connection with safety requirements and operating regulations in the customer's company. Instructions on individual questions regarding work or services to be provided by us are not to be given to the employees entrusted with the task by us, but to the contact persons named by us for the project. We always decide independently on the necessary measures within the scope of our performance obligations.
- (4) Concrete further obligations to cooperate may result from the annexes to our order confirmation or our offer.

§ 8 Liability for defects and general liability

- (1) The customer has four days to examine the goods and check the apparent quality and quantity defects once it has been delivered or made available to be picked up by its means.
- (2) The customer has 30 days after delivery or making available to check the hidden defects of the goods.
- (3) If the customer detects any manufacturing defect or hidden flaw in the above terms, it must notify GBIB in writing, indicating the reason or defect of the delivered product.
- (4) Both parties expressly agree that GBIB has a period of 10 days to verify the customer's claim. The customer will allow GBIB technicians to enter its facilities to check the storage and use status of the delivered goods.
- (5) If we verify the customer's claim, GBIB will offer the customer to replace the defective merchandise with a new delivery in the shortest possible time or to terminate the contract by returning GBIB the amounts received for the defective or erroneous woods.
- (6) If the customer opts for the delivery of merchandise, he must pay the amounts that would have been pending at that time.
- (7) GBIB will be responsible for the quality of the product during the period of time specified in the offer for each product. The responsibility of GBIB for the quality of the products will be extinguished if the client does not follow the instructions for use from GBIB, or uses the products negligently or erroneously. The customer will allow GBIB technicians to enter its facilities to check the use of the supplied products.

- (8) If the quality defect is found during the period determined in the offer and the customer has used the product correctly, GBIB will replace the defective products with new ones without it being possible to extend the term of responsibility for defects in the delivered products.
- (9) The customer may claim responsibility for damages in the legal terms established by Spanish Law and interpreted by Spanish Courts.

§ 9 Industrial property rights, tools, models and moulds

- (1) If we manufacture according to drawings, models or samples or specifications of the customer, the customer must ensure that industrial property rights of third parties are not infringed by this. Before placing an order with us, the customer is obliged to ascertain whether the products it has ordered infringe the property rights of third parties. In this respect, the customer must indemnify us against any claims by third parties, unless it is not responsible for the infringement of the property rights. If the customer is prohibited from manufacturing or supplying by a third party with reference to an industrial property right belonging to it, we will be entitled, without examining the legal situation, to stop work and demand reimbursement of the costs incurred.
- (2) If we make tools, moulds, models or similar items for the purpose of providing the delivery or service, we will retain title to them. This will also apply if we demand partial remuneration from the customer for such production. If we invoice the customer for such items in full and the customer pays for the manufacture of such items in full, ownership will pass to the customer; we will retain possession of such items as long as we provide services to the customer with these items

§ 10 Confidentiality

- (1) "Confidential information" means, for the purposes of these General Contracting Conditions, all information disclosed to the client by GBIB, orally, in writing, or in any medium, as well as any analysis or documentation of any kind prepared by either Party or both together from the information or documentation disclosed by the other.
- (2) The customer agrees, through this agreement, to keep and treat as confidential all the Information communicated by GBIB to the customer and classified as exclusive and / or confidential property, or, by its nature and / or by the circumstances in which the disclosure occurs, it must be considered, in good faith as such (the "Confidential Information"). The existence of this Agreement and the exchange of Information, its purpose and the results obtained are considered Confidential Information that may not be used without the written consent of GBIB.
- (3) Exceptions. Those provided by the applicable law at all times.
- (4) This Agreement does not confer on the customer any intellectual or industrial property rights or any property rights over the Confidential Information provided. The Confidential Information may only be used or employed in the terms and with the scope of this Agreement.
- (5) The customer may not transfer, in whole or in part, to a third party, the information contained in this agreement, or derived from its application without the prior written consent of GBIB. Failure to

comply with this obligation will determine the resolution of this agreement, and the requirement of liability provided to the customer, without prejudice to demanding the damages and losses that derive from it.

Additionally, nothing contained in this Agreement will be interpreted as assignment or transfer of any right.

- (6) The PARTIES agree that the time to study, formulate, and specify future forms of collaboration for the development of software or computer programs shall be determined in the offer by GBIB and expressly accepted by the client. If no duration determined by the parties is foreseen, it will be understood that the agreement is valid for 6 months from the acceptance of the client.

The PARTIES, by mutual agreement, may extend the duration of said Agreement for the period they freely agree. They may also terminate the contract in advance by mutual agreement

- (7) The confidentiality agreement will remain in force from the signing of this Agreement until the termination of the contract due to compliance or non-compliance or by agreement between the parties.
- (8) After the duration of the Agreement or its extensions, the duty of confidentiality shall subsist for a period of FIVE years counting from said termination.

In this case, the PARTIES must return all the documentation that would have been provided by the other party, assuming the most formal commitment to destroy all those copies that were in their possession within a maximum period of one month from the end of the Development Agreement.

- (9) Both parties, by mutual agreement estimation of damages the information provided for a value of FIVE TIMES the amount of the commercial agreement between the parties. In case of breach by the client of the duty of confidentiality, it will allow GBIB to demand the payment of the amount of the aforementioned information, as compensation for damages, unless a higher value can be demonstrated, in which case this will be applied the highest value.

§ 11 Notifications

- (1) The parties may designate a place of notification of the communications of which they wish to record. The place of notification may consist of an email address.
- (2) Failing this, the place of notification will be the registered office of the parties.

§ 12 Miscellaneous provisions: Place of performance, place of jurisdiction, applicable law, data processing, separability clause

- (1) These General Contracting Clauses are only applicable to entrepreneurs, merchants and producers. Any natural or legal person, whether private or public, who acts directly or through another person on their behalf or following their instructions, for a purpose related to their commercial, business, trade or profession, will be considered an entrepreneur, merchant or producer.
- (2) The legislation applicable to the contracting parties between GBIB and its customers with residence anywhere, is Spanish legislation, subsidiarily it will apply the rules contained in Regulation 593/2008, of June 17, 2008, and the Convention 80/934 EEC of June 19,

1980.

- (3) The applicable general jurisdiction will be that of the Kingdom of Spain both for the interpretation of the contract and for the exercise of rights and obligations between GBIB and its customers. Barcelona will be the place of performance of the contract and exclusive place of competent jurisdiction to resolve disputes between the parties arising from the contractual relationship.

The parties expressly and exceptionally agree that GBIB may file, at GBIB's choice, claims and demands for breach of contract or for claims of amounts due to GBIB, at the customer's address, or at a place where the customer has general jurisdiction.

B. Special Terms and Conditions in the supply of goods

§ 1 Scope of application

The following special conditions for the supply of goods apply in addition to the general conditions under Section A. for all contracts with the customer for the supply of goods.

§ 2 Scope of services

- (1) Transport insurance for goods to be shipped will only be taken out upon express request. The transport insurance is then taken out in the name and for the account of the customer.
- (2) Our obligations cover the transfer of ownership and surrender of the object of purchase. The assembly, installation or configuration of the object of purchase is not part of the obligation, unless this has been expressly agreed.

§ 3 Supplementary provisions for the supply of software

- (1) Delivery and Scope of supply

The software, including programmer corrections, is delivered in the form of an object code on a standard data carrier or online as a download from a website. The scope of delivery also includes application documentation. Unless otherwise agreed between the customer and us, the application documentation can be provided at our discretion either as an operating manual or on a data carrier. A transfer of the source code of the software is not part of the obligation

- (2) Rights of use to the software

1. The respective licensing conditions of the software apply to the granting of rights of use to the software.
2. Unless otherwise agreed between us and the customer, the customer will receive a simple right of use for the software supplied, unlimited in time. In the absence of other agreements, the right of use entitles the purchaser to use the software on a single PC (single user license) or to use the software on a machine or server, provided that it is ensured that the use of the software / access to the software per license is only permitted to one user or the agreed number of users at the same time.
3. No additional rights are granted, in particular for reproduction beyond the scope required for contractual use. With the exception of the right to correct errors, the customer has no right to make changes to the software. The customer's right to error

correction only applies if the error correction was previously rejected by us or has failed. The customer backs up the software as well as duplication within the scope of the usual data backup to ensure that the intended operation of the software is allowed. The decompilation of the software is allowed in accordance with the provisions of art. 100 of Law 2/2019, of March 1, of reform of RDL 1/1996 of April 12, and in what is not provided for by Directive (EU) 2019/790 of April 17, 2019 on copyright and related rights.

4. For any programme corrections provided the customer is granted the rights of use to which he is entitled for the original programme version.
5. Labelling of the software, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognizable. Ergänzende Regelungen zur Gewährleistung bei der Lieferung von Software.

§ 4 Supplementary warranty provisions for the supply of software

- (1) We will also meet our obligation to remedy defects by providing updates with an automatic installation routine for download and by offering the customer telephone support to solve any installation problems that may arise. We will also meet our obligation to remedy defects by providing updates with an automatic installation routine for download and by offering the customer telephone support to solve any installation problems that may arise.
- (2) If we are not in a position to remedy a defect or make a subsequent delivery free of defects, we will provide the customer with workarounds. Such workarounds will be considered as supplementary performance, provided that they do not lead to a significant impairment of the functionality or processes of the software. Workarounds are temporary solutions to an error or malfunction without interfering with the source code.
- (3) If necessary, in the event of reworking the user documentation will also be adapted.

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

§ 1 Scope of application

The following special terms and conditions for work services apply in addition to the general terms and conditions under Section A. for all contracts with the customer for the provision of work services, such as in particular the installation of goods and other items, the repair of goods and other items, and the development or customising (i.e. the adaptation of software to the customer's requirements) of software.

§ 2 Subject of the contract

The subject of the contract is the provision of the agreed work services.

§ 3 Appointment of project managers

- (1) Both we and the customer are obliged - in separately agreed cases - to appoint a project manager before the work begins. The

measures necessary for the implementation of the project will be agreed between the project managers. The responsibility for the implementation of the work lies with us. The respective project managers must be named in writing to the respective contractual partner within a reasonable period of time after conclusion of the contract.

- (2) The project managers will meet on a regular basis, in project-related agreed periods of time to prepare, make and record any necessary decisions.

§ 4 Changes during the execution of the work/ change request management

- (1) The project managers may agree on changes by mutual consent. The agreements are to be recorded and signed by both project managers. Insofar as no agreements have been made regarding remuneration or other contractual provisions, in particular schedules with regard to the agreed changes, the changes must be implemented within the framework of the contractual terms agreed up to that point.

- (2) If the parties fail to reach agreement on changes requested by either party, the following will apply:

Until acceptance the customer is entitled to request us to make changes. The change requests are to be made to us in text form. We will examine the change request. We will accept changes requested by the customer unless they are unreasonable for us within the scope of our operational efficiency. We will inform the customer in writing within 14 days of receipt of the change request whether:

- the change request is accepted and will be carried out under the previous provisions of the contract.
- the change request has an impact on contractual provisions, e.g. price, execution deadlines etc. in this case we will inform the customer of the conditions under which the change can be made. The change will only be implemented if the customer accepts the change on the conditions notified by us within 14 days after receipt of the notification.
- the examination of the change request for feasibility will involve extensive work: In this case we can make the examination of the change request dependent on the customer paying for the work involved. In such a case we will be obliged to inform the customer in writing of the time required and the costs for the examination. The order to carry out an examination will not be deemed to have been placed until the customer has commissioned us in writing to carry out the examination.
- the change request is rejected.

If we do not respond to the change request within 14 days of receipt, the change request will be considered rejected.

- (3) In performing the work we observe the generally recognised testing methods as well as the applicable legal regulations. If legal or other regulations change after conclusion of the contract, if new regulations are introduced or if new or changed requirements which affect the contractual performance arise for us, for example from subsequently submitted, amended or new manufacturer documentation, factory standards or risk assessments, and if the

customer has informed us of this in good time, we will take these requirements into account as far as possible. Remuneration agreed in service contracts or orders for services will be adjusted at our reasonable discretion. In particular, we will take into account the cost of changed requirements for testing, personnel and / or used or new tools.

§ 5 Acceptance

The work will be handed over after completion. If handover is excluded because of the nature of the work, notification of completion will be given. The work will be ready for acceptance after completion and handover or - if a handover is excluded because of the nature of the work - after notification of completion. The customer must accept the completed work within the agreed period, otherwise within a reasonable period, but at the latest within a period of two weeks after handover or - if handover is excluded according to the type of work - after completion. This period begins with the written notification from us to the customer that the work has been completed. The work will be deemed to have been accepted on expiry of the agreed period for acceptance if the customer neither declares acceptance in writing nor informs us in writing what defects are still to be remedied. We will inform the customer of this legal consequence when notifying the customer that the work has been completed or when handing over the work.

§ 6 Supplementary provisions concerning the development of software

- (1) Provision of the software

The software, including programme corrections, is provided in the form of object code on a standard data carrier or online as a download from a website. The scope of delivery also includes application documentation. Unless otherwise agreed between the customer and us, the application documentation can be provided at our discretion either as an operating manual or on a data carrier. A transfer of the source code of the software or a development documentation is not part of the obligation, unless otherwise agreed.

- (2) Rights of use to the software

1. Unless otherwise agreed between us and the customer, the customer will receive a simple right of use for the software supplied, unlimited in time. In the absence of other agreements, the right of use entitles the purchaser to use the software on a single PC (single user licence) or to use the software on a machine or server, provided that it is ensured that the use of the software / access to the software per licence is only permitted to one user or the agreed number of users at the same time.

2. Further rights, in particular for reproduction beyond the extent required for contractual use, are not granted. With the exception of the right to correct errors, the customer is not entitled to make changes to the software. The right to correction of errors by the customer only applies if the correction of errors was previously refused by us or has failed. The making of a backup copy of the software by the customer as well as the duplication within the scope of the usual data backup to ensure the intended operation of the software is permitted. The decompilation of the software according to the regulations of art. 100 of Law 2/2019, of March 1, of reform of RDL 1/1996 of April 12, and in what is not provided

for by Directive (EU) 2019/790 of April 17, 2019 on copyright and related rights.

3. For any programme corrections provided the customer is granted the rights of use to which he is entitled for the original programme version.

4. Labelling of the software, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognizable.

§ 7 Supplementary warranty provisions for the supply of software

- (1)** We will also meet our obligation to remedy defects by providing updates with an automatic installation routine for download and by offering the customer telephone support to solve any installation problems that may arise.
- (2)** If we are not in a position to remedy a defect or make a subsequent delivery free of defects, we will provide the customer with workarounds. Such workarounds will be considered as supplementary performance, provided that they do not lead to a significant impairment of the functionality or processes of the software. Workarounds are temporary solutions to an error or malfunction without interfering with the source code.
- (3)** If necessary, in the event of reworking the user documentation will also be adapted.

Status: June 2020