

1. General, scope of application, deviating terms and conditions, future transactions

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all offers and declarations of acceptance as well as payments of KNAPP Smart Solutions GmbH ("KNAPP"), to all deliveries and other services of KNAPP (including cost estimates, ancillary services, consultations and information) as well as to all contracts concluded by KNAPP as seller, supplier and/or contractor with the buyer or customer (hereinafter referred to as "CUSTOMER"). The GTC shall only apply to entrepreneurs (Sec. 14 German Civil Code – "BGB"), legal entities under public law and special funds under public law pursuant to Sec. 310 para. 1 sent. 1 BGB.
- 1.2 Deviating terms and conditions shall only apply if KNAPP expressly agrees to them in the individual case.
- 1.3 These GTC shall apply in their respective version to the entire business relationship, in particular to all future contracts, even if they are not expressly agreed again.

2. Offers

- 2.1 An offer made by KNAPP shall only be binding if it is designated as binding. It shall then be valid for the binding period specified therein. As long as an offer has not been accepted, offered prices may change, in particular due to exchange rate as well as raw material price fluctuations, such as on the oil and steel markets, as well as in case of technical adjustments, and may be adjusted by KNAPP accordingly.
- 2.2 The information contained, in particular, on the Internet, in catalogues, illustrations and price lists regarding weight, dimensions, price, performance, etc. shall not be binding unless expressly referred to in KNAPP's offer.

3. Conclusion of contract, written/text form

- 3.1 A contract shall only be concluded if the CUSTOMER accepts the offer of KNAPP with its order, at the latest by accepting the delivery item. Commitments and subsidiary agreements as well as supplements and amendments of any kind made prior to or upon conclusion of the contract shall only be valid if they are made in writing or in text form (letter, fax, e-mail; hereinafter collectively "in writing").
- 3.2 In case of contradictions, the offer of KNAPP including its attachments shall prevail, followed by the present GTC.

4. Plans and documents/services

- 4.1 Both parties may trust that the documents and information provided to them by the other party are correct and complete. The CUSTOMER shall provide KNAPP with all necessary information and data in full. CUSTOMER and KNAPP further agree that the CUSTOMER shall provide KNAPP with the applicable country-specific legal provisions as well as standards and execution guidelines as required and shall inform KNAPP of any changes thereto during the term of the contract.
- 4.2 If the CUSTOMER notifies KNAPP of any requests for corrections or changes after receipt of documents or in the course of the project realization, KNAPP will check these for technical, cost and schedule feasibility and if so, make an offer.
- 4.3 Execution documents must be approved by both parties in order to be valid.
- 4.4 The CUSTOMER shall obtain all necessary official permits in due time and at its own expense. KNAPP shall only obtain permits if this has been explicitly agreed in advance as an obligation of KNAPP. The contracting parties shall, if necessary, assist each other in this respect. The costs and the risk for obtaining such permits shall be in the sphere of the respective party responsible therefore.
- 4.5 KNAPP shall be entitled to have the contractual services partially performed by subcontractors commissioned by it.

5. Delivery or service deadlines/delays

- 5.1 Binding delivery and/or performance dates must be expressly agreed as such. Agreed dates shall only be valid if the execution documents are transmitted and released by both parties in due time. Delays in this respect shall be borne by the responsible party.
- 5.2 In the event of a delay, the parties shall immediately notify each other and in writing, stating the reasons for the delay. In such cases, the parties shall agree on a reasonable extension of the deadlines. If the CUSTOMER delays the

execution of the project, additional costs may incur which KNAPP will pass on in accordance with the statutory or contractual provisions. In particular, the CUSTOMER shall ensure that all measures necessary for the proper construction of the system according to this contract, in particular construction measures on the building in accordance with the technical offer, have been completed and that no work is carried out or conditions exist which could impede the performance of KNAPP.

- 5.3 In the case of delivery of goods, the following shall apply: If the CUSTOMER is in default of acceptance with regard to a delivery item, it shall nevertheless pay the part of the purchase price due as if delivery had taken place.
- 5.4 In the case of work performances, the following shall apply: If the execution of the work performances as well as the tests and the acceptance pursuant to sec. 9 is interrupted by a circumstance from the CUSTOMER's sphere of risk for a presumably longer period of time without the performance becoming permanently impossible, the performed services shall be invoiced according to the contract prices and, in addition, the costs of KNAPP shall be reimbursed which have already incurred and which are included in the contract prices of the non-performed part of the performance. A longer period shall be deemed to be a period of 10 working days. Further legal claims of KNAPP, in particular for reasonable compensation according to Sec. 642 BGB, shall remain unaffected.
- 5.5 In the event of delays in performance, KNAPP may, without prejudice to its other rights, arrange for the storage of the delivery item at the CUSTOMER's expense and risk, unless the CUSTOMER is not responsible for the delay in performance.

6. Price, terms of payment, default in payment, set-off/retention

- 6.1 Unless otherwise stated or agreed, payments shall be made in accordance with the offer within 30 days of invoicing and performance, without deductions. If relevant laws, regulations, guidelines or the usual official approval practice change after conclusion of the contract, KNAPP shall offer the CUSTOMER any necessary changes to the object of delivery and performance (e.g. for conversion work) against payment.
- 6.2 The CUSTOMER may only offset such claims that are undisputed and ready for final judgement or have been awarded by final judgement.
- 6.3 The customer is only authorized to exercise a right of retention if his counterclaim has been legally established, is ready for decision or is undisputed and is based on the same contractual relationship.
- 6.4 If the CUSTOMER is in default with an agreed payment, KNAPP may claim default interest. The statutory interest rate shall be deemed agreed. KNAPP reserves the right to assert further claims. Furthermore, in case of payment arrears, KNAPP may withhold performance of its own obligations until receipt of the outstanding payments.

7. Ownership/transfer of risk

- 7.1 The risk is transferred to the CUSTOMER:
 - a) for the delivery of goods, as soon as KNAPP has made the goods available to the Purchaser at the place of delivery in accordance with the following provisions
 - b) in the case of the provision of work services, upon their Takeover.
- 7.2 All deliveries shall remain the property of KNAPP until the CUSTOMER has paid for the system in full.
- 7.3 The delivery of the system components shall be made in accordance with the INCOTERMS defined in the offer in the latest valid version, or in the absence of any other agreement, *DDP (place of delivery) unloaded*. If the CUSTOMER is in default of acceptance, the risk shall pass to the CUSTOMER and the CUSTOMER shall bear all associated additional costs.

8. Rights of use

- 8.1 Upon acceptance and subject to full payment of the contract price, KNAPP grants the CUSTOMER the non-exclusive, non-transferable, but temporally unrestricted right to use the software (including programmable logic controllers (PLCs) and documents - collectively referred to as the "Software") contained in the agreed scope of delivery and

- services - related to the system and only in connection with it - exclusively in the object code at the location of the system in accordance with the agreed metrics (number of users or data points).
- 8.2 The CUSTOMER is not granted any rights other than those under **Sec. 8.1** (Rights of Use). The CUSTOMER is therefore prohibited from using the software supplied under this contract for purposes other than use in connection with the system. The CUSTOMER is further prohibited from reproducing, distributing, editing, modifying, creating derivative works from, decompiling (contrary to the statutory provisions), renting, leasing, selling, publishing or otherwise making the software available for use by third parties, whether for a fee or free of charge. Should the CUSTOMER sell the system on which the software is installed, the CUSTOMER shall be entitled to transfer the rights of use granted to it on the basis of this provision to the future operator. This, however, only if CUSTOMER ensures that the future operator of the system undertakes in writing to KNAPP to comply with all terms and conditions of this agreement. If CUSTOMER ceases to use the Software, CUSTOMER shall destroy the copies of the Software on its premises and delete the Software from its systems completely and irretrievably.
- 8.3 CUSTOMER is explicitly prohibited from combining or adapting any part or version of the Software delivered by KNAPP with any other software or copyrighted work in such a way that any part or all of the Software delivered by KNAPP would, under the applicable terms of use of Third Party Software, obligate KNAPP to (a) make such part or version of the Software available in source code form, (b) make such portion or version of the Software available without or with minimal compensation, (c) generate a license for the creation of derivative works, or (d) grant any third party any rights of use or protection in any portion or version of the Software from KNAPP or its licensors. Parts of the delivered Software may be licensed under a different license, which shall be governed solely by the applicable license terms and not by the terms set forth in this Sec. 8 license terms of KNAPP mentioned under this Sec. 8. Information about used license terms can be found in the delivered software of KNAPP; prerequisite for the use of such software is the express consent of the CUSTOMER to such license terms.
- 8.4 The software delivered under this contract is protected by copyright. KNAPP and/or its licensors shall be entitled to all copyrights and property rights therein. The CUSTOMER shall protect the software against misuse.
- 8.5 KNAPP warrants that at the time of signing this Agreement KNAPP neither knows nor should have known of any infringement of third party property rights (in particular intellectual property rights) by the Software delivered under this Agreement. KNAPP shall indemnify CUSTOMER against claims asserted by third parties for infringement of such patent rights, copyrights or other intellectual property rights. CUSTOMER shall promptly notify KNAPP in writing should any claims be made against it and shall turn over the defense of such claims to KNAPP in KNAPP's sole discretion and shall provide KNAPP with authority, information and assistance in the defense of such claims to the extent necessary.
- 8.6 If the use of the system or parts thereof (including software) is (no longer) possible for the CUSTOMER due to a claim, a lawsuit or an other order due to the proven or alleged infringement of property rights of a third party, KNAPP shall take all reasonable measures at its own expense to enable the CUSTOMER to use the system or parts thereof. If KNAPP is unable to do so within a reasonable period of time, KNAPP shall, at its own option and expense, either (i) modify the System or parts thereof in such a way that an infringement of Intellectual Property Rights no longer exists; or (ii) replace the System or parts thereof by another System or parts which do not infringe Intellectual Property Rights of third parties; always provided that such modification or replacement does not have material adverse consequences for the functionality of the System.
- 8.7 Sec. 8.6 (Rights of Use) shall not apply with respect to claims, actions or other injunctions based on an infringement of third party intellectual property rights (i) relating to a specific process or product recommended or specified by CUSTOMER; or (ii) arising from a modification of the system or software or parts thereof not performed by KNAPP. To the extent that any claims, actions or other dispositions by third parties are based on the foregoing, CUSTOMER shall indemnify and hold KNAPP harmless.
- 8.8 The CUSTOMER itself shall be responsible for securing its IT systems and the software against data loss and protecting them against unauthorized access in accordance with the state of the art. KNAPP therefore assumes no liability for loss of data.
- 8.9 The CUSTOMER is prohibited from making any changes to trademarks, corporate identifiers, names, serial numbers, logos and other features used to identify the Software. Furthermore, the title, copyright notices and other identifying marks on the Software may not be changed. The use of trademarks of KNAPP requires the written consent of KNAPP.
- ## 9. Tests and acceptance
- 9.1 In the case of work performances, the following shall apply: Acceptance of the system by the CUSTOMER shall take place in stages by providing evidence of the contractually agreed characteristics. The parties shall draw up and sign acceptance reports for all stages of acceptance. The tests to prove the contractually agreed features shall take place within the period agreed between the parties and, unless otherwise agreed, shall begin with the handover of the system for testing to the CUSTOMER ("**Handover**") and end with the takeover of the system by the CUSTOMER ("**Takeover**"). The formal acceptance ("**Acceptance**") of the system by the CUSTOMER shall take place at the time defined in the offer, but at the earliest when the system is taken over and at the latest within one (1) month after the system is taken over.
- 9.2 Minor defects do not prevent the CUSTOMER from taking over and accepting the system. These deficiencies will be recorded in writing, their elimination will be scheduled jointly and KNAPP will work through them accordingly.
- 9.3 The CUSTOMER shall perform the tests on its own responsibility, but with the cooperation of KNAPP, and shall do the preparation and post-processing for the tests, as well as provide all necessary operating system and media and trained personnel free of charge in sufficient quantity and quality.
- 9.4 The performance shall be deemed to have been accepted if the CUSTOMER, after appropriate notification and setting of a reasonable time limit by KNAPP, has not refused it within the time limit, stating at least one defect.
- ## 10. Warranty/ Defects in performance
- 10.1 KNAPP warrants that the delivery item or service complies with the contractually agreed specifications and is free of defects.
- 10.2 KNAPP shall not be liable for defects caused by the CUSTOMER using or modifying the system contrary to the contractual specifications or failing to monitor, clean and maintain the system with due care. The warranty obligation shall not extend to defects, damage or faults which are due to normal wear and tear, incorrect or improper handling, excessive use, the use of unsuitable operating materials or in any other way not intended at the instigation of the CUSTOMER or third parties assigned to him.
- 10.3 With the exception of claims for damages due to defects, all warranty claims of the CUSTOMER shall become time-barred within twelve (12) months. The limitation period shall commence upon delivery or, if acceptance has been agreed, upon acceptance in the case of work performances, but no later than 1 month after acceptance. of the system by the CUSTOMER (date of acceptance protocol). If the CUSTOMER puts the system into operation after Takeover beyond mere testing without notifying a defect, the limitation period shall begin with the initial operation.
- 10.4 The following shall apply to the delivery of goods: The CUSTOMER shall inspect the goods immediately after delivery. KNAPP shall be notified in writing of obvious defects without delay, but no later than one (1) week after delivery. Hidden defects shall also be reported to KNAPP in writing without delay, but no later than one (1) week after discovery

of the defect. If this notification is omitted, the delivery shall be deemed to be faultless and approved.

KNAPP shall be entitled as a condition for the supplementary performance owed that the CUSTOMER pays the purchase price due.

If the CUSTOMER notifies a defect in due time, he shall be entitled, at KNAPP's option, to have the defect remedied free of charge or to have a defect-free item delivered (subsequent performance).

- 10.5 The following shall apply to work performances: The CUSTOMER shall be obligated to notify a defect in writing or in text form without undue delay, but at the latest within one (1) week after recognizability, and to describe the defect in as detailed and comprehensive a manner as possible, otherwise the warranty for this defect shall be excluded.
- 10.6 Insofar as a warranty obligation of KNAPP exists, the defect shall, at the option of KNAPP, either be remedied (e.g. by means of repair, replacement of the defective part or improvement of the part returned to KNAPP by the CUSTOMER) or the good shall be newly manufactured. KNAPP shall remedy any defects occurring within a reasonable period of time by replacement or repair, at KNAPP's option. If the CUSTOMER is trained in the removal of the defective part and/or in the installation of the remedied part or if this does not require any special knowledge, the CUSTOMER shall remove the defective part and/or install the remedied defect free part itself and send the defective part to KNAPP. Parts returned by CUSTOMER to KNAPP shall be improved at KNAPP itself and KNAPP's obligation with respect to the defect shall end upon delivery of the properly repaired or replaced part to CUSTOMER. KNAPP shall correct defects in the Software either by modifying the Software or temporarily by communicating to CUSTOMER possible procedures to work around a defect ("**Work-around**"), to the extent that the Work-around does not materially affect the use of the Software. If the first Work-around fails, KNAPP shall be granted a reasonable grace period.
- 10.7 If it turns out that the defect is not one for which KNAPP is liable under its warranty obligation, CUSTOMER shall reimburse KNAPP for the costs incurred by KNAPP in the search for and/or remedy of the defect.
- 10.8 The CUSTOMER shall only be entitled to claims for damages due to defects insofar as KNAPP's liability is not excluded or limited in accordance with Sec. 11 of these GTC.

11. Liability

- 11.1 KNAPP shall be liable for damages without limitation in case of intent and gross negligence. In the event of a slightly negligent breach of a primary obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the CUSTOMER could rely (hereinafter collectively referred to as "**cardinal obligations**"), KNAPP's liability shall be limited to damages foreseeable at the time of the conclusion of the contract and typical for the contract.
- 11.2 KNAPP shall not be liable in the event of a slightly negligent breach of ancillary contractual obligations which are not cardinal obligations.
- 11.3 The above exclusions and limitations of liability shall not apply in the event of fraudulent concealment of defects or in the event of the assumption of a guarantee of quality or durability, for liability for claims of the CUSTOMER based on the Product Liability Act as well as for bodily injury and damage to health or loss of life of the CUSTOMER. A change of the burden of proof to the disadvantage of the CUSTOMER is not connected with this.
- 11.4 To the extent that KNAPP's liability is excluded or limited, this shall also apply to the personal liability of KNAPP's legal representatives, employees, workers and vicarious agents.
- 11.5 Claims for damages of the CUSTOMER for which KNAPP's liability is limited according to this Sec. 11 shall become time-barred within twelve (12) months calculated from the statutory commencement of the limitation period.
- 11.6 When using the KNAPP supply and services, the CUSTOMER shall comply with all relevant regulations,

technical provisions as well as operating and usage instructions and shall only use authorized, appropriately trained personnel.

- 11.7 The CUSTOMER is aware that KNAPP's systems may only be operated and maintained by appropriately trained personnel. The introductory training shall be carried out by KNAPP and its scope shall be defined by KNAPP. The CUSTOMER is responsible for the training of further employees and for the maintenance of the trained standards.
- 11.8 In case of commercial use of the system by the CUSTOMER before over the Takeover of the the system and/or without KNAPP's consent, KNAPP shall not be liable for the functioning of the system or any other consequences.

12. Dissolution clause

- 12.1 In the event that one of the contracting parties commits a serious breach of material contractual obligations and, despite written and specific notice of default, including the setting of a reasonable deadline, fails to comply with this deadline, the other party may either continue to demand performance and withhold its own performance during this period or, after setting a further deadline under threat of withdrawal, withdraw from the contract. Furthermore, either party may terminate the contractual relationship if insolvency proceedings are instituted against the assets of the other party or if an application for the institution of such proceedings is rejected for lack of assets to cover costs.

13. Force majeure

- 13.1 In the event of force majeure or other unforeseen events occurring at KNAPP or KNAPP's suppliers, e.g. operational disruptions, official measures, lawful strikes, official orders, such as a declared state of emergency, travel warnings or imposed curfews on the part of the authorities, which temporarily prevent KNAPP, through no fault of its own or attributable to KNAPP, from performing the services on the agreed date or within the agreed period ("**Force Majeure**"), the performance dates and performance periods shall be extended by the period of the disruption of performance caused by such circumstances plus a reasonable restart period. After termination of the impediment, the contracting parties shall agree on new dates.
- 13.2 The affected party shall immediately submit a statement on the beginning and cause and, as far as possible, on the expected effects and probable duration of the delay.
- 13.3 If the interruption lasts for a period of more than six months in total, either party to the contract, the CUSTOMER, however, may only declare withdrawal from the contract or, in the case of services, termination of the contract after setting a reasonable deadline for performance. In the event of termination, the services rendered by KNAPP up to that point shall be invoiced in accordance with the expenses already incurred. Furthermore, neither of the contracting parties shall be liable towards the other party for the consequences of impairments of the performance of the contract caused by force majeure. Legal rights of termination and rescission shall remain unaffected.

14. Secrecy/data protection

- 14.1 For the purposes of these GTC, the term "**Confidential Information**" shall mean information relating to the business of KNAPP or its Affiliates, including but not limited to drawings, sketches, product designs, product plans, software and technologies, financial information, marketing plans, business opportunities, pricing information, pricing discounts, inventions and know-how, to the extent that it has been or will be disclosed to CUSTOMER in the course of the collaboration or contemplated collaboration based on the GTC, and any other information that CUSTOMER knew or reasonably should have known was KNAPP's Confidential Information. Confidential Information shall further include the terms the Collaboration itself and the existence of the discussions between the Parties. For the purposes of this Agreement, the term confidential information shall include trade secrets within the meaning of the German Act on the Protection of Trade Secrets (GeschGehG).
- 14.2 CUSTOMER agrees (i) to hold Confidential Information in strict confidence and to take reasonable security precautions to protect the respective Confidential Information (including, without limitation, any precautions it takes with

respect to its own Confidential Materials), (ii) not to disclose any Confidential Information to any third party (other than employees, directors, officers, consultants or other contractors, as discussed below), and (iii) not copy or reverse engineer any disclosed materials unless Supplier is entitled to do so under mandatory provisions of applicable law, and not remove any proprietary notices or other markings regarding the confidentiality or ownership of Confidential Information. Any employee, director, officer, consultant or other contractor of CUSTOMER or its Affiliates who is granted access to Confidential Information ("**Representative**") shall be required to know it ("**need-to-know principle**"), and CUSTOMER shall remain responsible for each Representative's compliance with the terms of this Agreement.

- 14.3 This Confidentiality Agreement does not create any obligations with respect to information that (i) was in CUSTOMER's possession prior to receiving it from KNAPP, (ii) has become or will become known to the general public through no fault of CUSTOMER, (iii) has been disclosed to CUSTOMER in a lawful manner by a third party not subject to restrictions on disclosure, or (iv) has been developed by CUSTOMER without use of the Confidential Information, such independent development being evidenced by documentation. CUSTOMER may disclose information to the extent required by law, regulation or court order, provided that CUSTOMER has made diligent efforts to limit disclosure and obtain confidential treatment or a protective order and has allowed KNAPP to participate in the process.
- 14.4 The foregoing confidentiality agreement and the obligations relating to the handling of confidential information shall terminate after a period of five (5) years following the end of the cooperation between the parties. This shall not apply to Confidential Information that constitutes a trade secret under applicable law, in which case the obligations shall remain effective until such time as the Confidential Information in question loses its protection as a trade secret, without this being attributable to any action or omission on the part of the CUSTOMER or its representatives.
- 14.5 To the extent legally permissible, the contracting parties shall also impose this obligation on their employees and other third parties engaged by them in connection with this contract.
- 14.6 In the event of culpable violations by the CUSTOMER, it is expressly agreed that the CUSTOMER shall compensate KNAPP for all damages actually incurred. The right to claim further damages from KNAPP as well as any legal remedies, e.g. measures of interim legal protection, shall remain unaffected. The parties agree that KNAPP, for itself as well as for and in the interest of its affiliated companies, shall furthermore be entitled to all other rights available under applicable law in the event of a breach of confidentiality obligations, including the rights under Sec. 2 of the German Business Secrets Protection Act and in particular the rights under Sections 10 to 13 GeschGehG.
- 14.7 Both parties shall use personal data made available to them within the scope of this contractual relationship solely for the purpose of fulfilling their respective contractual obligations and shall protect such data against access and disclosure by third parties through the use of appropriate and sufficient data security measures and the implementation of corresponding internal processes. Both contracting parties undertake to comply with all relevant data protection regulations, in particular with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), and shall also impose this obligation on their business partners, where applicable.
- 14.8 CUSTOMER agrees that KNAPP may collect and store technical and logistical data of the system and use such data, configurations and metrics exclusively for internal purposes, such as improved diagnostics and support.

15. Applicable law/jurisdiction

- 15.1 This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws rules of the Private International Law and the UN

Convention on Contracts for the International Sale of Goods (CISG).

- 15.2 If any dispute arises in connection with or as a result of this Agreement, the Parties shall endeavor to reach an amicable settlement within 30 days of the commencement of informal negotiations.

- 15.3 The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of KNAPP, provided that the CUSTOMER is a merchant, a legal entity under public law or a special fund under public law or provided that he has no general place of jurisdiction in Germany. KNAPP shall be entitled to sue the CUSTOMER at any other legal place of jurisdiction. Statutory regulations on exclusive jurisdiction shall remain unaffected.

16. Severability Clause/General Provisions

- 16.1 Should individual provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions or the contract as a whole.
- 16.2 The rights and obligations set forth in this Agreement shall pass to all legal successors of the Parties. The parties shall inform each other in due time of any legal succession. The CUSTOMER shall not be entitled to assign individual claims under this contract to third parties without KNAPP's prior written consent.