

General delivery and service conditions for commercial customers abroad

A. Scope of validity

For all deliveries and services, which Windmüller & Hölscher (hereinafter referred to as W&H) provides for companies not resident in Germany (hereinafter referred to as the "Customer" or "Customers"), the following General Delivery and Service Conditions and the Appendix sheet (version February 1, 2020) to these conditions shall apply exclusively. Deviating terms and conditions of the Customer shall not apply even if W&H does not explicitly object to them or provides the unconditional delivery or services to the Customer in the knowledge of these conditions. In addition, the mutual written declarations of both Parties shall apply.

B. General part, which applies for all customer contracts

1 Offer, conclusion of contract, written form, scope

1.1 The offers of W&H are non-binding and without engagement; details in brochures or other public product descriptions, catalogs, advertisements (e.g. websites/online shop), documents, illustrations, drawings, etc., are only approximate and do not determine the quality of the deliveries and services.

1.2 Insofar as no other agreements have been made, customer contracts for movable goods (machines, assemblies, individual/spare parts, systems, materials, hardware and software) and services are only concluded through the written confirmation of the order by W&H. The written form shall also be satisfied by e-mail, text or fax.

1.3 W&H shall reserve the ownership, copyright, other industrial property rights to cost estimates, drawings, technical documents, computer programs, databases, data, and similar information of physical and non-physical nature - also in electronic form, as well as business and trade secrets; the information must be kept confidential and may only be disclosed to third parties with the consent of W&H. Otherwise Section 2.2 shall apply.

1.4 Only the written acknowledgment of the order by W&H shall be definitive regarding the scope, content and quality of the deliveries and services - insofar as no other agreements have been made. Information regarding the quality of the deliveries and services shall not represent guarantees or guaranteed characteristics. Ancillary agreements and amendments shall require written confirmation by W&H. W&H shall reserve the right to invoice the work for cost estimates if the deliveries and services are not ordered by the Customer.

2 Data protection, confidentiality

2.1 All Customer data required for processing as part of a business relationship (for example for goods and payment transactions, credit checks, insurance) may be recorded, stored and processed by W&H and, if necessary, transmitted to a third party. W&H shall only process and use the Customer data provided to the extent permitted by law. For further information, please consult the W&H Privacy Statement, which is available at <https://www.wuh-group.com>.

2.2 The Parties shall treat as confidential business or operational information of the Parties which are marked as

confidential in connection with the implementation of the Customer Contract or where a recognizable interest in confidentiality exists. This does not apply to information which was known to the receiving party or public knowledge at the time of transmission or became public knowledge at a later point in time without a confidentiality breach by the receiving party. Employees, consultants or other service providers shall also be committed to maintaining confidentiality..

3 Price, terms of payment, retention of title

3.1 Unless otherwise agreed, the prices for the supply of goods shall be FCA (Incoterms 2020) from the W&H warehouse or W&H plant including loading but excluding freight costs, insurance costs, return costs for packaging as well as assembly costs.

Services shall be charged by time and expense, unless otherwise agreed, on the basis of the W&H billing rates for the W&H service personnel applicable at the time the work is carried out as well as the working times verified by the Customer. If the time records are not approved by the Customer or not in a timely manner, invoicing shall be based on the specified W&H activity records. Partial invoices are permitted.

When billing, maintenance, installation and repairs, the prices for parts, materials and special services used as well as the prices for labor and travel and incidental travel costs shall be shown separately in each case.

Unless otherwise agreed, the prices shall be as above in EUROS; billing shall be carried out either as a lump sum or according to the time and effort.

Prices shall be subject to value added tax at the applicable rate.

Fees, direct/indirect taxes, customs duties, costs or other official/state fees arising or charged in the country of the Customer for all agreed deliveries or services by W&H shall be borne and paid by the Customer. This shall include, in particular, withholding taxes, import duties, sales taxes, stamp duties, registration taxes, etc.

3.2 Unless otherwise agreed, invoices shall be due immediately and without deduction of discount, taxes, customs duties, fees or other charges or expenses. The place of performance for all payments is Lengerich.

3.3 Bills of exchange and checks shall only be accepted on account of performance and regarded as payment after their redemption. Costs and discount charges shall be borne by the Customer.

3.4 If the Customer fails to comply with the agreed terms of payment, W&H shall be entitled to suspend and withhold performance of its deliveries and services. The same shall also apply if circumstances become known after the conclusion of the contract which endanger the credit worthiness and performance of the Customer. In such cases, deliveries and services from W&H shall only be made against advance payment or provision of adequate payment securities.

3.5 The Customer may only offset counterclaims or hold back payments if such counter-claims are undisputed or legally established.

3.6 W&H reserves the title to the delivered goods until receipt of all payments - also for any eventual additional services (e.g. assembly services) - from the Customer Contract.

If the retention of title must be entered into a registry or, in general, result from a document with "secure date" in order to assert claims towards third parties, then the Customer shall be obligated to cooperate in the case of appropriate measures. The same shall also apply if the applicable law of the country in which the goods shall be delivered does not permit retention of title but allows other security rights (e.g. a registered lien).

Until full payment of the goods, the Customer must adequately insure these at its own cost against all risks and damages. The Customer may not sell the goods or pledge or transfer ownership by way of security. In the case of garnishments, seizures or other dispositions by Third Parties, the Customer must inform W&H thereof without delay.

If the Customer should default with respect to the performance of its contractual obligations toward W&H, W&H shall be entitled to withdraw from the contract and demand return of the reserved goods from the Customer.

4 Deadlines, force majeure

4.1 Dates and deadlines for deliveries or services to be provided by W&H must be agreed in writing between the parties. The delivery time for goods shall begin with the conclusion of the Customer Contract or the date of the W&H order confirmation and the payment of an agreed initial deposit. The compliance with delivery dates/delivery deadlines requires the resolution of all technical and commercial issues as well as the timely fulfillment of the obligations to which the Customer is subject in accordance with the Appendix sheet (version February 1, 2020), in particular, the completion of the W&H questionnaire and the approval of plans/drawings as well as the payment of any advance payments. This shall not apply in so far as W&H is responsible for the delay. The delivery deadline has been met if the goods leave the W&H plant or warehouse or W&H has provided a notification of the time of readiness for shipment.

4.2 In the event of force majeure, the Parties shall be released from the fulfillment of their contractual obligations to the extent that and as long as they are prevented from fulfilling these obligations due to unforeseeable events beyond the will of the Parties. Such events are, in particular, natural disasters, fire, war or war-like conditions, revolutions, political unrest, terrorism, embargo, seizure, strikes, lockouts, official directives or recommendations (e.g. travel warnings), traffic accidents, breakdowns, piracy, delivery delays of subcontractors/suppliers, cyber attacks, shortage of energy and raw materials. In such cases, the Parties shall promptly inform each other and determine further proceedings. Notwithstanding, following the expiration of a period of six (6) months, each party shall be entitled to withdraw from the Customer Contract with immediate effect if the impediment to fulfillment lasts for more than six (6) months.

5 Assumption of risk, partial delivery, storage, acceptance

5.1 Unless otherwise agreed between the parties, the risk shall be transferred to the customer no later than the dispatch of the goods to the customer FCA Lengerich (Incoterms 2020) and even if partial deliveries are made or W&H shall provide other services, e.g. the shipment costs or transportation and set-up.

Partial deliveries are permitted - as far as reasonable.

5.2 If the delivery is delayed due to circumstances for which W&H is not responsible, the risk shall pass to the Customer on the day of the readiness for dispatch and the Customer must, insofar as the Customer is responsible for the delay in delivery, pay the purchase price upon delivery. The limitation period for claims arising from defects begins on the day of the readiness for dispatch notification and storage. In such a case, W&H shall be entitled to charge the Customer the costs incurred through storage. Unless otherwise agreed, at least half a percentage point per month of the value of the part of the complete delivery which is stored by W&H as of the notification of readiness for shipment as a lump sum. The proof of higher or lower costs by the Parties remains unaffected.

W&H reserves the right to withdraw from the Contract and to demand compensation for damages if the goods are not accepted by the Customer after the expiry of a reasonable period of time determined by W&H.

5.3 If the Parties have agreed on approval for a new machine at the Customer's plant, the following shall apply:

- The Customer has provided all of its services and fulfilled its obligations as defined in the Appendix sheet (version February 1, 2020) in good time.
- The commissioning shall be carried out immediately after the assembly/installation of the machine.
- The customer must accept the machine if, in the Scope of the commissioning and acceptance testing, no or only minor defects are found which do not significantly impair the function of the machine.
- The customer shall not be entitled to use the machine prior to acceptance. The machine shall also be regarded as having been accepted if the customer unduly refuses acceptance or utilizes the machine under production conditions.
- In case of defects or non-compliance with the agreed acceptance conditions, W&H shall have the opportunity to rectify the defects within reasonable period of time.
- If the rectification of defects fails even after repeated attempts, the customer shall be entitled to a reduction of the price.
- If the irreparable defects or deviations are so serious that acceptance by the customer is commercially unreasonable, the customer may withdraw from the contract. In the event of withdrawal from the contract, W&H shall successively pay back the purchase price to the customer against return of the machine.
- W&H shall be liable for damages which did not occur to the delivered goods themselves in accordance with section 7.

6 Defects, limitation period

6.1 The deliveries and services of W&H correspond to the recognized as well as the tried and tested state of technology. The customer must immediately inspect the goods and work performed by W&H. W&H must be notified of any defects at the latest within eight (8) days after their discovery in writing and these defects must be described in detail. The goods delivered and the work carried out shall be considered as having been approved if a complaint/notification is not submitted in due time. The Customer shall grant W&H a reasonable deadline for the rectification of defects. The manner of the rectification of defects (subsequent improvement or replacement of defective parts) shall be determined by W&H. The supply of parts which must be replaced shall be subject to DAP installation location (Incoterms 2020). Any replaced parts shall become the property of W&H.

The customer can reduce the agreed remuneration if, despite multiple attempts to rectify the defects, a minor

defect remains. The Customer may withdraw from the contract if a remaining defect is so significant that holding to the contract is economically unfeasible for the Customer. Further claims are excluded. Otherwise Section 7 shall apply.

6.2 The Customer's right to assert claims arising from defects shall become statute-barred for new machines, new goods and the installation of new machines twelve (12) months from the date of delivery or commissioning or acceptance.

6.3 Unless otherwise agreed, W&H shall be liable for claims which are proven to be the result of defective other deliveries, incorrect installation, repairs, maintenance, retrofits, training, remote and tele-services as well as other services for a period of six (6) months from the date of performance of the services or acceptance of the services. If, during the warranty period, parts of a machine shall be replaced or services provided free of charge, a limitation period of six (6) months shall also apply.

6.4 Claims due to defects shall not apply (i) for assembly, commissioning, modifications, repairs, maintenance and inspections, which are carried out incorrectly or improperly by the Customer or Third Parties, (ii) for the non-compliance with the W&H operating instructions and documentation, natural wear and tear, use of unsuitable operating and production resources, (iii) for the non-use of original spare parts, (iv) for provision of parts and materials by the customer as well as designs and work carried out contrary to W&H instruction at the express request of the customer, (v) for software changes carried out by the customer or software additions, (vi) in case of delayed notification of defects in accordance with section 6.1.

Unless otherwise agreed, any defect claims for used machines or used parts are also excluded.

6.5 The goods delivered by W&H are free of industrial property rights of Third Parties at the contractually agreed installation location. Should a third party assert a justified claim toward the Customer due to the infringement of industrial property rights or copyrights claims, W&H shall, at its discretion and at its own expense, obtain a right of use or modify or replace its deliveries and services in such a way that the violation of industrial property rights does not exist. If this is not possible with reasonable effort, the Parties shall be entitled to withdraw from the Contract.

6.6 Section 6.5 shall only apply under the following conditions: The Customer must notify W&H immediately in writing of any claims by a Third Party. The Customer must not acknowledge the violation and must authorize W&H undertake a judicial or extra-judicial dispute with the Third Party alone. The claims of the Third Party must not be based on the fact that the Customer has changed the machines/goods or utilized these under other conditions or with parts not supplied by W&H.

6.7 Furthermore, W&H shall not accept any liability for the fact that the products manufactured with the W&H machines are free of proprietary rights of third parties. Otherwise Section 7 shall apply.

7 Liability

7.1 Damages, compensation for expenses and other cost claims of the Customer, irrespective of which legal reasons shall be excluded. In particular, liability for damages such as loss of profits, loss of production, loss of customer/orders, damage to data, capital and financing costs, goodwill as well as other direct/indirect damages is excluded.

The exclusion of liability shall not apply in the event of malice or gross negligence or where liability is legally mandated in accordance with the Product Liability Act or due to injury of life, limb or health.

7.2 To the extent that the Customer is entitled to claims in accordance with this Section 7, these claims shall lapse with the expiration of the limitation period applicable to claims for defects as per Sections 6.2 and 6.3. The legal deadlines shall apply for intentional malicious behavior as well as claims in keeping with the Product Liability Act or due to culpable injury of life, limb or health.

8 Severability clause, applicable law, court of arbitration

8.1 Should one of the provisions of these General Terms and Conditions be or become partially or completely invalid or ineffective, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision which most closely reflects the commercial purpose intended by the Parties.

8.2 All disputes arising out of or in connection with these General Terms and Conditions and the legal relationships of the Parties shall be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

These General Terms and Conditions and the Customer Contracts are exclusively governed and construed by the substantive laws of Switzerland. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply. The place of arbitration is Zurich. The language of the arbitration between the parties is the language chosen for the respective Customer Contract negotiation and contract.

C. Special part, which applies for individual modules of a customer contract

9 New machines, commissioning, training, installation, repairs

9.1 Unless otherwise agreed, the safety-related equipment on new machines corresponds to the regulations applicable at the headquarters of W&H in Germany.

9.2 Unless otherwise agreed, the commissioning of a new machine shall be carried out by W&H; the Customer must provide the necessary and technically qualified personnel for the installation and commissioning of a machine. W&H will provide a brief introduction to the safety aspects and the operation of the machine(s) for the Customer's personnel. Advanced training and instruction are carried out by W&H only if this is expressly contractually agreed between W&H and the Customer. Production support is not included in the scope of advanced training and instruction. For training which is not provided within the scope of machine business, the terms and conditions stipulated in the respective Customer Contract (e.g. life cycle contract) or the seminar and participation conditions for the W&H Academy shall apply.

W&H shall not be liable for damages caused by subcontractors commissioned by the Customer or personnel provided by the Customer. This shall not apply to the extent that such damages are verifiably the result of a breach of the duty of supervision or incorrect instructions on the part of W&H.

9.3 If there is a delay in the completion of the assembly or repair work due to circumstances for which W&H is not responsible, a reasonable extension of the performance

deadlines shall be granted. The Customer shall bear the costs incurred by the delay. This shall also apply in the event of interruption of the work which requires the withdrawal of the deployed W&H personnel. All costs incurred in this context, such as waiting times, travel expenses and incidental travel costs shall be borne by the Customer. The W&H billing rates for the service personnel shall apply.

The Customer shall inform W&H about existing industrial property rights or property rights if parts must be assembled, repaired or modified and which are not produced or supplied by W&H (third-party parts). The customer shall indemnify W&H from claims by third parties due to industrial property rights or property rights breaches in this context.

The Customer shall be obligated to accept the installation, repair or other services as soon as they have been notified of their completion and any contractually agreed acceptance has taken place successfully. The Customer may not refuse acceptance if there are no significant defects. Otherwise Section 5.3 shall apply. With the acceptance, the liability for recognizable defects is excluded, insofar as the Customer has not reserved the right to assert claims for a specific defect.

The W&H service employees are not committed to issue legally binding statements on behalf of W&H or provide additional services beyond the scope agreed with the Customer.

9.4 Otherwise, the appendix sheet (version February 1, 2020) to the general delivery and service conditions shall apply. The Customer must carry out and comply with all of the services and obligations listed in the appendix sheet on time.

10 Telephone hotline, remote service, visual assistance

10.1 The 24-hour hotline service provided by the Information and Diagnostic Center (IDZ) at W&H is available 365 days per year and 24 hours per day to receive messages and can be reached worldwide via the service number +49 5481 14 3333. The contact languages are German and English. W&H supports Customers via phone in the event of faults, requests regarding repairs, maintenance and process engineering.

10.2 Remote Services are carried out via online remote access using a secure Internet connection.

Visual assistance services are carried out by transmitting sounds, images, videos and documents via data glasses, smartphones or other mobile devices using a secure Internet connection. W&H may utilize video recordings which exclusively concern the production processes within a machine for training purposes. Otherwise Section 12.1 shall apply. Remote service and visual assistance are hereinafter also referred to as remote diagnostics.

Before remote diagnostics is carried out, the Customer must back up the necessary data; if the machine is restored to its previous state using a data backup, the customer must ensure that all relevant functions on the machine are checked again.

10.3 The Customer contacts W&H via telephone or e-mail with an exact description of the fault or the technical problem on one of the machines supplied by W&H. When necessary, the Customer activates the function to enable remote service access to the machine. Data glasses or mobile devices access the system via WLAN (Wireless Local Area Network) or mobile network. After the access has been approved, a W&H service employee accesses the machine automation in order to view

the operation, parameters, service and alarm pages of the machine. The Customer shall ensure that the machine is connected with the communication medium in accordance with the agreed means of data transmission.

The W&H service employee shall analyze the accessible information and searches for anomalies and deviations of the actual state from the target state.

When determining, locating, reporting and describing faults or problems, the Customer must follow the instructions given by W&H.

The verbal and the written exchange of information between the W&H specialist and the Customer takes place in German or English.

10.4 The Customer shall ensure the operational and commercial safety of its machine(s) as well as its IT infrastructure. The person authorized by the Customer may only approve the remote diagnosis when all safety devices are in place and functional, the safe state of the machine is guaranteed and there are no people in any danger zones. The Customer must notify W&H that the intended remote diagnostic measures can be carried out safely. The responsibility and decision-making authority for the operation of the machine shall remain with the Customer. The remote diagnostics cannot replace regular maintenance and technical safety inspections of the machine. In all other respects, the W&H operating instructions shall apply.

10.5 If W&H identifies any deviations during the remote diagnostic, the Parties shall agree on the technically feasible repair and maintenance work without delay.

If the fault cannot be rectified or cannot be rectified completely by the remote diagnostic service, W&H shall inform the customer accordingly and coordinate the further proceedings with the customer. If necessary and at the request of the customer, W&H shall propose further maintenance and repair measures and offer these in accordance with its applicable billing rates. Further measures can consist of, for example, the supply of spare parts and software updates, the use of service technicians on site or carrying out of training. Such services shall be agreed upon between the Parties separately and paid for by the Customer.

Within the scope of the aforementioned cases, W&H shall document the relevant data and/or deviations of the respective machine(s) determined via the remote diagnostics and inform the Customer about the work performed.

10.6 If, when providing the services, W&H determines that the deviations as a result of external force, other unforeseeable influences, improper operation or failure to observe the installation or environmental conditions specified by W&H, then W&H shall not be obliged to provide remote repair or maintenance services as per the above sections 10.2 and 10.4. The same shall also apply if the Customer or a third party carries out any changes or modifications to the machine, in particular to the control hardware/software, after delivery and acceptance of the machine(s).

Furthermore, W&H does not guarantee that the remote diagnostics service provided shall diagnose and rectify all existing faults with and damage to the machine(s). In particular, W&H does not grant any function or availability guarantees for the machine(s).

10.7 The W&H remote diagnostic services focus on support for the production machine; a transfer of personal data to W&H does not take place. Otherwise Section 12.1 shall apply.

Furthermore, the appendix sheet (version February 1, 2020) to the general delivery and service conditions shall apply. The Customer must carry out and comply with all of the services and obligations listed in the attachment sheet on time.

- 10.8 Unless otherwise agreed in the contract for the supply of a W&H machine, the remote diagnosis is free of charge for the Customer within the warranty period. After the expiry of the agreed warranty period for a supplied W&H machine, the Customer must pay for the remote diagnostic services. Unless otherwise agreed, a lump-sum remuneration per year for the remote service shall be agreed between the Parties. Unless otherwise agreed, an annual basic fee for the provision of visual assistance services as well as usage-dependent compensation on a time and material basis in accordance with the W&H billing rates shall be paid for the service personnel.

11 Maintenance, retrofit, machine relocation

11.1 Inspection, maintenance, repairs, life cycle

Maintenance and inspections primarily consist of the adjustment, cleaning, lubrication and checking of the machine(s) and devices to assess their condition and function.

Repairs primarily consist of the rectification of faults and defects by replacing or preparing parts that have become damaged as well as supplying spare parts.

Life cycle services primarily consist of regular inspections and Customer visits.

The precise scope of services, the dates, remuneration, response times, etc. for the specified service packages shall be regulated between W&H and the Customer in individual service contracts.

Unless otherwise agreed in the individual agreements, a

- general overhaul of the machine(s) or devices,
- delivery/installation of additional equipment and parts due to new or amended regulations, in particular with regard to the safety technology,
- rectification of damage caused by non-compliance with the W&H operating instructions as well as by external force or other influences (e.g. overvoltage, weather conditions, etc.) are not carried out.

11.2 Retrofitting

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

Furthermore, retrofitting a machine(s) can also involve the responsible market supervision/accident insurance institution in accordance with the national safety regulations in the country of installation/use of the machine/n or the occupational safety officer in accordance with the relevant national regulations, which require the machine(s) to be uniformly equipped with the latest safety

equipment. Used machines or an entire group of machines which are significantly modified as a result of a retrofit must also comply with the currently valid Machinery Directive. A change is "significant" if a new safety concept is required in order to continue safely operating the machine/group of machines after a retrofit and this cannot be implemented with simple protective equipment. This applies, in particular, for machines within the European Economic Area (EEA and Switzerland).

11.3 Machine relocation

Machine relocations primarily consist of the mechanical and electrical dismantling of machines as well as the re-assembly at the new site.

The precise scope of services, the dates, remuneration, etc. shall be regulated between W&H and the Customer in the individual service contracts.

12 Machine data, leasing and licensing of software

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

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

Otherwise Section 2.2 shall apply.

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

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

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

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

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

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

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

12.2.5 The elimination of a defect which disrupts the function and which must be reproducible is carried out at the discretion of W&H via patches, bug fixes, updates or the delivery of a new defect-free software version; the general delivery and service conditions shall also apply for such fault rectification and software support measures. The transfer of a new version voids the rights for the previous version. Unless agreed otherwise than in 12.2.4, Sections 6 and 7 shall apply.

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