

# Digital Services Terms and Conditions of BHS CORRUGATED Maschinen- und Anlagenbau GmbH

## - formerly Remote Services/iCorr® Terms and Conditions -

(Version: December 8, 2025)

### 1. Scope

1.1 These Digital Services Terms and Conditions of BHS CORRUGATED Maschinen- und Anlagenbau GmbH, Paul-Engel-Str. 1, 92729 Weiherhammer, Germany (hereinafter referred to as "BHS CORRUGATED") apply by reference as supplementary terms to offers and apply to subsequent order confirmations and contracts with or services for the Customer as follows:

- for Remote Services;
- for software that is either pre-installed on products or installed subsequently or is offered separately by BHS CORRUGATED and is provided for use temporarily or permanently;
- for the analysis of machine and production data of the Customer by BHS CORRUGATED;
- for iCorr® Services and other services provided digitally and/or made available via platforms (such as Software-as-a-Service); and
- if applicable, for providing a computer and/or software on loan or lease with the functions required for technical implementation of the Digital Services/BHS CORRUGATED.

Items 1 to 5 above are collectively referred to as "Digital Services" and these Terms and Conditions are hereinafter referred to as "Digital Services Terms and Conditions/BHS CORRUGATED" (formerly "Remote/iCorr® Services Terms and Conditions/BHS CORRUGATED").

Deviating, contrary and supplementary general terms and conditions of purchase of the Customer shall only become part of the contract if BHS CORRUGATED has expressly agreed that they shall apply, in writing, before or on conclusion of the contract. If the Customer, when placing the order, makes reference to their own general terms and conditions contrary to the statement that these Digital Services Terms and Conditions/BHS CORRUGATED apply, which have not been agreed specifically with BHS CORRUGATED, and subsequently accepts services from BHS CORRUGATED without objection, although BHS CORRUGATED has again stated that the Digital Services Terms and Conditions/BHS CORRUGATED apply, the

Customer thereby implicitly declares that they consent to the Digital Services Terms and Conditions/BHS CORRUGATED forming part of the contract, by accepting the delivery. This does not apply if the Customer promptly objects in writing to the Digital Services Terms and Conditions/BHS CORRUGATED forming part of the contract after receiving the first delivery of an item under the contract. Performance by BHS CORRUGATED in knowledge of conflicting or deviating general terms and conditions of the Customer does not establish any consent by BHS CORRUGATED to those terms and conditions applying.

1.2 For future contracts with the Customer regarding Digital Services, the Digital Services Terms and Conditions/BHS CORRUGATED in the then current version shall apply without requiring a further explicit reference to them. BHS CORRUGATED may update the Digital Services Terms and Conditions/BHS CORRUGATED with effect for the future. For future contracts regarding Digital Services/BHS CORRUGATED, the version of the Digital Services Terms and Conditions/BHS CORRUGATED that is valid at the time each contract is concluded, at [www.bhs-world.com](http://www.bhs-world.com), shall apply.

1.3 Deviations and supplements to Digital Service contracts must be in written form. This also applies to any cancellation of the requirement for written form itself that is intended in a specific case.

1.4 For BHS CORRUGATED services that are not Digital Services and for the order/delivery of wear and spare parts from BHS CORRUGATED, the Service and Spare Parts Terms and Conditions/BHS CORRUGATED and the BHS CORRUGATED/Terms and Conditions of Installation shall apply as supplementary terms, which can be requested at any time by phone, fax or email from BHS CORRUGATED (see [www.bhs-world.com](http://www.bhs-world.com), under "Terms and Conditions" and "Contact").

1.5 The prices displayed in the BHS CORRUGATED online shop at the time of ordering or the prices specified in an offer from BHS CORRUGATED, for which the order is placed, shall apply, unless other prices are agreed in writing.

## 2. Conclusion of contract

- 2.1 Offers from BHS CORRUGATED are non-binding and are subject to change. A contract only comes into effect on the written order confirmation from BHS CORRUGATED, on the conclusion of a written contract, or tacitly on acceptance of Digital Services by the Customer (hereinafter collectively referred to as the "Contract"). Section 127(2) of the German Civil Code (BGB) (transmission using means of telecommunication and by exchange of letters) applies.
- 2.2 A data license agreement between the Customer and BHS CORRUGATED on the transmission and use of generated machine data and production data is a necessary condition for providing certain services that are connected to machinery and systems.
- 2.3 For online orders for Digital Services, BHS CORRUGATED shall promptly confirm receipt of the order online. Such confirmation of receipt is not an order confirmation within the meaning of Section 2.4.
- 2.4 Online orders require an order confirmation from BHS CORRUGATED for a contract to be concluded. If BHS CORRUGATED identifies that there is an error in the information on Digital Services in terms of price or availability in the online shop, BHS CORRUGATED shall inform the Customer promptly. The Customer may confirm the order on the amended terms. Otherwise, in the case of online orders, in the absence of acceptance of the order a contract is not concluded.

## 3. Subject of the contract

- 3.1 BHS CORRUGATED undertakes to provide the BHS CORRUGATED Digital Services described in detail in the offer and in the order confirmation and any possible annexes or in a written contract.
- 3.2 The Customer shall inform BHS CORRUGATED in writing at the latest on conclusion of the contract or on the order being issued of applicable statutory provisions or other binding provision for machine manufacturers regarding safety at work and of technical specifications for providing Digital Services at a location outside the European Union in connection with the operation of a machine or system at its intended place of installation. This shall also apply within the European Union, to (federal) state and municipal provisions in laws, regulations and statutes etc.
- 3.3 Where a software license that is part of delivery under the contract is granted for a limited time, this shall be stated in the relevant offer.
- 3.4 For the software that is part of the delivery under contract:

- if the item under contract is purchased, permanently; and
- if the item under contract is assigned in any other way or the license is time-limited, for the duration of the applicable term of the contract;

BHS CORRUGATED grants the Customer a simple, non-transferable and limited right of use to the software as object code, limited to the relevant BHS CORRUGATED system or the Customer's information technology ("IT")/operational technology ("OT") on which the software has been or will be installed.

The Customer is not permitted to make changes or additions to the software. BHS CORRUGATED reserves the right to make changes and additions to the software during the term of the contract, provided that they do not adversely affect the existing system, in particular interfaces to the Customer. Where Sections 69d(1) and 69e of the German Copyright Act (UrhG) do not require the authorization of the rightholder for acts necessary for use of the software in accordance with its intended purposes, including for the correction of errors or the information necessary to achieve interoperability, this is subject to the condition that BHS CORRUGATED has not completed the necessary work or provided the information within a reasonable period in the specific case, despite a written request from the Customer. The rights granted or assigned to the Customer do not include the software as source code.-

Where the contract includes software from third parties on the relevant system or on the Customer's IT/OT, the rights granted above are granted on condition that BHS CORRUGATED itself has been granted a right of use by the third party. BHS CORRUGATED shall provide the Customer with information in response to queries regarding individual licenses for software installed on machines or systems or otherwise assigned to the Customer by BHS CORRUGATED for use.

- 3.5 If BHS CORRUGATED provides a Virtual Service Engineer (VSE) computer or other computer for Remote Services/iCorr® or for other Digital Services at the site of operation of the Customer's machine and the computer is owned by BHS CORRUGATED, the Customer shall have no right to use or access the software installed on this (these) VSE computer(s) or computers that belong to BHS CORRUGATED.
- 3.6 BHS Corrugated shall have the right to appoint subcontractors, provided that they are contractually included in writing by BHS Corrugated in the mutual obligation of

confidentiality between the Customer and BHS CORRUGATED.

- 3.7 BHS CORRUGATED retains all rights of ownership and/or possession, as well as copyrights and other intellectual property rights, and the protection of trade and business secrets: in the software and analysis data on a VSE computer or other computer owned by BHS CORRUGATED for Digital Services/BHS CORRUGATED; in images, drawings, calculations, computer programs; in data and databases of BHS CORRUGATED, which the Customer can access, e.g. via BHS CORRUGATED platforms or third-party platforms; in models, tools, offer documents; and in other items from BHS CORRUGATED; and in technical and commercial know-how of BHS CORRUGATED; this is referred to collectively as "BHS CORRUGATED Information". Without the express written consent of BHS CORRUGATED, BHS CORRUGATED Information must not be provided to third parties for inspection, copies thereof must not be provided to third parties, and the information must not be made available or transferred in any other way (see Section 10 of these Digital Services Terms and Conditions/BHS CORRUGATED). BHS CORRUGATED Information may only be used by the Customer in connection with checking the BHS CORRUGATED offer and for subsequent performance of the contract and use under contract of the delivered technical equipment and, if applicable, the Digital Services themselves. BHS CORRUGATED Information must be kept confidential from third parties and must be protected against unauthorized access at the Customer's business internally or by third parties using organizational and technical measures, by using passwords etc., to the extent necessary. The Customer shall provide BHS CORRUGATED with information regarding the nature and extent of its safeguards for BHS CORRUGATED Information.
- 3.8 Where BHS CORRUGATED transfers data within the meaning of the EU Data Act in connection with the ongoing or inactive operation of a system or in connection with a data-related service from the Customer to itself or to a third party, such transfer of data is subject to a data license agreement that shall take precedence between the parties.
- 3.9 Computers, tools, other items and data and data analyses from or by BHS CORRUGATED that are in the possession of the Customer or to which the Customer has access from or via BHS CORRUGATED must be carefully stored and/or saved by the Customer, provided the items are owned by or in the possession of BHS CORRUGATED, and/or must be

protected by the Customer via technical and organizational rules for access so that unauthorized persons cannot access them. Any loss, damage or unauthorized access must be promptly reported to BHS CORRUGATED. The Customer shall be liable in its area of responsibility for damage to and loss of: (1) the computer(s) on loan or lease to the Customer and damage to and loss of the tools and other items owned by or in the possession of BHS CORRUGATED; (2) software and/or data owned by or in the possession of BHS CORRUGATED that has been copied, deleted or modified without authorization; and (3) unauthorized access to the VSE computer(s) or other computer(s) for Digital Services and to data and data analyses from BHS CORRUGATED on platforms (such as the iCorr® platform) of BHS CORRUGATED; and (4) any breach of confidentiality of the BHS CORRUGATED Information as defined above in Sections 3.7 and 3.9 or the access protection provided for in those Sections.

- 3.10 The Customer shall ensure that the machines and/or the system for which it has placed an order for Remote-, iCorr®- or other Digital Services with BHS CORRUGATED are used in accordance with the operating instructions and that the Customer itself and third parties do not make changes or additions to the machines/the system or manipulate the machines/the system without BHS CORRUGATED being informed in advance.

#### 3.11 Availability of BHS CORRUGATED

Where BHS CORRUGATED guarantees 24/7 availability as part of its Digital Services, this is subject to the condition that the availability of BHS CORRUGATED is not prevented by force majeure or by disruptions in power and telecommunications, computer, and/or cloud connections that are the responsibility of third parties (including BHS CORRUGATED's own contractors).

In the event of interruption as a result of force majeure (see Section 5.6 below), the duration of the exemption from the contractually agreed availability of BHS CORRUGATED must include the duration of the interruption itself, as well as a reasonable time in the specific case for the resumption of the agreed Digital Services.

- 3.12 The Customer shall grant employees of BHS CORRUGATED or third parties appointed by BHS CORRUGATED unrestricted access to the machine/system for the performance of contractual obligations and, if necessary, shall provide support requested by BHS CORRUGATED for carrying out work. If such support includes providing personnel, they must be sufficiently

qualified. Third-party workers must not be in competition with BHS CORRUGATED.

#### 4. Newsletter/data protection

4.1 BHS CORRUGATED informs its customers about products and services from BHS CORRUGATED and about its corporate activities via newsletter.

If the Customer does not wish to receive further advertising or product and service information from BHS CORRUGATED, the Customer may unsubscribe using the following address: "[unsubscribe-newsletter@bhs-world.com](mailto:unsubscribe-newsletter@bhs-world.com)".

4.2 Data is collected, stored, transferred, and used for the Customer in connection with the Digital Services by BHS CORRUGATED via technology such as sensors on the relevant machine/system and via inputs from the operating personnel when operating the machine/system. In this process, BHS CORRUGATED collects production and machine data.

4.3 Where data is also collected that is personal data for BHS CORRUGATED and/or its subcontractors and/or the Customer, the parties must enter into a separate agreement to ensure that the data is protected.

#### 5. Payment terms

5.1 Unless specifically agreed otherwise in the contract, the BHS CORRUGATED prices valid at the time of conclusion of the contract apply to Digital Services, which can be requested by phone, by fax, by email and online from BHS (see [www.bhs-world.com](http://www.bhs-world.com), under "Contact" or the prices specified at the relevant time in the BHS CORRUGATED online shop). See Section 2.4 above in this regard.

5.2.1 The BHS CORRUGATED prices are based on the applicable cost factors for providing a service, for production, and for purchasing within the German machine manufacturing sector at the time of conclusion of the contract or placing of the order.

5.2.2 If the costs for the services from BHS CORRUGATED undergo a significant change for reasons for which BHS CORRUGATED is not responsible up to the date delivery or performance of the service, which affects the pricing for the delivery and/or service for the existing net price, BHS CORRUGATED reserves the right to increase the net price to the extent of the cost increase since conclusion of the contract or placing of the order, minus a share in business risk attributable to BHS CORRUGATED in the relevant price.

5.2.3 For contracts for the performance of a continuing obligation, such as iCorr@ contracts, BHS CORRUGATED shall be entitled, after an initial contract term of 1 year,

to request renegotiation with the Customer the last contractually agreed consideration, provided that there have been significant changes in costs at BHS CORRUGATED (see Section 5.2.1) that affect the pricing for the Digital Services under the contract for the performance of a continuing obligation, without any fault on the part of BHS CORRUGATED. If a price change requested by BHS CORRUGATED for contracts for the performance of a continuing obligation exceed 10% of the previous net price, the Customer shall have the right to terminate the contract without notice, subject to the notice period of three months from receipt of the price change request to the date of the increase coming into effect. Notice of a price change must be given at least four months prior to its coming into effect. Any termination must be in writing to be valid.

5.3 Payments for invoices from BHS CORRUGATED must be transferred by the Customer to one of the specified bank accounts of BHS CORRUGATED within 30 calendar days of the invoice date, without applying any discounts. The payment dates agreed in the contract shall be binding and shall take precedence over the above payment period.

5.4 If the Customer is in default with payment or default of receipt or acceptance under the business relationship with BHS CORRUGATED, BHS CORRUGATED shall have the right to demand an advance payment for the Digital Services, which may deviate from other contractual payment terms.

5.5 All BHS CORRUGATED's claims that have already arisen but are not yet due shall also become due immediately, regardless of the term of any collected and credited bills of exchange or granted deferrals, if the Customer does not comply with the applicable contractual payment terms or if BHS CORRUGATED becomes aware of circumstances that are likely to impair the Customer's creditworthiness. In such case, BHS CORRUGATED shall be entitled to make any outstanding deliveries only on advance payment or collateral having been provided before delivery. Further statutory rights remain unaffected.

5.6 In cases of force majeure such as:

- a pandemic officially declared by the state, which specifically affects the performance of the contract by BHS CORRUGATED; or
- disruptions to operations without fault; labor disputes not caused by BHS CORRUGATED, such as lockouts; civil unrest; default by subcontractors for which BHS CORRUGATED is not responsible;

- other events that BHS CORRUGATED cannot avoid;

and actual situations with similar impact, such as:

- substantial statutory or administrative measures, such as punitive tariffs exceeding 10% or substantial non-tariff trade restrictions, such as licensing requirements for delivery items that increase the own costs at BHS CORRUGATED for the respective delivery item by more than 10% that were not known at the time of conclusion of the contract or confirmation of the order;

BHS CORRUGATED shall be entitled

- to postpone the delivery and/or the assembly and/or the commissioning for the duration of the obstacle for a maximum of 1 year, as well as any necessary time for restarting in the specific case at BHS CORRUGATED; or
- if performance of the contract is unreasonable for BHS CORRUGATED, BHS CORRUGATED shall be entitled to withdraw from the contract. In such case, performance already rendered shall be reversed mutually by the parties, insofar as possible.

Instead of BHS CORRUGATED declaring that it is withdrawing from the contract, BHS CORRUGATED may demand an amendment to the contract from the Customer, whereby the performance already rendered under contract by BHS CORRUGATED shall be retained by the Customer and the Customer shall pay the contractually agreed price, minus saved expenses, to BHS CORRUGATED, unless such amendment to the contract is unreasonable for the Customer. The contract shall be amended via a unilateral written declaration by BHS CORRUGATED to the Customer. Any objection that the amendment is unreasonable must be made via written declaration by the Customer to BHS CORRUGATED. Until a decision is made regarding whether the objection is valid, the terms of the existing contract shall apply, reduced by the part of performance not rendered by BHS CORRUGATED.

If BHS CORRUGATED withdraws from the contract, within a declaration period of three weeks from declaration by BHS CORRUGATED that it is withdrawing from the contract, the Customer shall be entitled to request, instead of the contract being reversed, that the contractual performance already rendered shall be retained by the Customer and the Customer shall pay the contractually agreed price to BHS CORRUGATED, minus the savings in expenses for BHS CORRUGATED. In such

case, the parties hereby agree that the terms of contract shall apply accordingly, despite withdrawal, reduced by the performance not fulfilled by BHS CORRUGATED.

Any claim for damages against BHS CORRUGATED on grounds of delay in delivery, installation and/or commissioning because of hindrance or withdrawal from the contract or a declared amendment to the contract is excluded.

## 6. Defective performance/claims for defect

Claims arising from any defective performance of services, a defect in case of lease or of performance to produce a work (hereinafter referred to collectively as the "Warranty"):

The services of BHS CORRUGATED can be assigned to various types of contract under the German Civil Code (BGB) and may also fall under different warranty systems.

The legal consequences of withdrawing from a contract for potential performance of work or termination on grounds of defects in services and for provision of hardware on lease are therefore uniformly defined in these Digital Services Terms and Conditions/BHS CORRUGATED for all contractual performance as termination of contract.

- 6.1 Data or features of a service from BHS CORRUGATED are not a guaranteed characteristic, unless such a guarantee has been expressly agreed in writing with BHS CORRUGATED or has been declared in writing by BHS CORRUGATED.

BHS CORRUGATED guarantees and is only liable for such specifications regarding the quality of the delivered items that have become part of the contract or are part of advertising brochures from BHS CORRUGATED. However, this does not apply to general promotional statements in ads, at trade fairs, or in other advertising media, unless the Customer has expressly stated to BHS CORRUGATED that the Customer wants such a general statement to be binding as part of the contract before conclusion of the contract, without BHS CORRUGATED opposing.

- 6.2 If BHS CORRUGATED's services are defective or incomplete, BHS CORRUGATED must remedy the defects free of charge or must provide the entire service again. Insofar as this is not possible because the service is for a specific event and therefore cannot be provided again, BHS CORRUGATED must take all necessary organizational and technical measures to avoid the applicable type of error occurring again in the service or the service not performed. If defective performance of services by BHS CORRUGATED occurs repeatedly, the

Customer shall have the right to terminate this contract. This is on condition that the Customer has previously unsuccessfully requested in writing, with the threat of asserting statutory claims, that BHS CORRUGATED rectifies the error or omission that caused the Customer's warning, within a reasonable time period determined in the specific case.

- 6.3 Contractual claims arising from the defective performance of a service shall expire 12 months after the applicable service is performed. This time limitation does not apply where the cause of claims is based on intent, deceit or gross negligence or on injury to life, body or health or on liability under product liability.
- 6.4 The work using data from the Customer's machine/system can only be as good as the quality of the data. It is the Customer's responsibility to ensure that the machine/system is operated in accordance with the operating instructions and that the Customer itself and third parties do not make changes or additions to the machines/the system or manipulate the machines/the system without BHS CORRUGATED being informed in advance. If the Customer does not ensure this is the case without exception, BHS CORRUGATED cannot assume responsibility for the accuracy of the analyses from data collection and analysis relating to the Digital Services, as there may be external influencing factors that cannot be considered in the analysis by BHS CORRUGATED, because they are unknown.
- 6.5 For performance under a lease agreement, BHS CORRUGATED must rectify defects or, as far as reasonable for the Customer, must provide a workaround for them. If BHS CORRUGATED repeatedly fails to rectify defects or provide a workaround for the items on lease or applications provided for use, the Customer shall have the right to terminate this contract. Any termination also includes the parts of performance for the Digital Services that are in the nature of a contract to produce a work and/or a service contract.
- 6.6 For services under a contract to produce a work, the warranty is 12 months from being put into operation. This time limitation does not apply where the cause of claims is based on intent, deceit or gross negligence or on injury to life, body or health or on liability under product liability.
- The Customer may initially request subsequent performance, which BHS CORRUGATED may provide at its discretion by rectifying the defect or by supplying a defect-free item/software. In the case of software, a workaround is also

sufficient, as long as this does not negatively affect the functionality of the software. If an attempt at subsequent improvement fails within a reasonable period of time, BHS CORRUGATED shall have the right to make a second attempt at improvement within another reasonable period of time. If rectifying the defect then also fails, and no workaround acceptable to the Customer is provided, the Customer shall have the right to terminate this contract. Any termination also includes the parts of performance for the Digital Services that are in the nature of a lease agreement and/or a service contract.

- 6.7 To the extent that a contract has been agreed for purchase, work and/or services and/or lease, the right to withdraw from the contract does not cover the works, services, leasing and/or purchases that have already been performed by BHS CORRUGATED or called off by the Customer. This limitation to the Customer's right of withdrawal does not apply if the Customer has a legitimate interest in withdrawing from the contract in whole.
- 6.8 In the event of a defect or error, liability for damages is excluded if BHS CORRUGATED can legitimately object that the damage was caused by minor or simple negligence. Otherwise, the liability provision in Section 7 of these Digital Services Terms and Conditions/BHS CORRUGATED shall apply.
- 6.9 When work is done to rectify the error, the Customer must provide BHS CORRUGATED free of charge with the necessary personnel and with access to the computer(s) and machines and/or system and their sensors for Digital Services in order to be able to carry out troubleshooting. Any lifting equipment and personnel necessary for this purpose must be provided by the Customer on time and as appropriate, free of charge.
- 6.10 BHS CORRUGATED may withhold rectification of defects and making up any omission as long as the Customer fails to fulfill its payment obligations or obligations to cooperate.
- 6.11 The Customer must make an appropriate report of defects, which allows BHS CORRUGATED to begin targeted troubleshooting. The Customer shall provide BHS CORRUGATED with the information available about the defect and shall also support rectification of the defect free of charge, within reasonable limits.
- 6.12 If it becomes apparent during work to rectify the defect that the cause of the defect is within the Customer's area of responsibility, BHS CORRUGATED may charge its usual fees for the services rendered.
- 6.13 If BHS CORRUGATED has fraudulently concealed a defect or has concluded an

additional warranty agreement with the Customer, the limitations of statutory warranty claims in Sections 6.3, 6.7 and 6.8 above shall not apply. The statutory provisions regarding defects shall apply instead.

## 7. Liability

7.1 BHS CORRUGATED, its corporate bodies and agents shall be liable for culpable breach of contractual - including pre-contractual and ancillary contractual - obligations, in tort and for any other legal reason not governed by specific provision in these Digital Services Terms and Conditions/BHS CORRUGATED, limited to cases of intent, deceit and gross negligence.

In the event of impossibility and inability or of culpable breach of an essential contractual obligation, BHS CORRUGATED shall be liable, but excluding cases of minor negligence. Essential contractual obligations are obligations under a reciprocal contract the breach of which puts achievement of the purpose of the contract in jeopardy or the fulfillment of which is necessary for proper execution of the contract, and on which the Customer therefore relies or is entitled to rely. In cases of gross and simple negligence, BHS CORRUGATED shall only be liable to a limited extent for the damage or loss that BHS CORRUGATED could have foreseen at the time of conclusion of the contract as a possible consequence of a breach of essential contractual obligations, when exercising the due care of a prudent merchant.

The provisions on liability for damages in the event of defective performance or a defect in Section 6.8 of these Digital Services Terms and Conditions/BHS CORRUGATED take precedence over Section 7 paragraphs 1 and 2 above.

7.2 BHS CORRUGATED shall only be liable for indirect loss or damage, production loss, and lost profits in cases of intent or gross negligence.

7.3 BHS CORRUGATED shall bear the burden of proof for any limitation of liability in Sections 7.1 and 7.2 above applying.

7.4 The liability of BHS CORRUGATED under the Product Liability Act (ProdhaftG) and for life, body, and health remains unlimited, to the statutory extent, at all times.

## 8. Term and termination of a contract for Digital Services

A Digital Service contract has the term agreed in the relevant contract and automatically renews for one year unless agreed in writing otherwise, provided the contract is not terminated in writing by the Customer or by

BHS CORRUGATED with notice of three months before the end of the contract year.

Both the Customer and BHS CORRUGATED have the right to terminate the contract early for cause. There shall be cause in particular if the Customer repeatedly fails to meet its payment obligations on time, work by BHS CORRUGATED is hindered at the Customer's business, or the Customer fails to comply with its confidentiality obligations or the access protection against unauthorized third parties in Sections 3.5, 3.6, and 10 of these Digital Service Terms and Conditions/BHS CORRUGATED, despite warning, or fails to do so to the extent required.

## 9. (Re-)export; embargo

9.1 Both parties must ensure that, on conclusion and performance of a contract that falls under these Digital Services Terms and Conditions/BHS CORRUGATED, they comply with the applicable laws and regulations governing (re)export for the items delivered or parts thereof in Germany, in the EU, and in the country of the place of business or the place of installation of the delivered item and, if applicable, a third country. A "third country" within the meaning of this obligation is a country of origin of delivered item that may impose binding export regulations for the delivered item or parts thereof on the Customer or BHS CORRUGATED, such as the US Commerce Control List.

9.2 The above also applies to state embargo regulations that affected the delivered item or parts thereof.

9.3 If BHS CORRUGATED cannot make a delivery for the reasons under Sections 9.1 and 9.2, this shall be treated as a case of "force majeure", to which Section 3.11 of these Digital Services Terms and Conditions/BHS CORRUGATED applies.

9.4 If the Customer breaches the obligations under Sections 9.1 and 9.2, BHS CORRUGATED shall have the right under contract against the Customer to be indemnified against any claims from third parties on basis of such breach of contract and to be reimbursed for the costs of necessary legal defense.

9.5 (1) The Customer shall not sell, export, re-export, or otherwise make available the item under the contract, which is provided in connection with or in relation to the contract and falls within the scope of Article 12g of Regulation (EU) No 833/2014, directly or indirectly to the Russian Federation and Belarus or for use in the Russian Federation and Belarus, and in this regard must not disclose any intellectual property rights, trade secrets, or rights of access and further use in materials or specific information.

- (2) Subject to a degree of knowledge that can reasonably be expected of the Customer, the Customer must ensure that the purpose of paragraph (1) is not undermined by third parties in the supply chain, including potential resellers.
- (3) The Customer must maintain a suitable compliance system to detect behavior by third parties in the supply chain, including potential resellers, that would undermine the purpose of Section 9.5 paragraph (1).
- (4) Any breach of paragraphs (1), (2) or (3) of Section 9.5 shall constitute a material breach of contract, and Section 13.5 of these Digital Service Terms and Conditions/BHS CORRUGATED shall apply. In addition, BHS CORRUGATED shall have the right to withdraw from the contract and demand damages or may impose a reasonable contract penalty at its discretion and in each individual case, which may be reviewed with regard to whether it is reasonable by a competent court, taking into account Sections 11.3 to 11.5 of these Digital Services Terms and Conditions/BHS CORRUGATED.
- (5) The Customer shall inform BHS CORRUGATED promptly of any problems arising from the application of this Section 9.5 paragraphs (1), (2), and/or (3), including all relevant activities of third parties that could undermine the purpose of Section 9.5 paragraph (1). On request, the Customer shall provide BHS CORRUGATED written information on the implementation of this Section 9.5 by the Customer to the required extent and no later than 14 calendar days from the date of the request.

## 10. Confidentiality

- 10.1 BHS CORRUGATED Information (cf. Section 3.7) and access (see Section 3.9) under these Digital Services Terms and Conditions/BHS CORRUGATED, as well as all data and information otherwise provided by BHS CORRUGATED, must not be made accessible to third parties, unless it is evidently intended not just for the Customer but also for other persons, unless this is necessary within the scope of the intended use of the Digital Services by the Customer or unless the Customer has a right to data access and portability under the terms of a data access and portability agreement to be concluded within the meaning of the EU Data Act between the parties and its provisions on confidentiality. "Third parties" within the meaning of this section are natural or legal persons who are not corporate bodies or employees of the Customer, as well as contractors and clients of the Customer who have not given an undertaking to the Customer in writing to comply with the

confidentiality provisions under Section 3.7, to access protection under Section 3.9, and to confidentiality under Section 10 of these Digital Services Terms and Conditions/BHS CORRUGATED for the benefit of BHS CORRUGATED. The provision of any data access and portability agreement between the parties for disclosure to third parties shall take precedence over the preceding sentence.

- 10.2 In the event of a breach of these confidentiality obligations in Section 10.1 by a person associated with the Customer (corporate body, employee and/or contractor of the Customer), the Customer must - subject to further claims for damages - pay a penalty of €10,000 for each act in breach. At the request of BHS CORRUGATED, the Customer shall provide full information about the way in which the BHS CORRUGATED Information has been used and/or accessed by or via the Customer, in particular regarding any contractor of the Customer who breaches these obligations.
- 10.3 BHS CORRUGATED undertakes not to disclose any data (such as machine and production data) that it acquires in the course of its contractually agreed services with the Customer to third parties, except in accordance with the provisions of the concurrently valid data license agreement and any data access and portability agreement in accordance with the EU Data Act. This also applies to analyses of data on behalf of the Customer. Any disclosure of data and analyses by BHS CORRUGATED to third parties must be governed by the data license agreement between the parties. The provision on the protection of personal data within the meaning of the agreement referred to under Section 4.3 above also applies.

## 11. Miscellaneous

- 11.1 Without the prior written consent of the other party, the parties must not transfer the contract as such or transfer or assign specific rights or claims arising therefrom to third parties.
- 11.2 The Customer shall only be entitled to declare set-off or assert a right of retention, including any commercial right of retention, if the corresponding claim is undisputed or has been determined by a final court order.
- 11.3 If any provision of the Digital Services Terms and Conditions/BHS CORRUGATED is or becomes invalid, this shall not affect the validity of the rest of the contract. The parties shall replace any invalid provision with a provision that is permitted and comes closest to the intended economic purpose. The same procedure applies in the event of any omission.

- 11.4 The substantive law of the Federal Republic of Germany shall apply, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In event of conflicts between the German version and any foreign language version of the contract, the German version shall have precedence in case of doubt.

- 11.5 The place of performance for BHS CORRUGATED's claims to payment arising from this contract is at the place of business of BHS CORRUGATED (see Section 1.1).

- 11.6 The place of jurisdiction for any legal disputes arising from or in connection with this contract is as follows: in judicial proceedings against the Customer, at the option of BHS CORRUGATED, the registered office of BHS CORRUGATED (see Section 1.1) or another statutory place of jurisdiction; and, in judicial proceedings by the Customer against BHS CORRUGATED, the registered office of BHS CORRUGATED (see Section 1.1). This agreement regarding place of jurisdiction applies only to merchants under commercial law.