

(version: 01/02/2021)

1. Scope

- 1.1 These Remote Services Terms and Conditions (hereinafter "Remote Services Terms and Conditions/BHS Corrugated") of the company BHS CORRUGATED Maschinen- und Anlagenbau GmbH, Paul-Engel-Str. 1, 92729 Weiherhammer, Germany (hereinafter "BHS CORRUGATED") apply to all contracts with customers, (hereinafter "Customer")
- for Remote Services,
 - provision by way of lending or rental of a VSE computer or, for example, a computer with the required functions for Remote Services/BHS Corrugated and
 - for the evaluation of machine and production data by BHS CORRUGATED
- Should the Customer refer to its own contractual terms upon issue of the order, despite the reference to the applicability of these Remote Services Terms and Conditions/BHS Corrugated, which have not been agreed individually with BHS CORRUGATED and then nevertheless accepts services of BHS CORRUGATED, consent to inclusion of the Remote Services Terms and Conditions/BHS Corrugated shall be implied by the Customer's acceptance of the first Remote Services. This shall not apply if the Customer objects immediately after assumption of the Remote Services and rejects acceptance of the Remote Services.
- 1.2 In the case of future contracts with the Customer via Remote Services, the Remote Services Terms and Conditions/BHS Corrugated, as amended, shall apply without any further explicit reference thereto. BHS CORRUGATED is entitled to update the Remote Services Terms and Conditions/BHS Corrugated with future effect. For future contracts concluded for Remote Services/BHS Corrugated, the version of the Remote Services Terms and Conditions/BHS Corrugated valid on www.bhs-world.com at the time of the conclusion of the respective contract shall apply.

- 1.3 Deviations from and additions to Remote Service contracts must be in writing. This also applies to a conditional waiver of the written form requirement in individual cases. § 127 (2) BGB (German Civil Code) (Telecommunications Transfer and - Correspondence) applies.
- 1.4 For other BHS services and for the order/delivery of wear and spare parts of BHS CORRUGATED, the Service and Spare Parts Terms and Conditions/BHS CORRUGATED and for assemblies the BHS CORRUGATED/Assembly Terms and Conditions also apply. These can be requested from BHS CORRUGATED at any time by phone, fax or email; see www.bhs-world.com, then click "Terms and Conditions."
- 1.5 The price lists of BHS CORRUGATED in the version valid at the time of placing the order by the Customer or conclusion of the contract apply and can be requested from BHS CORRUGATED at any time by phone, fax or email (see www.bhs-world.com, then click "Contact") insofar as no other prices have been agreed in writing.

2. Conclusion of contract

Offers from BHS CORRUGATED are non-binding and without engagement. A contract only comes into effect with the written order confirmation of BHS CORRUGATED, with the conclusion of a written contract or tacitly with the acceptance of the Remote Services by the Customer (hereinafter collectively referred to as "Contract").

3. Subject matter of the Contract

- 3.1 BHS CORRUGATED agrees to the services of BHS CORRUGATED as described in detail in the offer and in the order confirmation and its possible annexes or in a written Contract.
- 3.2 At the latest at the time of contract signature or when the Customer places his order Customer shall inform BHS COR-

RUGATED about all legal and technical regulation applicable for machine manufacturers regarding occupational safety requirements as well as all , technical requirements for the production, delivery, installation, and operation of the machinery or machine plant at its place of installation.

- 3.3 Insofar as BHS CORRUGATED software is installed on the Customer's computer or on their machine's internal processors as part of the Remote Services Contract or otherwise transferred to the Customer due to a contract with BHS CORRUGATED, BHS CORRUGATED grants the Customer a non-exclusive, non-transferable right to use for the object code of the software limited to the hardware on which the software of BHS CORRUGATED was installed. The Customer is not entitled to make changes and additions to the software. BHS CORRUGATED reserves the right to make changes and additions to the software during the term of the Contract insofar as these do not affect the existing system, in particular interfaces with the Customer. The Customer has no right to decompile or otherwise reverse-engineer the software, unless BHS CORRUGATED, despite several attempts within a reasonable time, is unable to eliminate errors that have occurred in the software and impede the operating procedure significantly, or to provide a workaround option. The source code of any software of BHS CORRUGATED is not subject to any grant of a license.
- 3.4 Insofar as BHS CORRUGATED provides a VSE computer (VSE = virtual service engineer) or another computer for Remote Services/BHS Corrugated, which remains the property of BHS CORRUGATED at the operational site of the Customer's machines, the Customer shall have no right of use or access to the software installed on this/these VSE computer(s) or computer® of BHS CORRUGATED.
- 3.5 BHS CORRUGATED is entitled to commission sub-contractors insofar as they are contractually bound by BHS CORRUGATED in the reciprocal confidentiality obligation between the Customer and BHS CORRUGATED in Section 10 below.
- 3.6 BHS CORRUGATED reserves all property rights, copyrights and other industrial property rights as well as the protection of business and trade secrets to the programs and data on a VSE computer or another computer of BHS CORRUGATED for Remote Services/BHS Corrugated; to

illustrations, drawings, calculations, computer programs; to data and databases to which the Customer has access, e.g. via the iCorr® platform of BHS CORRUGATED; to models, tools, offer documents and other items; as well as to BHS CORRUGATED's technical or commercial knowhow, collectively referred to as "BHS CORRUGATED Information." They may not be made available for viewing by third parties or handed over in copy or as made available by BHS CORRUGATED without the express written consent of BHS CORRUGATED; cf. Section 10 of these Remote Services Terms and Conditions/BHS Corrugated. BHS CORRUGATED information may only be used by the Customer in connection with the examination of the BHS CORRUGATED offer as well as on the occasion of subsequent contractual performance and the contractual use of the technical equipment supplied and, if applicable, the Remote Services themselves. BHS CORRUGATED Information must be kept secret from third parties and must be protected by the Customer through in-house organizational and technical measures or by third parties to the extent required to prevent unauthorized access.

- 3.7 Computers, tools and other objects as well as data and data evaluations of or by BHS CORRUGATED, which are located at the site of the Customer or to which the Customer has access through or via BHS CORRUGATED, must be carefully stored by the Customer, provided that the objects that are the property of BHS CORRUGATED are to be protected by the Customer through technical and organizational access regulations in such a way that no unauthorized persons can access them. Any losses, damage or unauthorized access must be reported to BHS CORRUGATED immediately. The Customer shall be liable in its area of responsibility in the event of damage or loss of the computer(s) transferred by way of lending or rental and for tools or other objects that are the property of BHS CORRUGATED, as well as in the event of unauthorized access to the VSE computers) or other computer(s) for Remote Services/BHS Corrugated and to data and data evaluations of BHS CORRUGATED on BHS CORRUGATED's iCorr® platform, and in the event of a breach of confidentiality of the BHS CORRUGATED Information named above in Sections 3.6 and 3.7 or the access protection provided there.

3.8 The Customer and BHS CORRUGATED agree upon the conclusion of the Remote Services Agreement incorporating these Remote Service Terms and Conditions/ BHS Corrugated that BHS CORRUGATED may collect, process, transfer to its own computers and use without temporal limitation data (personal and/or machine and production data) on the occasion of the provision of Remote Services to the Customer for the purpose of the fulfillment of the Remote Service Contract and for BHS CORRUGATED's own operational purposes, limited in scope by Section 9 "Confidentiality" (below).

3.9 The Customer warrants that the machines or systems for which it has placed an order for Remote Services to BHS CORRUGATED will be used in accordance with the instruction manuals and that neither the Customer nor any third party will make any changes or additions to or interfere with or in the machines/installation without BHS CORRUGATED being informed in advance.

3.10 Accessibility of BHS CORRUGATED

Insofar as BHS CORRUGATED accepts 24/7 accessibility as a component of its Remote Services, this shall be on condition that the accessibility of BHS CORRUGATED is not prevented by force majeure or disruptions of the electricity, telecommunications, computer and/or cloud connections within the area of responsibility of third parties (including BHS CORRUGATED's own contractors).

In the event of an interruption due to force majeure (see Clause 5.5), the duration of the exception from the contractually agreed accessibility of BHS CORRUGATED shall be deemed to include the duration of the interruption itself and a reasonable period for the resumption of the agreed Remote Services on a case-by-case basis.

3.11 As far as applicable for a Remote Services Contract the Customer shall provide employees of BHS CORRUGATED or authorized third parties with unrestricted access to the machine/system for the fulfillment of contractual obligations and, if necessary, provide BHS CORRUGATED with the desired assistance in the performance of its contractual obligations.

4. Newsletter/Data Protection

4.1 BHS CORRUGATED notifies its Customers upon being contacted by the Customer about products and services of

BHS CORRUGATED and corporate activities via email.

If, as a BHS CORRUGATED Customer, you do not wish to receive further advertising or product and service information from BHS CORRUGATED, please let us know at this address: lifecycle@bhs-world.com.

4.2 The collection, storage, transmission and use of data of the Customer on the occasion of the Remote Services of BHS CORRUGATED takes place, in particular, via sensor technology on the relevant machine/installation as well as via input by the operating personnel during operation of the machine/system. Here, BHS CORRUGATED collects production and machine data.

4.3 As far as any data are collected which qualify as personal data for either the Customer or BHS CORRUGATED the parties shall enter into an order data processing agreement.

5. Terms of payment

5.1 For continuous obligations such as Remote Services/BHS Corrugated, BHS CORRUGATED is entitled to increase the price once a year starting in the 2nd year of the Contract. Should a price change demanded by BHS CORRUGATED for Remote Services Contracts amount to more than 10% compared to the previous year's net price, the Customer is entitled to an extraordinary right of termination, subject to a notice period of two months at the time of the entry into force of the increase. Requests for price changes as well as terminations must be made in writing in order to be valid.

5.2 Invoices of BHS CORRUGATED must be transferred by the Customer to one of the specified bank accounts of BHS CORRUGATED within 30 days of the date of invoice without deduction of non-agreed discounts. Payment dates agreed in the Contract are binding and take precedence over the above payment period.

5.3 If the Customer defaults on payment within the business relationship with BHS CORRUGATED or is in default of taking delivery or acceptance, BHS CORRUGATED is entitled to demand a prepayment for the Remote Services, if applicable, in deviation from other contractual terms of payment.

5.4 All receivables of BHS CORRUGATED that have already arisen but have not yet become due shall be due immediately, ir-

- respective of the term of any debited and credited bills of exchange or deferrals granted, if the Customer fails to comply with the contractual terms of payment or if BHS CORRUGATED becomes aware of circumstances that are suitable to reduce the creditworthiness of the Customer.
- 5.5 In the event of force majeure, such as but without limitation to
- an officially determined pandemic having direct effect on the fulfillment of contractual obligations of BHS CORRUGATED or a plant interruption not caused by BHS CORRUGATED, riots, delay of subcontractor's performance beyond the control of BHS CORRUGATED as well as
- in the case of substantial legal or administrative measures as for example punitive tariffs which increase 10 % of the contract price for the Product or other substantial non-tariff barriers as for example approval requirements for Products which increase 10 % of the own costs of BHS CORRUGATED for the distribution of a Product or any other events that BHS CORRUGATED cannot prevent,
- which were not known at the time of the conclusion of the Contract respectively order confirmation, BHS CORRUGATED shall be entitled either to postpone delivery for the duration of the impediment plus, from case to case, as reasonable restarting time or
- to withdraw from the Contract if a performance of the Contract cannot be reasonably expected.
6. **Claims arising from any poor performance of services, a defect in rent or work, (hereinafter "Warranty")**
- The services of BHS CORRUGATED can be assigned to different types of contract according to the German Civil Code (BGB) and can therefore also be subject to different warranty systems.
- As such, the legal consequences of a contract withdrawal for possible works or a termination due to defects in services and/or rental of hardware are uniformly legally constructed in these Remote Services Terms and Conditions/BHS Corrugated for all contractual performances under the legal consequences as a "termination of contract".
- 6.1 If services of BHS CORRUGATED are faulty or incomplete, BHS CORRUGATED undertakes to eliminate the faults free of charge or to subsequently provide the complete service. If this is not possible because the service is related to a particular occasion and cannot be provided subsequently, BHS CORRUGATED undertakes to take all necessary organizational and technical measures to avoid a repetition of the type of fault in the service or service omitted. Should poor performances of services by BHS CORRUGATED be repeated, the Customer is entitled to terminate this Contract. This requires the Customer to have notified BHS CORRUGATED unsuccessfully in writing in advance, threatening the assertion of statutory claims, with a reasonable period of notice on a case-by-case basis for BHS CORRUGATED to eliminate the cause for the warning of the Customer error or omission.
- 6.2 Any claims arising from poor services shall become time barred 12 months after the performance of the related service. This limitation in time shall not apply if the cause of a claim is due to intent, bad faith or gross negligence of BHS CORRUGATED and in the case of liability under the Product Liability Act or liability for injury to life, limb and health.
- 6.3 Work with machine/installation data at the site of the Customer can only be as good as the quality of the data. It is the responsibility of the Customer to ensure that the machine/installation is operated in accordance with the operating instructions and that the Customer or third parties do not make any changes or additions to or interfere with the machine/installation without informing BHS CORRUGATED in advance. Insofar as the Customer does not guarantee this without exception, BHS CORRUGATED cannot assume any responsibility for the correctness of the evaluations when collecting and analyzing data on the occasion of Remote Services, since external influences can occur that cannot be taken into account by BHS CORRUGATED due to lack of knowledge.
- 6.4 For equipment rental or other objects of rent, BHS CORRUGATED will eliminate defects or, if reasonable for the Customer, bypass them. If BHS CORRUGATED fails several times to eliminate or bypass defects in the rental equipment or applications made available for use, the Customer is entitled to terminate this Contract. Termination also covers the service components of Remote Services/BHS Corrugated that are of a service or work contract nature (Section 6.1 above and 6.5 below).

- 6.5 In the case of a work performance the warranty period shall be 12 months after putting into operation. The exemptions hereof in Clause 6.2 shall apply accordingly. The Customer may first demand supplementary performance, which BHS CORRUGATED can provide at its discretion by eliminating the defect or providing a defect-free product/software. With software, a workaround is sufficient as far as this does not affect the functionality of the software. If a workaround does not resolve the problem within a reasonable period of time, BHS CORRUGATED shall be entitled to undertake a second attempt to eliminate the defect within a reasonable period of time. If an elimination of a defect is not successful and no workaround reasonable for the Customer is provided, the Customer has the right to terminate this Contract. Termination also covers the performance components of Remote Services/BHS Corrugated that are of a rental and/or service performance nature (Section 6.1 and Section 6.4 above).
- 6.6 A claim for damages due to poor performance or a defect requires that BHS CORRUGATED can be accused of intent or gross negligence as the cause. Moreover, the liability regulation in Section 7 of these Remote Services Terms and Conditions/BHS Corrugated also applies.
- 6.7 On the occasion of Warranty work the Customer shall provide BHS CORRUGATED with staff and the ability to access the VSE computer or the computer(s) for Remote Services/BHS Corrugated free of charge and to the necessary extent, as well as to machines or the system and their sensor technology to enable repair work. Any necessary lifting tools and personnel will be provided by the Customer in a timely and appropriate manner free of charge.
- 6.8 BHS CORRUGATED may withhold the elimination of defects and omissions as long as the Customer does not fulfill its obligations to cooperate.
- 6.9 The Customer agrees to a proper notification of defects that allows BHS CORRUGATED to begin targeted repair work. The Customer shall provide BHS CORRUGATED with the information available to it about the defect and assist free of charge and to a reasonable extent with the elimination of defects.
- 6.10 If, during work to eliminate defects or omissions, the cause of the defect is found to be the responsibility of the Customer, BHS CORRUGATED may charge

its usual remuneration for the services provided.

- 6.11 If any defect should be fraudulently concealed by BHS CORRUGATED or in case an express guarantee for a specific characteristic was agreed on with the Customer the limitations of warranty in clauses 6.2, 6.5 and 6.6 above shall not apply. Instead the applicable statutory regulations shall apply.

7. Liability

- 7.1 BHS CORRUGATED, its board members and officers, employees and contractors are liable in the event of culpable violation of contractual and pre-contractual obligations, in tort and for any other legal reason not separately regulated in these Remote Services Terms and Conditions/BHS Corrugated, limited to cases of intent and gross negligence.

In the event of impossibility and inability of performance or in the case of culpable violation of an Essential Contractual Obligation (vertragswesentliche Pflichten), BHS CORRUGATED shall be liable to the exclusion of cases of the slightest negligence. Essential Contractual Obligations are those which entail mutual obligations and the infringement of which jeopardizes the achievement of the purpose of the contract and the fulfillment of which makes the proper execution and fulfillment of the contract only possible and on which the customer can therefore rely. In cases of gross or simple negligence BHS CORRUGATED's liability under this Clause 7.1 subsection 2 shall be limited to such damages, which could have been foreseen by BHS CORRUGATED at the date of its contract signature, by applying the due care of a prudent businessman, as potential result of a culpable violation of essential contractual obligations.

The provisions on liability for damages in the case of poor performance in Section 6. of these Remote Services Terms and Conditions/BHS CORRUGATED in Section 7 subsections 1 and 2 take precedent.

- 7.2 BHS CORRUGATED is only liable for indirect damages, loss of production and loss of profit in cases of intent or gross negligence.
- 7.3 The liability of BHS CORRUGATED under the Product Liability Act as well as for life, limb and health shall always remain unlimited in its legal scope.

8. Term and termination of a Remote Service Contract

Remote Service Contracts shall have the term agreed in each respective Contract and are automatically extended by one year unless otherwise agreed in writing, should the Contract not be terminated in writing by the Customer or BHS CORRUGATED subject to a period of notice of three months to the end of the contract year.

Both the Customer and BHS CORRUGATED have the right to terminate the Contract prematurely for good cause. Good cause is deemed present in particular if the Customer repeatedly fails to meet its payment obligations in a timely manner, BHS CORRUGATED's performances are obstructed by the Customer, or if the Customer does not meet or does not meet to the necessary extent its obligations of confidentiality or access protection vis-a-vis unauthorized third parties in Sections 3.6, 3.7 and 10 of these Remote Service Terms and Conditions/BHS Corrugated despite being reminded to do so.

9 (Re) Export, Embargo

- 9.1 Both parties warrant that they comply with all laws and regulations regarding the (Re) Export of the Products and/or parts thereof applicable in Germany, the European Union, the country at the place of business of the Customer, and/or the site of installation of the Product or of an Involved Third Country. "Involved Third Country" in shall mean for the purposes of this Clause a country of origin of a Product or parts therefrom which may impose restrictions on either party concerning exports as e.g. the US Commerce Control List.
- 9.2 The same shall apply to state embargo restrictions which effects the Product or parts thereof.
- 9.3 If BHS CORRUGATED fails to deliver the Product or parts thereof due to reasons mentioned in Clauses 9.1 or 9.2 above, this shall be treated as a force majeure event under Clause 5.5 above.
- 9.4 Should the Customer breach his obligations under Clauses 9.1 and 9.2 above, the Customer shall indemnify BHS CORRUGATED from all liabilities towards any third party, and shall compensate BHS CORRUGATED all costs of the necessary legal defense.

10. Confidentiality

- 10.1 BHS CORRUGATED information, cf. Section 3.6 and access options, see Section 3.7 of these Remote Services Terms and Conditions/BHS Corrugated, as well as all data and information otherwise provided by BHS CORRUGATED, may not be made available to third parties unless they are clearly intended for other persons aside from the Customer, as far as this is not required as part of the intended use of Remote Services/BHS Corrugated by the Customer. For the purposes of this section, "third parties" are natural persons or legal entities that are not the Customer's Members of Board of directors, officers or employees, as well as such contractors of the Customer who fail to commit themselves in writing to comply with the confidentiality provisions in Section 3.6, access protection (Section 3.7 and confidentiality (Section 10) in these Remote Service Terms and Conditions/BHS Corrugated.
- 10.2 In the event of a breach of these confidentiality obligations in Section 10.1 by a person assignable to the Customer (board members, officers, employees and contractors) the Customer undertakes to pay a penalty in the amount of 5,000 € per infringement subject to further claims for damages. At the request of BHS CORRUGATED, the Customer shall provide complete information about the manner in which the BHS CORRUGATED Information is used and/or about the access by or via the Customer to the information, and in particular about any contractor of the Customer who violates these obligations.
- 10.3 BHS CORRUGATED undertakes with respect to the Customer not to transfer to third parties any non-anonymized data (personal and machine and production data) of which it gains knowledge on the occasion of Remote Services to the Customer. The same applies to the results of evaluations of data for the Customer.
- 10.4 BHS CORRUGATED may use the data of the Customer to whom it has access via Remote Services anonymously only for its own business purposes.
- As far as also personal data are concerned the indication of data protection in clause 4.3 above is pertained.
- ## **11. Miscellaneous**
- 11.1 The contracting parties are not entitled to transfer the Contract as such without the prior written consent of the other party or

to transfer or assign individual rights or claims therefrom to third parties.

- 11.2 The Customer is only entitled to declare a set-off or to assert a right of retention, including a commercial right of retention, if the claim in question is undisputed or has been legally established by a court of law.
- 11.3 Should any of the above provisions of these Remote Services Terms and Conditions/BHS Corrugated be or become invalid, this shall not affect the validity of the remainder of the Contract. The parties shall replace an ineffective provision by one that comes as close as possible to the economic purpose pursued. The same applies in the case of the existence of a loophole.
- 11.4 The law of the Federal Republic of Germany shall apply. In the case of contradictions between the German and a foreign-language version of the Contract,

the German-language version shall prevail in cases of doubt.

- 11.5 The place of performance for payment claims of BHS CORRUGATED arising from this Contract is at the registered office 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 for legal proceedings against Customers shall be the registered office of BHS CORRUGATED, at the discretion of BHS CORRUGATED (see Section 1.1) or another legal place of jurisdiction, and, in the event of legal proceedings by the Customer against BHS CORRUGATED, it shall be the registered office of BHS CORRUGATED in Section 1.1. This jurisdiction agreement applies only to merchants within the meaning of commercial law.