

1. Terms of use

1.1 The following terms of use shall apply to the use of the provision of services against payment by ARBURG GmbH + Co KG, Arthur-Hehl-Strasse, 72290 Lossburg ("ARBURG") and – where applicable – the respective local affiliated company (subsidiary) – relating to the ARBURG host computer system installed at the customer's premises.

1.2 These terms of use apply only to companies as well as to legal entities under public law or special funds under public law. They do not apply to consumers.

1.3 The subject of these terms of use is the provision of services by ARBURG in return for payment relating to the ARBURG host computer system installed at the customer's premises, which can be identified specifically and by means of a serial number – hereinafter referred to as "ALS software" or "software".

1.4 In addition to these terms of use, the provisions set out in the General Terms and Conditions for Service and Spare Parts that can be accessed online at https://www.arburg.com/media/daten/terms/Terms_and_Conditions_Service_en_DE.pdf shall apply.

1.5 Conflicting terms and conditions of the customer not contained in these terms of use shall not be accepted, even if ARBURG unconditionally provides deliveries or services to the customer in the knowledge of such terms and conditions.

1.6 Product descriptions, representations, test programs, etc. are descriptions of services but not guarantees. Customary deviations are permissible insofar as the contractually envisaged purpose is not significantly impaired.

2. Scope of services

2.1 The customer shall receive the following services from ARBURG until termination in accordance with clause 7.2:

a) Supply of the respective release version of the software (update service). The update service serves the continuous improvement and elimination of any errors in the software supplied. Within the scope of the update service, the customer receives all new features and extensions of the software, provided that they are part of the standard scope of delivery or the scope of software purchased by the customer and provided that the customer has kept the software up to date. Major updates (major version changes, e.g. to adapt to new operating system versions, fundamentally new functions, etc.) are included in the scope of services. Release notes can be accessed in the arburgXworld customer portal via the ALS system. Release updates are carried out exclusively on request and in coordination with the customer, provided that it is not a matter of an acute troubleshooting measure. Acute troubleshooting measures include, in particular, all interventions that are carried out within the scope of the hotline service in accordance with the following point b).

b) Consulting and support services by telephone in connection with the functions of the ARBURG host computer system as well as troubleshooting acute technical problems that occur during the proper use of the ARBURG host computer system (hotline service). The hotline service is generally limited to a 15-minute telephone call in each case. The support service requires basic knowledge and is not a substitute for training.

An initial response to service requests from the hotline established under these terms of use shall be made no later than the next working day following the request.

c) Replacement of damaged software data storage devices.

2.2 Troubleshooting within the scope of these terms of use includes localisation of the error cause, error diagnosis as well as services aimed

at rectifying the error. ARBURG accepts no responsibility for the rectification of the error. ARBURG also assumes no warranty or guarantee for the permanent functionality of the ARBURG host computer system. The customer is in particular responsible for checking and providing the technical requirements for the functionality of the ARBURG host computer system. Error handling services can also be provided, at ARBURG's discretion, by means of a workaround, update or upgrade delivery and, upon agreement with the customer, also by delivery of a new version.

2.3 Insofar as ARBURG provides the customer with computer programs (in particular updates) or other items protected by copyright on the basis of these terms of use, these computer programs and the rights of use granted to the customer in respect thereof shall be subject to the licence agreement for the ARBURG host computer system, provided that a licence agreement has been concluded between the parties.

2.4 The services of this user agreement do not include:

- a) Services for programs that are not part of the ARBURG host computer system.
- b) Services for programs that are not used in accordance with the specified operating conditions.
- c) Services for programs that have been modified by programming work not carried out by ARBURG.
- d) Services outside the agreed on-call support hours.
- e) Services for program parts the functioning of which depends on other data processing programs.
- f) Services for programs if updates provided by ARBURG have not been installed and the reported error was already corrected in the updates.
- g) Services at the installation site.
- h) The price does not include services which become necessary due to non-compliance with the operating instructions contained in the application documentation of the ARBURG host computer system, or due to other forms of incorrect operation, or due to at least negligent damage or modification of the data processing programs or the data storage devices on which they are stored. Such service work will be charged according to the time spent on basis of the fee table (clause 1.4).
- i) Commissioning of the ARBURG host computer system and updates.
- j) Training courses on the use and installation of the ARBURG host computer system and updates.
- k) Services if the software is not up to date.

3. Cooperation duties

3.1 If the customer makes use of the services provided by ARBURG, the customer is obliged to make data back-ups regularly with the diligence of a prudent businessperson. In particular, the customer shall make a complete data back-up of all system and application data prior to any installation (in particular of updates) or other interventions by ARBURG. The data back-ups shall be stored in such a way that the data can be restored at any time. ARBURG accepts no liability for damage resulting from inadequate data storage.

3.2 Before reporting an error, the customer is obliged to carry out an analysis of the system environment within the scope of their possibilities in order to ensure that the error is not due to system components which are not covered by these terms of use. In addition, the customer must observe the application documentation pertaining to the ARBURG host computer system as well as any instructions provided by ARBURG before reporting the error.

3.3 The customer is obliged to install the updates provided by ARBURG or to take other measures to rectify errors immediately. If the customer does not keep the software up to date with the updates provided,

ARBURG shall no longer be able to provide services (clause 2.4 I)).

3.4 It is the responsibility of the customer to view the release notes available online on a regular basis in order to learn about new updates. ARBURG is not obliged to inform the customer of new updates.

3.5 The customer is obliged to grant ARBURG permanent remote access to the ALS server, but no later than from the time at which the customer reports a problem. Remote access must be maintained permanently until the reported problem has been completely rectified.

3.6 The customer is obliged to provide the resources listed in the "System requirements (ALS)" in sufficient quantity at all times. The customer is particularly responsible for continuously monitoring these resources. Furthermore, the customer must provide a reliable operational concept for the server. This includes, among other things, the proper shutdown of the server when required and the prior stopping of the ALS application. In the event of non-compliance with this obligation, ARBURG shall not be liable for any resulting damage or potential loss of data.

4. Fee

4.1 For the provision of services to the customer in accordance with clause 2, the customer must pay the corresponding service fees at the beginning of each contract year (subject to a price adjustment in accordance with clause 4.3 below). Any services beyond the agreed services shall be remunerated separately by the customer.

4.2 Unless expressly agreed otherwise, all amounts are net amounts, i.e. excluding statutory VAT. Invoices are due for payment without deduction within 14 days of the invoice date.

4.3 ARBURG reserves the right to make annual price adjustments at the beginning of a new contract year in the exercise of reasonable discretion. In the event of price adjustments, the customer shall be sent a current fee table before the start of the new contract year. In the event of a price increase compared to the prices of the previous year, the customer has the right to terminate the contract at the time the price increase takes effect (special right of termination). The special right of termination expires 30 days after receipt of the notification of the price adjustment. The special right of termination does not apply if the customer books additional modules / services resulting in a price adjustment. These price adjustments shall be invoiced for the current contract year immediately upon provision of the additional modules / services.

5. Warranty

5.1 Insofar as updates, upgrades, new program versions or other objects of purchase or services are delivered or provided to the customer within the scope of these terms of use, ARBURG warrants the agreed quality (in accordance with clause 5.7) with regard to the innovations contained therein, which do not constitute mere error correction, and that the customer can use the software without infringing the rights of third parties. Claims for defects do not exist in the case of an insignificant deviation from the agreed or assumed quality and in the case of only insignificant impairment of the usability. Product descriptions do not constitute a guarantee without a separate written agreement.

5.2 In the event of a defect, the customer may demand, at the discretion of ARBURG, either the rectification of the defect (subsequent improvement) or the delivery of a defect-free item (replacement delivery) or new production or replacement service. If the customer has set ARBURG a further reasonable period of grace after an initial deadline has expired without result and this period of grace has also expired

without result, or if two attempts at reworking, replacement delivery or replacement performance have been unsuccessful, the customer may, at its discretion and subject to the statutory provisions, terminate the contract or reduce the purchase price and demand compensation for damages or expenses. Subsequent performance may also be effected by provision or installation of a new program version or a workaround. If the defect does not impair the functionality or does so only insignificantly, ARBURG shall be entitled, to the exclusion of further claims for defects, to remedy the defect by supplying a new version or an update within the scope of its version, update and upgrade planning. In the event of defects of title, ARBURG shall, at its own discretion, take lawful measures to remove the rights of third parties which impair the contractual use of the software or their assertion and thus provide the customer with a legally unobjectionable possibility of using the software or modify or replace it in such way that no rights of third parties are infringed, if and to the extent that this does not significantly impair the owed functionality of the software. ARBURG shall reimburse the customer for any necessary reimbursable costs of legal action. If third parties assert rights to the software, ARBURG shall do everything in its power to defend the software against the asserted rights of third parties at its own expense. The customer shall immediately notify ARBURG in text form of the assertion of such third-party rights and grant ARBURG all powers and authorities required to defend the software against the asserted third-party rights. If this indemnification with regard to the defects of title fails within a reasonable grace period set by the customer, the customer shall be entitled, at its discretion and subject to the statutory requirements, to terminate the contract or to reduce payment and claim damages.

5.3 The customer is obliged to report defects in text form by means of a comprehensible description of the error symptoms, as far as possible proven by written records, hard copies or other documentation illustrating the defects. The notice of defects shall enable the reproduction of the defect. Statutory obligations of the customer to examine and notify defects shall remain unaffected. The customer is obliged to immediately inspect the delivered items for any transport damage or other external defects, secure the relevant evidence and assign any claims for compensation to ARBURG, handing over the documents.

5.4 If the customer or a third party makes modifications or extensions to the supplied updates, upgrades or new versions, the customer's claims for defects shall be void, unless the customer proves that the modification or extension is not the cause of the defect. ARBURG shall also not be liable for defects that are the result of improper operation as well as operating conditions or the use of unsuitable operating materials by the customer.

5.5 ARBURG may refuse supplementary performance if and as long as the customer is in arrears with the agreed payment.

5.6 If the defect is based on the defectiveness of a supplier's product and if the supplier is not acting as a vicarious agent of ARBURG, but ARBURG merely passes on an external product to the customer, the customer's claims for defects are initially limited to the assignment of ARBURG's claims for defects against its supplier. This does not apply if the defect is due to improper handling of the supplier's product for which ARBURG is responsible. If the customer is unable to assert its claims for defects against the supplier out of court, the subsidiary liability of ARBURG for claims for defects shall remain unaffected.

5.7 Claims for defects are subject to a limitation period of 12 months. The period shall commence with the delivery of the update, upgrade or the new program version.

5.8 ARBURG shall only be liable for damages due to the defectiveness of the delivery item or for consequential damages caused by a defect within the limits specified in clause 6.

6. Disclaimer of liability

6.1 ARBURG shall be liable according to the provisions of the product liability act as well as in cases of culpable inability or culpable impossibility of performance. Furthermore, ARBURG shall be liable for damages in accordance with the statutory provisions in cases of intent, gross negligence, the assumption of a guarantee and in the event of injury to life, limb or health for which ARBURG is responsible. If ARBURG breaches a fundamental obligation (so-called cardinal duty) with simple negligence, i.e. an obligation the fulfilment of which makes the proper implementation of the terms of use possible in the first place and on the observance of which the customer may regularly rely, ARBURG's obligation to indemnify shall be limited to the typical, foreseeable damage. In all other cases of liability, claims for compensation due to the breach of an obligation arising from the contractual obligation and due to a tortious act are excluded, so that ARBURG shall not be liable for lost profits or other financial losses of the customer in this respect.

6.2 To the extent that ARBURG's liability is excluded or limited because of the above provisions, this shall also apply to the personal liability of ARBURG's employees, representatives and agents.

7. Term and termination

7.1 The terms of use apply without time limit unless a term is agreed.

7.2 If a term is agreed, it shall be automatically extended by a further year in each case if it is not terminated with a notice period of 3 months to the end of the term. Any termination must be at least in the written form.

7.3 The right to termination for cause shall remain unaffected.

8. Non-disclosure

8.1 Both parties mutually undertake to keep know-how and company secrets which become known to them about each other during the execution of these terms of use and all know-how which is not generally known secret from third parties and to oblige their employees accordingly.

8.2 This obligation to maintain confidentiality shall continue for a period of 2 years after termination of the terms of use.

9. Use of data and data protection

9.1 ARBURG hereby informs the customer that personal data will be stored by ARBURG in computerised form and processed for the purpose of contract fulfilment for as long as and to the extent necessary for business purposes and in accordance with the General Data Protection Regulation. The legal basis for the storage of the data is Article 6 (1) b) GDPR.

9.2 The controller pursuant to Article 4 (7) GDPR is ARBURG GmbH + Co KG, Arthur-Hehl-Strasse, 72290 Lossburg, Germany, e-mail: contact@arburg.com, telephone: +49 7446 33-0, (see our legal notice). You can contact the ARBURG data protection officer at the e-mail address datenschutzbeauftragter@arburg.com or using the postal address above, adding "For the attention of the data protection officer".

9.3 Further information on the processing of personal data by ARBURG, including your rights, can be found at <https://www.arburg.com/en/data-protection/>.

10. Final provisions

10.1 All legal provisions between ARBURG and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the application of the provisions on the international sale of goods (CSIG, UN convention on contracts for the international sales of goods).

10.2 The place of jurisdiction and place of performance for all rights and obligations of the parties arising from these terms of use from transactions of any kind – including disputes relating to bills of exchange and cheques – shall be Freudenstadt (Federal Republic of Germany). However, ARBURG shall also be entitled to sue the customer at the customer's general place of jurisdiction.

10.3 Should any of the above provisions be or become invalid or infeasible, this shall not affect the validity of the remaining provisions. In this case, the invalid or infeasible provision shall be replaced by a valid and feasible provision which comes as close as possible to the objectives pursued by the invalid or infeasible provision. The same applies to the closing of any gaps in these terms of use.