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General Terms and Conditions

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General Conditions of Service

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1 Scope of Application, Form

- 1.1 These General Conditions of Service ("GCS") shall apply to all business relationships between the companies of the Lenze Group and their customers ("Customers"). These GCS only apply if the Customer is an entrepreneur, a legal entity under public law or a special fund under public law, as defined in Section 14 German Civil Code (Bürgerliches Gesetzbuch).
- 1.2 All services provided by the companies of the Lenze Group (hereinafter referred to as: "Lenze"), such as repairs, modifications, overhauls, commissioning, programming, phone consultation, maintenance and repair work, upgrading of machines and systems, replacement of equipment – to the extent they are not already a service component of a purchase agreement or a licensing agreement between Lenze and the Customer – shall be rendered exclusively on the basis of these GCS. These form an integral part of any and all agreements concluded by Lenze with the Customer in respect of services. Unless otherwise agreed, the GCS in the version valid at the time of engagement or at any rate, in the version most recently communicated to the Customer in text form, shall apply, without Lenze needing to reference them in each individual case.
- 1.3 These GCS shall apply exclusively. Terms and conditions of customers or third parties shall not apply, even if Lenze does not expressly contradict their applicability in the individual case. Even if Lenze refers to a letter containing terms and conditions of the Customer or a third party or references them, this shall not constitute consent to the validity of those terms and conditions. Deviating, contradictory or supplementary General Business Terms and Conditions of the Customer shall only become an integral part of the Agreement to the extent that Lenze has expressly consented to their validity. This consent requirement applies in any case, even if Lenze renders the services without objection in knowledge of the general terms and conditions.
- 1.4 Individual agreements made with the Customer in individual instances (including ancillary agreements, supplements and amendments) shall in any case take precedence over these GCS. Subject to proof to the contrary, a written contract or Lenze's written confirmation shall be decisive for the content of such agreements.
- 1.5 Legally relevant declarations and notifications by the parties with regard to the Agreement (e.g. setting of deadlines) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the individual making the declaration, shall remain unaffected.
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GCS.
- 1.7 The Customer shall be notified in writing of changes to the GCS in case of framework agreements and continuing obligations. They shall be deemed approved if the Customer does not object in writing within one month after receipt of the notification. Lenze will make special reference to this consequence when making the announcement. This does not apply to material contractual obligations. Material contractual obligations are the types of obligations that make an orderly execution of

the Agreement possible and on whose compliance the contractual parties can regularly rely.

2 Conclusion of the Agreement

- 2.1 Offers made by Lenze are subject to change and are non-binding. This shall also apply if catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which Lenze reserves ownership rights and copyrights are provided to the Customer. An Agreement shall be concluded after receipt of the order with the written order confirmation from Lenze.

When the Customer sends equipment for repair, Lenze shall send an offer to the Customer. With acceptance by the Customer, an Agreement shall be concluded without any further order confirmation by Lenze.

- 2.2 Conclusions of contracts, orders and delivery schedules as well as their amendments and supplements must be made in writing. Communication thereof by fax or e-mail shall suffice in respect of compliance with the written form requirement.
- 2.3 If the item for which the service is provided ("subject of performance") is not supplied by Lenze, the Customer shall draw attention to any existing industrial property rights of third parties with regard to the subject of performance. The Customer shall indemnify Lenze against any and all claims which might be asserted by third parties against Lenze on the basis of such industrial property rights.
- 2.4 If, as a result of the service to be provided by Lenze, in particular as a result of modifications, extensions, updates, etc., the respective country-specific operating permit is impaired on a plant or machine, the Customer shall be obliged to carry out the necessary measures or have them carried out in order to regain the respective operating permit. The Customer shall bear the responsibility and the costs for such measures.
- 2.5 The replacement and/or modification of individual components or pieces of equipment in machines and systems which are marked with CE in accordance with the Machinery Directive 2006/42/EC or the Low Voltage Directive 2006/95/EC, as amended, may result in the need to verify whether all safety-related requirements and conditions continue to be met. The Customer is responsible for this verification and, if necessary, restoration of conformity. Any assumption of this responsibility by Lenze may only be made on the basis of an express written agreement in which the responsibilities to be assumed by Lenze are specifically defined.
- 2.6 Unless expressly agreed otherwise in writing, Lenze shall not provide any services in the field of functional safety. The Customer shall be responsible for observing and complying with the standards and regulations in the field of functional safety that are relevant to the subject of performance.
- 2.7 The Customer is obliged to comply with all applicable national and international export control and sanctions regulations, in particular those of the United Nations, the European Union, Germany and the United States. In addition, the supply of listed dual-use products is strictly limited to imports for free circulation into the Customer's jurisdiction. Imports into free trade zones or free warehouses are strictly

prohibited. This obligation only applies as far as it does not lead to a violation of EU or German blocking regulations.

3 Prices and Estimates

- 3.1 Unless otherwise agreed, the services shall be invoiced on the basis of the time and materials incurred. The respective valid price list of Lenze applies. The above shall also apply if a circumstance has been declared by the Customer as a warranty case concerning a Lenze product, but in fact there is no warranty incident.
- 3.2 If a cost estimate with binding price estimates is desired prior to service performance, this must be expressly requested by the Customer. Such a cost estimate shall only be binding if it is submitted in writing and its binding nature is indicated in writing. It is to be remunerated. The services rendered for the purpose of submitting the cost estimate shall not be charged to the Customer, to the extent they can be utilized in the performance of the service.
- 3.3 The services rendered for the purpose of submitting a cost estimate and other expenses incurred and to be substantiated (error location time equals working time) shall be invoiced to the Customer if the service cannot be performed for reasons for which Lenze is not responsible, in particular because
 - the defect subject to the complaint did not occur during the inspection,
 - spare parts cannot be obtained,
 - the Customer has culpably missed the agreed deadline,
 - the Agreement has been terminated during its execution.

The subject of performance need only be restored to its original condition at the express request of the Customer in exchange for reimbursement of the costs, unless the work performed was not necessary.

4 Payment

- 4.1 Lenze shall be entitled to demand a reasonable advance payment upon conclusion of the Agreement.
- 4.2 When invoicing the service, the prices for parts used, materials and special services as well as the prices for labour services, provisioning, travel and transport costs shall be shown separately in each case on the basis of a performance record listing which services (labour time/ activities/ materials, travel time, etc.) were provided. If the service is performed on the basis of a binding cost estimate, it shall be sufficient to refer to the cost estimate, whereby only deviations in the scope of services are to be listed separately.

Lenze reserves the right to invoice the services and travel expenses incurred on a monthly basis if the service is provided over a period of more than one month.
- 4.3 Value-added tax shall be charged additionally to the Customer at the respective statutory rate.

- 4.4 Payment shall be made immediately after handover or transmittal of the invoice without discount.
- 4.5 The Customer shall be entitled to set-off and to assert a right of retention only with regard to undisputed or judicially determined claims.
- 4.6 If, after the order confirmation has been sent, Lenze becomes aware of a material deterioration in the Customer's financial circumstances, its claims accruing up to that time shall become due immediately. In addition, Lenze shall be entitled to perform outstanding deliveries and services, even in deviation from the order confirmation, only against advance payment and to withdraw from the Agreement after a reasonable grace period, unless the Customer provides security. The same shall apply in case of non-compliance with the terms of payment, even if their non-compliance involves other orders from the mutual business relationship.

5 Remote / Phone Support

- 5.1 If the Customer orders remote/ phone support services, he will be invited to phone and/or online conference as part of the support service to be performed. Within the scope of an online conference, the Customer may share his screen on his own responsibility, activate a web cam connected to the Customer's computer for video transmission, and use the chat mode or the internet phone function. If control of the Customer's computer is to be granted to the Lenze support employee in order to carry out support services, the handover is actively initiated by the Customer. The Customer has the option of terminating the granting of control at any time.
- 5.2 If Lenze determines by means of remote diagnosis – i.e. by phone or online conference – any faults or other defects within the machine or in software developed by Lenze which require action, Lenze shall support the Customer in repair and maintenance to the extent possible, using the telecommunication means at its disposal.
- 5.3 If the system or the software cannot be repaired or cannot be repaired completely by means of telecommunication (remote or phone support), Lenze shall inform the Customer of this. At the Customer's request and expense, Lenze shall provide further maintenance and repair measures or propose further maintenance and repair measures to the Customer by means of which the proper operation of the system or the software can be established and shall support the Customer in carrying out the proposed measures. A separate agreement shall be concluded in this regard..
- 5.4 The Customer shall ensure the operational and traffic safety of its computers, other IT infrastructure and any equipment and machines connected thereto. In particular, he must ensure that no persons are present in the danger zone of a system or machine to be controlled via his computer during remote support and that this system or machine can be switched off at any time by means of an emergency stop switch.
- 5.5 Each party shall be responsible on its own side for maintaining and operating the necessary data connection. The Customer shall obtain a data connection on his own behalf and at his own expense and shall ensure that this connection is available to Lenze for the contractual services. The Customer shall bear the costs of the data

connection and the costs for the individual transmission processes. The Customer shall further be responsible for ensuring that the data connection for the planned communication via phone or online conference is sufficient and, in particular, has the necessary bandwidth.

- 5.6 If the data connection is disrupted and Lenze cannot receive data or can only receive data inadequately, Lenze shall be released from the performance of the Agreement. This shall also apply if the data quality does not allow Lenze to render the services. In this case, Lenze shall inform the Customer of any identifiable malfunction of the data connection.
- 5.7 Remote support is based on an SSL secured connection, and special software is required to establish the connection. Before inviting remote support, the Customer will be informed about the technical requirements of remote support. The Customer is responsible for ensuring that these technical requirements for remote support are met on his side. Furthermore, the Customer is responsible for ensuring that access and control of the equipment and machines used by him is also possible using the remote support.
- 5.8 Information that becomes known in the course of remote support work will only be used by Lenze for remote support purposes. The responsibility for the protection of personal data of the Customer's employees and customers as well as the Customer's business secrets remains solely with the Customer. The Customer warrants that no personal data will become known to Lenze within the scope of remote support. In this context, the Customer shall take such safety precautions as may be necessary to ensure that the above obligations and assurances are complied with. Due to the lack of access to personal data, Lenze's activities do not qualify as contract data processing.
- 5.9 Lenze points out that remote services serve exclusively to support the Customer's employees on site. Within the scope of the remote support, Lenze shall exclusively render support by providing recommendations for concrete measures that are to be taken or implemented by employees of the Customer. To the extent Lenze employees implement the recommendations themselves using remote support, the implementation shall always be carried out only for the Customer and in agreement with the Customer. The Customer remains responsible for all actions taken through his computer. In particular, the Customer is obliged to evaluate all recommendations and activities of Lenze in terms of their suitability and usefulness, also taking into account any risks. Under no circumstances may the decision about a specific activity or an individual activity be left to Lenze employees or a recommendation from Lenze be adopted without being checked.
- 5.10 When providing remote services, Lenze assumes that the following assumptions always apply. In this respect, the Customer guarantees the following circumstances at the time of the respective provision of the remote services:
 - a) Immediately prior to the commencement of the remote services, all data that may be affected within the scope of the remote services shall have been backed up by the Customer.
 - b) Access to and knowledge of personal data by Lenze is excluded in the course of remote services.

- c) All machines and systems that can be accessed within the scope of the remote services are not in productive use during the remote services. All software systems that can be accessed as part of the remote services are exclusively test systems. If, at the express request of the Customer, a software system in productive use is nevertheless accessed, the responsibility for errors lies exclusively with the Customer.
- d) No persons are standing in the vicinity of machines and systems that can be controlled via the Customer's computer; even in the event of malfunctions and incorrect operation, there is no danger to persons.
- e) If there are objects in the vicinity of machines and systems, these are exclusively test materials whose damage or destruction is taken into account.
- f) Employees of the Customer shall continuously monitor every activity of Lenze that is performed within the scope of the remote services; in the event of risks and concerns, the remote services shall be interrupted immediately.

5.11 The parties agree that a one hundred percent security of the data transmission cannot be guaranteed for the remote support. Therefore, the Customer will perform sufficient data backup and protect sensitive data from access via the remote support facilities. Liability for data loss shall be limited to the typical recovery costs that would have been incurred if back-up copies had been made regularly and in accordance with the risk.

5.12 If, contrary to the above provisions, remote services are to be provided by Lenze involving systems in productive use at the initiation of the Customer and with the knowledge of Lenze, this shall be done exclusively at the risk of the Customer. The Customer shall place Lenze in such a position as if the remote services were exclusively related to non-productive systems; the liability provisions in accordance with Section 13 of these GCS shall remain unaffected.

6 Participation and Technical Assistance of the Customer with Services

6.1 The Customer shall support Lenze's service personnel in carrying out the service operation at his own expense.

6.2 The Customer shall provide Lenze with all the information and documents required for the proper provision of the service in due time prior to the beginning of work. He has to provide timely information about the necessity of certain security checks or requirements (e.g. airport, nuclear power plant, head for heights, etc.). When rendering services abroad, the Customer has to point out necessary travel formalities (visa, invitations, etc.). In the event of official travel warnings, Lenze reserves the right to withdraw from the Agreement.

6.3 The Customer shall inform Lenze of all relevant interfaces (hardware and software) which Lenze must observe when providing the services. This applies in particular in

the case of the provision of programming services on data processing systems of the Customer.

- 6.4 To the extent the services are provided outside Lenze's works, the Customer shall take the special measures necessary to protect persons and property at the place where the service is provided. He shall inform Lenze's service personnel of any existing special safety regulations in the written order and prior to the start of work on site, to the extent these are of importance to the service personnel. He shall notify the Lenze service management of any violations of such safety regulations by the service personnel. In case of serious violations, the Customer may, in consultation with the service management, deny the violator access to the place of performance of the service.
- 6.5 To the extent the service is provided outside Lenze's works, the Customer shall be obliged to render necessary technical assistance at his own expense, in particular
- a) providing the necessary appropriate support staff in the number required for the service operation, along with a foreman. The foreman will instruct the support staff according to Lenze's specifications. Lenze shall assume no liability for support staff. If a defect or damage has been caused by the support staff, the provisions of Section 11 and 13 shall apply accordingly.
 - b) Carrying out all necessary construction, bedding and scaffolding work, including procurement of the necessary building materials.
 - c) Provision of the necessary devices and heavy tools as well as the necessary commodities and materials.
 - d) Provision of heating, lighting, operating power, water, including the necessary connections.
 - e) Provision of necessary, dry and lockable rooms for the storage of the tools of Lenze personnel.
 - f) Protection of the place of provision of the service as well as the materials used against harmful influences of any kind, cleaning of the place of provision.
 - g) Provision of suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for Lenze personnel.
 - h) Provision of the materials and performing all other actions necessary for the adjustment of the subject of performance and for the performance of a test as provided for in the Agreement.

The Customer is not authorized to issue instructions to Lenze personnel; they are not integrated into the Customer's or end user's operations.

- 6.6 The Customer's technical assistance must ensure that the service can be started immediately after the arrival of the service personnel and carried out without delay until the service is provided. If special plans or instructions from Lenze are required, Lenze shall make them available to the Customer in due time.
- 6.7 If the Customer fails to comply with his obligations, Lenze shall be entitled, but not obliged, after setting a deadline, to carry out the actions required by the Customer in

his place and at his expense. Incidentally, Lenze's statutory rights and claims shall remain unaffected.

- 6.8 To the extent the service consists of the replacement of devices, it is the Customer's responsibility to ensure that the replacement device supplied by Lenze is functionally compatible with the machine or system in which the device to be replaced was installed. Lenze will only inform the Customer about the technical characteristics of the exchange unit but will not evaluate the full compatibility in all conceivable technical characteristics.
- 6.9 To the extent the Customer is unable to perform the aforementioned duties to cooperate himself because the performance of the service is either not performed at the Customer's premises but rather at a third party's premises (e.g. end user) or the performance of the service is performed together with a third party (e.g. the Customer's consultant), the Customer shall arrange for the third party to perform the aforementioned support services.

7 Transport and Insurance for Services at Lenze's Works

- 7.1 Unless otherwise agreed in writing, any transport of the subject of performance to and from Lenze at the Customer's request – including any packaging and loading – shall be carried out at the Customer's expense, otherwise the object of the repair shall be delivered to Lenze by the Customer at the Customer's expense and collected again by the Customer after the service has been carried out at Lenze.
- 7.2 The Customer shall bear the risk of transport.
- 7.3 At the Customer's request, the outbound and, if applicable, the return transport, shall be insured against insurable transport risks, e.g. theft, breakage, fire, at the Customer's expense.
- 7.4 There shall be no insurance cover during the performance of the services at Lenze's plant. The Customer shall be responsible for maintaining existing insurance cover for the object to be repaired, e.g. with regard to fire, tap water, storm and machine breakage insurance. Insurance cover for these risks can only be procured at the express request and expense of the Customer.
- 7.5 If the Customer delays in taking delivery of the repaired item, Lenze may charge storage fees for storage in its plant. The repair item may also be stored elsewhere as Lenze sees fit. Costs and risk of storage shall be borne by the Customer.

8 Performance Period, Delay

- 8.1 The information on the deadlines for the provision of the service is based on estimates and is therefore not binding, unless a deadline is expressly designated as binding. If shipment has been agreed, any deadlines shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

- 8.2 The Customer may only request the agreement of a binding deadline, which must be designated as binding, once the scope of the work has been precisely determined.
- 8.3 The binding deadline shall be deemed to have been met if the subject of performance is ready for acceptance by the Customer by the time it expires, or, in the case of a contractually agreed trial, for its performance.
- 8.4 In the case of additional and extension orders placed at a later date or in the case of necessary additional work, the agreed period shall be extended accordingly.

9 Force Majeure

- 9.1 In cases of force majeure, the party affected thereby shall be released from the obligation of service performance for the duration and to the extent of the impact. Force majeure is any unforeseeable and extraordinary event beyond that control of the respective party which unavoidably prevents it in whole or in part from fulfilling its contractual obligations to perform or accept, and which could not have been averted or rendered harmless even by reasonable care on the part of the party concerned. Force majeure in this sense shall include, in particular, unforeseen natural disasters, fire damage, hacker and/or cyber attacks that cannot be avoided with appropriate technical and organizational measures, attacks on critical infrastructures, industrial action (strikes and lawful lockouts), pandemics or epidemics that occur unexpectedly, and operational disruptions or official decrees for which the affected party is not responsible. Supply difficulties and other disruptions to performance on the part of Lenze's upstream suppliers shall only be deemed to be force majeure if the upstream supplier, for its part, is prevented from providing the service for which it is responsible as a result of an event in accordance with Section 9.1.
- 9.2 The affected party shall notify the other party without delay of the occurrence and end of force majeure and shall use its best efforts to remedy the force majeure and limit its impact to the greatest extent possible.
- 9.3 In the event of force majeure, the parties shall agree on the further course of action and determine whether, after its termination, the performance not rendered during this period shall be rendered. Notwithstanding the above, either party shall be entitled to withdraw from the orders affected thereby if the force majeure lasts for more than 12 weeks from the agreed date of performance. The right of each party to terminate the Agreement for good cause in the event of prolonged force majeure shall remain unaffected.

10 Retention of Title, Extended Lien

- 10.1 Lenze shall retain ownership of all accessories, spare parts and replacement units used until all payments under the Agreement have been received. Further collateral arrangements may be agreed.
- 10.2 Lenze shall be entitled to a lien on the Customer's repair item which has come into its possession on the basis of the Agreement, on account of its claim under the Agreement. The right of lien may also be asserted in respect of claims arising from

work previously performed, spare part deliveries and other services, to the extent that they relate to the repair item. Concerning other claims arising from the business relationship, the right of lien shall only apply to the extent that such claims are uncontested or legally binding.

11 Warranty Claims for Defects

- 11.1 Lenze shall assume the obligations set out in detail in the Agreement concluded with the Customer. This does not imply a warranty or guarantee that all existing damages and defects of the machine/system or software will be diagnosed and repaired by the contractual services as well as a warranty or guarantee for the functionality of the machine/system or software.
- 11.2 In the case of work services, the Customer shall be entitled to subsequent performance in the event of defects, which Lenze shall fulfil at its discretion by remedying the defect or by providing the defective work service again. The Customer shall grant the necessary time and opportunity to carry out the subsequent performance.
- 11.3 In the event of any improper modifications or repair work carried out by the Customer or third parties without the prior consent of Lenze, Lenze shall not be liable for the consequences thereof. The burden of proof for the correctness of modifications or repair work lies with the Customer. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case Lenze must be notified immediately, shall the Customer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from Lenze. Products or parts subject to complaint shall only be returned upon request by Lenze.
- 11.4 In case of deliveries of goods, the Customer's warranty claims for defects shall be subject to the condition that he has complied with his statutory obligations to examine the goods and to give notice of defects (Section 377 German Commercial Code (Handelsgesetzbuch)). In the case of products intended for installation or other further processing, an inspection must be carried out at the latest immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, Lenze must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 5 working days of delivery, and defects that cannot be detected during the inspection must be reported within the same period of time after discovery. If the Customer fails to properly inspect the goods and/or to give notice of defects, Lenze's liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.
- 11.5 In the event that the defect is remedied, Lenze shall be obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labour and material costs, unless these are increased by the fact that goods or parts have been transported to a place other than the place of performance, unless the transport is in accordance with the intended use.
- 11.6 If subsequent performance fails, the Customer shall be entitled to reduce the agreed remuneration or to withdraw from the Agreement.

- 11.7 Damage resulting from the following causes and for which Lenze is not responsible in the absence of a breach of duty shall not give rise to any claims under warranty for defects: Unsuitable or improper use after the transfer of risk, in particular excessive use, faulty assembly or commissioning by the Customer or third parties despite the existence of proper assembly instructions, natural wear and tear, faulty or negligent handling, unsuitable operating materials, substitute materials, defective construction work, failure to observe the operating instructions, unsuitable operating conditions, in particular in the event of unfavourable chemical, physical, electromagnetic, electrochemical or electrical influences, weather or natural influences or ambient temperatures that are too high or too low, subsequent modification of the service provided.
- 11.8 The parties agree that (i) a rectification of defects or subsequent delivery by Lenze within the scope of the agreed warranty shall neither expressly nor tacitly be construed as an acknowledgement in the legal sense and (ii) neither a rectification of defects nor subsequent delivery by Lenze shall be construed as a new delivery. The parties seek to achieve that neither subsequent delivery nor rectification will initiate the start of a new limitation period.
- 11.9 To the extent the service consists of the creation or modification of software under a contract for work, the following provisions shall apply in addition:

Only deviations from the agreed quality that are proven and reproducible by the Customer shall be considered defects of the software. However, a defect shall not be deemed to exist if it does not occur in the version of the software last provided to the Customer and its use is reasonable for the Customer.

Warranty claims for defects do not exist for changes made to the software by the Customer or third parties and the resulting consequences.

Warranty claims for defects do not exist if the software provided or created is not compatible with the data processing environment used by the Customer, system requirements are not met or the operation of the software is outside the defined parameters.

Any defect shall be remedied at the Customer's or Lenze's premises at Lenze's discretion. If Lenze chooses removal at the Customer's premises, the Customer shall provide hardware and software as well as other operating conditions (including required computing time) with suitable operating personnel.

Lenze shall merely implement the functional specifications of the Customer by creating the software in accordance with the contract. Lenze does not warrant that the use of the software created by it does not infringe copyrights, patents or utility models of third parties. The risk that the object operated with the help of the software or the process operated with the help of the software infringes copyrights, patents or utility models of third parties shall be borne by the Customer.

The Customer is responsible for the proper backup of his data. The software created and/or modified by Lenze shall be subjected by the Customer to an extensive test run before being taken over into productive operation.

12 Product Life Cycle

- 12.1 The parties are aware that Lenze products are subject to a product life cycle ("PLC"), the duration of which is determined by Lenze at its own discretion in each individual case and which is therefore not contractually promised to the Customer in any way.
- 12.2 The parties are aware that (after expiry of the agreed warranty period), spare parts for Hardware-/ Mechatronics-Products shall only be supplied by Lenze within the scope of the specific PLC on a non-binding basis, whereby in particular, Lenze shall not assume any procurement obligation with third parties.
- 12.3 For Lenze's standard software products, errors in the standard software will only be rectified within the warranty period or the agreed maintenance period. Within the scope of error correction, Lenze shall provide a new program version of the standard software.
- 12.4 Upon special request of the Customer in individual cases, Lenze shall inform the Customer without obligation that the specific product is in the end-of-life phase and that therefore the purchase of a current model or a current or compatible software version, for example, should be considered. Within the scope of an ongoing warranty period, Lenze reserves the right to subsequently supply a compatible successor product on a "new for old" basis, if necessary, against payment of an additional charge to be determined by Lenze at its reasonable discretion, instead of repairing the purchased item.

13 Liability

- 13.1 Unless otherwise stated in these GCS, Lenze shall be liable as follows:
 - 13.1.1 in case of intent,
 - 13.1.2 in case of gross negligence of our legal representatives and employees,
 - 13.1.3 in case of fraudulent intent,
 - 13.1.4 for damages resulting from injury to life, body, or health,
 - 13.1.5 for damages arising from the breach of a material contractual obligation (an obligation whose fulfilment makes the proper execution of the Agreement possible in the first place and on whose observance the contractual partner regularly relies and may rely),
 - 13.1.6 for guarantees assumed,
 - 13.1.7 for claims arising from the German Product Liability Act (Produkthaftungsgesetz) and
 - 13.1.8 to the extent liability is mandatory by law for another reason.
- 13.2 Except in the cases of Section 13.1 and Section 13.1.3, Lenze shall not be liable for loss of profit.
- 13.3 Except in the cases of Section 13.1 and Section 13.1.3, Lenze shall not be liable for loss of production.
- 13.4 In cases of liability due to a simple negligent breach of an material contractual obligation (Section 13.1.5), Lenze's liability per damage event shall be limited to the

respective order volume of the respective individual order, but limited to a maximum of € 100,000.

- 13.5 The provisions of this Section 13 shall also apply to a claim for reimbursement of expenses.
- 13.6 Apart from this, Lenze's liability – irrespective of the legal grounds – shall be excluded.

14 Confidentiality

- 14.1 The parties undertake to keep all information (in particular data and documents) (hereinafter collectively referred to as "Information") brought to their attention in connection with the collaboration verbally, in writing or in any other form – and be it prior to the conclusion of this Agreement – (also by our service providers) strictly confidential during the term of this Agreement and thereafter and – unless absolutely necessary for the performance of this Agreement – not to record it, pass it on to third parties or exploit it themselves. This also applies to information from other companies in the Lenze Group.
- 14.2 The aforementioned confidentiality obligation shall not apply to information that
- can be proven to have been known to the receiving party prior to the start of the collaboration without an obligation to maintain confidentiality, or
 - to be or become generally known without the receiving party being responsible for this, or
 - is communicated to the receiving party by a third party without a breach of a non-disclosure obligation, or
 - is required to be disclosed pursuant to an enforceable governmental or court order or law. In this case, the receiving party must notify the other party in writing prior to disclosure so that the other party has the opportunity to obtain a judicial protective order.

The burden of proof is on the receiving party to prove the existence of an exception.

- 14.3 The Parties shall only be entitled to disclose the fact of the Parties' collaboration to third parties, in particular to name the respective other Party as a reference, with the prior written consent of the respective other Party. Press releases or other statements to the public must be coordinated in advance with the other Party. The aforementioned provisions shall not apply if and to the extent that mandatory statutory provisions, in particular statutory publication obligations, state otherwise.

15 Limitation

- 15.1 All claims of the Customer – regardless of their legal grounds – shall become time-barred 12 months after the statutory commencement of the limitation period.
- 15.2 The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the goods. Claims for damages by the Buyer pursuant to Section 13.1 and Section 13.1.3 as well as

pursuant to the German Product Liability Act (Produkthaftungsgesetz) shall become time-barred exclusively in accordance with the statutory limitation periods.

16 Applicable law, place of jurisdiction

- 16.1 The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the respective registered office of each Lenze Group company contracted.
- 16.2 The contractual relationships between the Parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.3 Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. In such case the parties shall replace the invalid or unenforceable provision by one which comes as close as legally possible thereto in terms of economic intent with consideration being given to the principle of good faith. The same shall apply in the event of a contractual gap.