



## General terms and conditions for remote services

The customer (hereinafter "client") agrees with Mahr GmbH (hereinafter "Mahr") the following "Conditions for remote services". Through the remote service to be provided if necessary, the client receives support from qualified specialists. As far as possible, this is done via online communication and data transmission. For this purpose, the client provides trained personnel on its side to perform remote services.

The contracting parties agree that the responsibility and the decision-making authority for the operation of the measuring station (hereinafter referred to as "plant") remain with the client. Unless otherwise expressly agreed, remote services cannot replace regular maintenance and safety checks of the system.

This type of service is a service that is not standardized in practice. Both parties will therefore endeavor to find a common solution by adapting or supplementing the agreed rules if questions arise that cannot be answered or cannot be answered clearly from the following agreements. This also applies to the rapidly progressing technical development.

These general terms and conditions for remote services apply exclusively, unless otherwise specified in the following regulations. The client's general terms and conditions apply only to the extent that Mahr has expressly agreed to them in writing.

### 1 Object of the contract / performance description

#### 1.1 Remote Services

The client places the respective order for the remote services in writing. The respective order is only concluded after verbal and / or written confirmation by Mahr or through the implementation of remote services, whereby the client waives the receipt of the confirmation according to § 151 BGB.

Remote services are used to identify faults that have occurred and to record the current state of the system using telecommunications means based on the recorded data and voice. Mahr analyzes the recorded data and processes for deviations from the actual state from the target state.

##### 1.1.1 Remote Services (Remote advice)

includes the analysis and, as far as possible, the elimination of system malfunctions using telephone advice in accordance with the respective service description in the order or its systems. Basically, the first 15 minutes of a case are free of charge for the client.

##### 1.1.2 Remote Services (Remote access)

includes the analysis, including evaluation of log data if necessary, and as far as possible support in troubleshooting system faults and support in finding solutions using an online connection to the system.

#### 1.2 Funktions of Remote Services

The range of functions depends on the status of the system software and technical progress. The client is aware that the scope of this function can / will change over time. The current scope of services offered by Mahr as part of remote services is therefore agreed, which is possible on the basis of the technical equipment of the system.

#### 1.3 Other measures and benefits

If the system cannot be repaired or cannot be repaired completely by remote diagnostic measures, Mahr will inform the client of this.

At the request of the client, Mahr will propose further maintenance and repair measures that can ensure the proper operation of the system. If necessary, Mahr will support the client in this. Unless otherwise stipulated in the scope of this contract, a separate agreement must be concluded.

Such services are provided at the request of the client using a technician. Mahr provides this in the event of liability for defects from another contractual relationship existing between the parties, free of charge, otherwise against additional, performance-based billing in accordance with Mahr's current billing rates and on the basis of the current condition for repair and other contract work.

The delivery of spare parts takes place exclusively on the basis of the current general terms and conditions. These can be viewed on the Mahr website (<http://www.mahr.de>) or will be handed over when a corresponding order is completed.

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#### 1.4 Performance limits

If deviations go according to para. 1.1 to external violence, damage, improper operation, failure to observe the installation and environmental conditions specified by the manufacturer, insufficient or incorrect maintenance, force majeure or to pollution that Mahr is not responsible for, nor is it caused by the functioning of the system, Mahr is to services according to para. 1.1.1 and 1.1.2 or for other measures and services according to para. 1.3 of this contract only obliged against additional, performance-related remuneration in accordance with Mahr's current billing rates. This applies in particular to the case that

- a) a flat rate was agreed or
- b) these services go beyond the rectification of defects to be provided in another contractual relationship between the parties.

Mahr assumes the obligations detailed in this contract. This is not a guarantee that the use of remote services will diagnose and remedy all existing damage and defects in the system. In addition, this does not guarantee the functionality of the system.

#### 1.5 Documentation

Mahr records the data from remote diagnosis in the sense of para. 1.1 determined conditions of the system including the determined deviations. This takes into account the special features of the services provided and the respective system. All services that have been performed beyond the scope of the remote diagnosis are documented. The documentation serves both as information and as evidence for the client, as well as to prove Mahr's performance.

### 2 Online Communication and general conditions

#### 2.1 Technical requirements

Remote services are carried out using an Internet connection. The client must provide and maintain the necessary telecommunication means free of charge (internet connection). Further prerequisites are that the system and the system software are in a technically perfect, maintained condition and that no changes to the installed system software have been made without the consent of Mahr. The system must be up-to-date with the software regarding the installed online diagnostic module from Mahr.

Mahr also has the right to transfer the data used for diagnosis via online access.

Mahr currently uses Teamviewer, but can also use the software used by the client. In any case, Mahr must be granted write rights for the machine PC by the client's user in order to be able to implement changes if necessary.

#### 2.2 Data transmission paths

The parties are responsible for the operation and maintenance of their systems. If the data transmission path between the customer and Mahr fails, in particular due to disruptions in the transmission paths, as well as missing or insufficient data, Mahr is exempt from its performance obligations in accordance with para. 1.1.1 and 1.1.2 of this contract are exempt.

### 3 Confidentiality, data security and data protection

#### 3.1 User IDs

For assigned user IDs and passwords, the client must ensure that this information is only become known to authorized persons.

#### 3.2 Confidential treatment of client data

It is agreed between the contracting parties that all client data exchanged as part of the remote service and other information of the client about product secrets, relevant product-related

Data etc. may only be used for the services defined in this contract. Mahr does not use this information for marketing or for the transfer of knowledge to third parties.

However, Mahr is entitled to use the knowledge gained to improve its own products and services.

#### 3.3 Virus protection

The contracting parties will take appropriate precautions according to the respective state of the art to prevent viruses from entering the parties' software. If viruses and other pollutant software occur at one of the contracting parties, which impair remote services or can be transferred to systems of the other party, the other contracting party must be informed immediately in writing.

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## **4 Client's duty of cooperation**

### **4.1 Initialization mode**

If necessary, the client initiates remote services in accordance with para. 1.1. Mahr then connects to the client's system.

### **4.2 Help with error messages**

When determining, isolating, reporting and describing errors, the client must follow the instructions given by Mahr. The client may have to use Mahr setting instructions / checklists.

The cooperation of the client is necessary to remedy the situation. For this purpose, professionally trained staff must be available. If anything is unclear, additional information and documents must be sent to Mahr.

### **4.3 Ensure security / duty of supervision**

In cases where remote services can endanger people and property, the client has to provide feedback for reasons of supervision that the intended measures can be carried out safely (confirmation). The customer must provide reliable protection against personal injury and property damage. In particular, the client must ensure that no one - in what form and at what stage - is endangered in connection with the performance of the services on site.

### **4.4 Training / maintenance of the system**

The client undertakes to regularly and adequately train his specialist staff at the technical service facilities required for remote services (service terminal, setting instructions, basic mechanical settings, etc.). The customer also undertakes to maintain and maintain the system in accordance with the manufacturer's requirements and the state of the art. Impairment of performance caused by poor maintenance of the system by the client caused by Mahr.

### **4.5 Notification obligations of the client**

Changes that the client makes to the system or its surroundings must be reported to Mahr immediately in writing insofar as these can affect the agreed remote service.

### **4.6 Storage of data**

The client undertakes to use remote services in accordance with no. 1.1 Backup copies for all data.

### **4.7 Bearing the costs**

For those under no. 4 the customer bears the costs. The client also bears the connection fee for the means of telecommunications he uses.

## **5 Remuneration and terms of payment**

### **5.1 Compensation**

The billed remuneration is payable net (without deduction) within 30 calendar days of receipt of the invoice. Payments are only deemed to have been made when they have been received by our bank for credit to the account. The amount of the remuneration is based on the current price list, unless otherwise agreed in the context of a service contract or on an individual contract basis.

### **5.2 Price basis**

The price basis for the agreed remuneration of all costs that are required to provide the remote service is the time of the conclusion of the contract and the applicable price list. The change in remuneration can be requested for the first time in the year following the conclusion of the contract.

### **5.3 Suspension**

If the customer does not meet his payment obligations under this contract, Mahr is entitled to suspend its services until the customer has made up the payments of due remuneration.

## **6 Performance time**

### **6.1 Provision of remote services**

Mahr undertakes to keep the agreed services ready at the following times (statutory time in Germany)

- Monday to Thursday from 8 a.m. to 5 p.m.
- on Friday from 8 a.m. to 4 p.m.

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Accessibility may depend on how many Mahr customers use the services at the same time. Therefore, immediate availability cannot be guaranteed. A response time of a maximum of six (6) hours within the specified time frame is promised.

Example: A call at 4:00 p.m. must be answered from Monday to Thursday until 1:00 p.m. the following day.

## 6.2 Force majeure

The provision of services is delayed - also within a given delay - in cases of force majeure (including epidemics, war, civil war or conditions similar to war or the impending of such circumstances) or through measures of industrial disputes, in particular strikes and lockouts, as well as the occurrence of Circumstances for which Mahr is not responsible can be remedied within a reasonable period of time (including for the resumption of work, etc.)

Catch up at the end of the relevant events, provided that these events have affected timely fulfillment. In important cases, Mahr will notify the client of the occurrence and expected duration of such events - if possible.

The services are also postponed appropriately if the client is in arrears with his payment or other obligations from the contract.

## 6.3 Delay

If the customer incurs damage as a result of Mahr's delay, he is entitled to demand compensation for the delay. If there is no case in para. 6.2 before, the delay compensation for each hour of delay in remote services according to No. 1.1.1 and remote services online EUR 100.00, in total for all delays, however, a maximum of EUR 500.00. This limitation of liability does not apply in the event that the delay was caused intentionally or through gross negligence.

If the client sets a reasonable deadline for performance after the due date and the deadline is not met, the client is entitled to extraordinary termination of the contract.

Further claims exist - without prejudice to the regulations in para. 8.3 - not.

## 7 Liability for defects

Mahr renders the services according to the generally recognized rules of technology. If the services are not carried out completely or not properly, Mahr must make up for them free of charge as part of the liability for defects.

If Mahr does not meet their obligation to remedy the defect, the client is entitled to a reasonable grace period to put. If Mahr lets this grace period culpably pass fruitlessly, the client can, after consultation demand a reduction in the agreed remuneration with Mahr or terminate the contract extraordinarily.

The contractual and non-contractual liability for all other damages is under no. 6.3 - Default - and para. 8 - Liability - finally regulated.

## 8 Liability

### 8.1 Direct damage

Mahr is liable in accordance with the statutory provisions if the client asserts claims for damages based on intent or gross negligence - including intent or gross negligence on the part of Mahr's representatives or vicarious agents - for all damage to the systems that are the subject of the remote service are.

### 8.2 Limitation of liability

In addition to the rights and claims granted to him in this remote service contract, the client cannot assert any further rights and claims against Mahr, including those arising from inadequate or incomplete advice, in particular no claims for damages, regardless of the legal grounds on which he relies. In particular, no liability is assumed for faulty data lines, data damage, loss of data, transmission errors and misconduct on the part of the client.

### 8.3 Restrictions

The disclaimer in accordance with no. 8.2 does not apply to:

- a) intent or gross negligence,
- b) culpable injury to life, limb and health

The disclaimer still does not apply in the case of mandatory liability under the Product Liability Act. As far as Mahr is not accused of deliberate breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

This also applies if the client is entitled to compensation instead of performance. In the event of simple negligence, Mahr's liability is excluded, unless Mahr violates an essential contractual obligation. In this case, liability for damages is limited to the foreseeable, typically occurring damage. This also applies if the client is entitled to compensation instead of performance.

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## **9 Limitation**

The rights and claims of the client arising from this contract due to defects in the subject matter of the contract or the execution of the contract expire in 12 months, starting with the termination of the respective service. The liability period is extended by the duration of the rectification of the defect.

For claims according to para. 8.3 the statutory statute of limitations applies.

## **10 Entry into force and termination**

### **10.1 Entry into force and term**

The remote service contract only comes into effect with our written order confirmation or the implementation of the remote service.

Unless otherwise agreed, the remote service contract is valid from the day it is signed until the end of the calendar year following the year in which the contract was concluded. The contract is extended by twelve months if it is not canceled within three months before the end (December 31) of the respective calendar year (i.e. until September 30). The receipt of the written notice of termination by Mahr is decisive for compliance with the deadline.

### **10.2 Ordinary termination**

The early ordinary termination of the remote service contract is excluded, unless the parties have agreed otherwise.

### **10.3 Extraordinary termination**

The right of both parties to extraordinary termination for an important reason according to § 314 BGB remains unaffected, whereby a prior written and unsuccessful warning is always necessary. An extraordinary, immediate termination of one party is possible if the other party violates essential contractual obligations (e.g. point 1.1, 5 or 7).

Mahr also has the right to terminate the contract without notice if the client becomes insolvent or insolvency proceedings are instituted against the client's assets.

### **10.4 Consequences of termination**

In the event of termination, no remote service will be provided. The provision of such services requires a new express written agreement after an extraordinary termination.

## **11 Limitation**

Insofar as the contract and these general terms and conditions for remote services do not contain any regulations, our current terms and conditions also apply. These can be viewed on the Mahr website (<http://www.mahr.de>) or will be handed over when the contract is concluded.

## **12 Partial ineffectiveness**

Should one of the provisions of this contract be or become invalid, the remaining provisions remain unaffected. The contractual partners will endeavor to replace the invalid provision with another one that comes as close as possible to the invalid provision.

## **13 Place of jurisdiction, applicable law**

German law applies to contractual relationships, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Goettingen, Germany.

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