

## Supplementary Terms and Conditions for Services („BL“)

Status: April 2020

### 1 Applicable Terms and Conditions

- 1.1 These Supplementary Terms and Conditions for Services („BL“) apply for orders of Services from WEISS by Customer. For Services, the General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry („GL“) in its current version shall apply in addition to the BL. General terms and conditions of the Customer shall only apply if and to the extent expressly accepted by WEISS in writing.
- 1.2 For any product deliveries included in the Services the GL shall apply exclusively.
- 1.3 Unless expressly agreed otherwise, the scope of the Services is set out exclusively in the respective specification of Services for the Service Elements chosen by Customer, this BL, and the GL.
- 1.4 In case of conflict amongst this BL, the GL and the respective specification of Services, the following order of precedence shall apply:
  - (i) Specification of Services, including any definitions, conditions, duties of cooperation, exclusions of the scope of Service, and remunerations regulations
  - (ii) Supplementary Terms and Conditions for Services („BL“)
  - (iii) General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry („GL“)

### 2 Subject Matter of the Contract

- 2.1 Subject Matter are the Services agreed between the Customer and WEISS according to the respective service description or the respective contract. As far as the agreed Services refer to certain components, e.g. on-call service, repair or maintenance, these Services shall be solely performed for the agreed WEISS components or respectively other expressly agreed components, which are integrated in the agreed machines/production systems/systems or products (hereinafter: „Service Objects“). The agreed Service Objects shall be written down in a mutually agreed document by Customer and WEISS. Unless expressly agreed otherwise in writing, third party components will not be serviced.
- 2.2 Masonry, metalwork, scaffolding, caulking, painting, excavating and other non-electrotechnical work is not included in the scope of the Services of WEISS. Unless expressly agreed otherwise in writing, operating materials, consumables, spare and wearing parts shall not be included in the remuneration for the Services.

### 3 Commencement of the Contract, Term of the Contract

The Services might be performed as one time individual performances and/or as continuing obligations. As far as the Services are based on a continuing obligation, the commencement of the contract and the term of the contract comply with the respective specification of Services respectively the individual contract between Customer and WEISS. In the event that Customer and WEISS have not expressly agreed on a provision regarding the commencement of the contract, the term of the contract begins with the receipt of the last declaration

of intent, which is necessary for the conclusion of the contract. The term of the contract shall be, in any case, a fixed term of contract. Unless expressly agreed otherwise in writing, the continuing obligation terminates automatically with expiration of this fixed term of contract.

### 4 Execution of Services

- 4.1 WEISS begins with the Services within a reasonable period of time and performs the Services during its normal service hours (Monday to Friday, 8.00 a.m. to 5.00 p.m. except for national and/or local holidays) or during the specifically agreed service hours, unless otherwise agreed to or otherwise stated in the specification of Services.
- 4.2 WEISS reserves the right to execute a Service set out in the contract through a technically equivalent solution, provided that any such modification does not constitute a change of the agreed characteristics/specifications of the Service to the detriment of the Customer.
- 4.3 As far as the type of the Service does not require the execution at a specific location, the Services can be performed at any place or by remote access, at WEISS' sole discretion. Furthermore, it is in WEISS' responsibility to decide, in which way the Service will be performed.
- 4.4 WEISS is entitled to subcontract Services to Affiliates and /or subcontractors. If WEISS commissions Affiliates or subcontractors, WEISS remains responsible for them within the scope of the statutory regulations.

### 5 General Duties of Cooperation

- 5.1 Customer shall cooperate by the timely and complete performance of its duties of cooperation set out in the contract and hereinafter, so that WEISS is able to begin the Services on time and perform them without impediments or interruptions.
- 5.2 To the extent required or deemed advisable for the performance of the Services (in particular Remote Services), Customer shall perform the following general duties of cooperation in time and free of charge:
  - (i) Access to the Service Objects, respectively the herein included WEISS components.
  - (ii) Provision of infrastructure, e.g. electricity, heating, air conditioning, internet access, telephone, remote access, office space, copy machines, printers and other operating materials and supplies needed by WEISS on the Customer's premises.
  - (iii) Provision of briefings and trainings, including provision of information regarding relevant hazards of the production system for humans and machines resulting from the provision of Services, as well as regarding the applicable safety regulations of Customer.
  - (iv) Ensuring and monitoring that the production system and possible Service Objects are in a safe condition so that there are at no time risks for humans or machines during the performance of the Services. Ensuring that the Service Objects are disconnected from the mains during the performance of the Services. The switching authorization for the production system and possible Service Objects and the respective responsibility always remains with Customer. Implementation of other required operational and legal safety measures. Provision of (special) protective clothing and devices as well as the provision of security and escort personnel to escort the service technicians in accordance with the

requirements of work safety, and upon WEISS' request, the provision of a second person required for accident prevention.

- (v) Provision of qualified plant management personnel during the performance of the Services with the necessary experience and know-how concerning the production system/Services Objects, who can operate the production system/Service Objects and are able to restart the production system/Service Objects after troubleshooting. Furthermore, the production system management personnel of Customer must be able to make and implement any necessary decisions concerning the Services.
- (vi) Support WEISS in problem analysis to the extent necessary, e.g. providing incident reports and error messages.
- (vii) Coordination of third parties commissioned by Customer.
- (viii) Provision of technical resources and auxiliary production system (e.g. ladders, scaffolding, lifting devices, special tools) with the required operating personnel as well as the necessary operating and production resources and materials and consumables.
- (ix) Provision of up to date, correct and complete documents and information, that are necessary for the performance of the Services, e.g. documents on the production systems/Service Objects, the configuration drawings, error reports.
- (x) Current data back-up of the current software version, including the stored data and the system parameters on an appropriate data carrier as well as the provision of a copy of the respective data carrier and execution of data retrieval if necessary.
- (xi) Obtaining of any permits, approvals, consents or authorizations from any relevant authority, except to the extent that these can only be obtained by WEISS.
- (xii) Timely coordination with WEISS of planned changes in the Service Objects (e.g. installation site, enhancements, migrations, expansions), in case such changes may influence the agreed Services. Any changes to the contract (e.g. remuneration, dates/reaction times and scope of Services) (if applicable) resulting therefrom shall be jointly agreed by both Parties. During the period between Customer's request of such changes and the Parties agreement upon such changes and any consequences on the contract, WEISS is not obliged to perform the Services. In the event the Parties fail to agree on a modification of contract within a reasonable time, WEISS is entitled to terminate the contract for good cause.

5.3 If a Service cannot be performed in the required manner or can only be performed upon delay on grounds for which WEISS is not responsible, particularly because Customer has not performed or timely performed its general or special duties of cooperation or Customer has culpably missed an agreed deadline, WEISS may separately charge to Customer the additional expenses incurred, including all waiting periods, according to the price lists valid at the given time. Agreed-upon dates and deadlines shall be prolonged to a reasonable extent.

## 6 Industrial Security

6.1 Unless otherwise contractually agreed, the Customer is solely responsible for the conception, implementation and maintenance of a holistic, state-of-the-art security concept to protect its production systems, systems, machines and networks of the Customer against cyberthreats.

6.2 Such concept should inter alia include:

- (i) installation of updates, upgrades, Hotfixes and Service Packs that close a vulnerability ("Patches") as soon as they are available;
- (ii) complying with security advisories and implementing other related measures, published by WEISS or otherwise made available for the Customer;
- (iii) regular vulnerability scanning and testing as well as minimizing the risk of a malware infection through malware scanners or other appropriate means according to the state of the art, considering the configuration of the production system and in the Customer's own responsibility.

6.3 Use of Software versions that are no longer supported, and failure to install the latest Service Packs may increase Customer's exposure to cyberthreats. WEISS is not responsible for any damage that could have been avoided by implementing the recommended measures.

## 7 Acceptance and Transfer of Risk

7.1 Where a formal acceptance for Services has been agreed to in the contract, Customer shall declare acceptance within 2 weeks of completion of performance by WEISS, or of the notice of completion, whichever is earlier. The risk shall pass to the Customer upon acceptance.

7.2 Acceptance shall be deemed to have occurred within 2 weeks of completion of performance by WEISS or if the Services have been put into operation. In the event that a test phase is agreed, the deemed acceptance shall occur if the Services have been put into operation after the completion of an agreed test phase.

7.3 Customer shall provide all things necessary for the execution of an acceptance/acceptance test. Unless expressly otherwise agreed to, Customer shall bear the entire costs associated with the acceptance, with the exception of WEISS' personnel costs.

7.4 An acceptance shall not take place if no formal acceptance has been expressly agreed to in the contract and/or regarding such Services that are comprised of services for which a success is not owed. The risk shall pass to the Customer on performance of the relevant Service.

7.5 In case the performance of Service is delayed for reasons for which Customer is responsible or in case Customer is in delay of acceptance for other reasons, risk shall pass to Customer at the point in time in which it would have passed to Customer without the delay.

## 8 Delay of Service

8.1 If a binding Response Time has been agreed for a Service, e.g. call-back times, Customer is - in deviation of but subject to the conditions set out in Section "IV Time for Supplies; Delay, No. 3" of the GL - entitled to a compensation of 50.- EUR per full day of delayed Service. This compensation is limited to a maximum of 10% of the value of the monthly Service fee with is delayed. In all other cases, the stipulations regarding compensation as set out in Section IV: "Time for Supplies; Delay, No. 3" of the GL shall apply.

- 8.2 In case Services are based on a continuing obligation, the Customer is entitled to a termination of a Service in lieu of a rescission of the contract under Section "IV. Time for Supplies; Delay, No. 4, 3rd sentence" of the GL, subject to the conditions set out for a rescission under Section "IV. Time for Supplies; Delay, No. 4, 3rd sentence" of the GL.
- 9 Qualitative Impairment of Performance, Defects liability**
- 9.1 To the extent the Services are comprised of services for which a success is not owed and are not performed in conformity with the contract, only the regulations set out in this section 9 shall apply.
- 9.2 Should consulting services be included in the Services, they shall be carried out professionally and with the necessary care in accordance with the respective service description or the relevant contract between the Customer and WEISS, as can be expected from a comparable third party in the same place under comparable circumstances and conditions. The consulting services are provided as services. WEISS does not owe any particular consultancy success.
- 9.3 Should Services that are comprised of services for which a success is not owed, not be performed in accordance with the terms of the contract for reasons for which WEISS is responsible, WEISS shall re-perform the defective Services if and to the extent Customer has notified WEISS by written notice without undue delay, maximum within 2 weeks from the date of the performance of the Service. If WEISS fails to re-perform the defective Service in accordance with the terms of the contract within a reasonable period of time, Customer is entitled to terminate the Service affected by the defect by written notice with immediate effect.
- 9.4 The interpretation, implementation and utilization of reports, suggestions or recommendations of WEISS is the sole responsibility of the Customer. WEISS assumes no liability, warranty or guarantee for the feasibility or usability of reports, proposals or recommendations, nor for actions or omissions based on the reports, proposals or recommendations.
- 9.5 WEISS obligation to re-perform defective Services under section 9.3 shall expire no later than 12 months from the date of WEISS' performance of the defective Service. To the extent the Service contains the hand-over of an embodied consulting result e. g. in the form of a report, the Service is deemed to have been performed with the transfer of the embodied consulting result to the Customer.
- 9.6 Insofar as in respect of a warranty claim any disassembly and reinstallation of a Service Object or other parts of the production system is necessary for the performance of Services in accordance with the terms of this contract, this disassembly and reinstallation shall be undertaken by Customer at its own cost.
- 9.7 Any disassembled, either defective or no longer required parts of the defective Product, shall become property of WEISS. WEISS shall be responsible for a disposal in accordance with legal and environmental regulations.
- 9.8 If and to the extent a Service includes supervision, WEISS is only liable to the extent any damage was caused by incorrect instructions or omissions for which WEISS is responsible. Furthermore, WEISS is only liable if and to the extent that Customer is unable to claim compensation from the third party that performed the services WEISS was supposed to supervise.
- 9.9 WEISS shall have no liability for claims for damages by Customer due to defects or a qualitative impairment of performance of a Service for which a success is not owed. This limitation of liability shall not apply in the event of a fraudulent concealment of a qualitative impairment of performance or a defect, injuries to persons or health or death, the intentional breach of a duty by WEISS, negligent breach of a fundamental condition of contract or if the guaranteed characteristics are not complied with. Claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above case applies. The above provisions do not imply a change in the burden of proof to the detriment of Customer. Any other or additional claims of Customer exceeding the claims provided for in this section 9, based on a qualitative impairment of performance or a defect of the services for which a success is not owed, are excluded.
- 9.10 Regarding quality defects in a Service that are not comprised of services for which a success is not owed, section 9.4 and 9.6 of this BL apply accordingly. In all other respects section "VIII: Defects as to Quality" of the GL shall apply exclusively.
- 10 Directives, Laws and Standards**
- 10.1 Performance is based on the current standards and Customer's site rules, provided they have been expressly agreed, are applicable on the effective date of the contract and are mandatory in relation to the performance of the Services by WEISS. Performance shall also be based on the current laws, and directives of the government agencies notified to WEISS if and to the extent they are applicable on the effective date of the contract and are mandatorily applied to the performance of the Services by WEISS.
- 10.2 If WEISS notices that there is a change in the current laws, standards, directives and/or Customer's site rules or if new ones are added, WEISS will advise Customer of the resulting changes in regards to the performance of Services and take such changes into account upon Customer's request when executing Services. Changes generating increased or reduced costs and/or having an impact on deadlines shall be to the benefit or the liability of Customer. In case of changes resulting from mandatory legal regulations, Customer shall issue a change order for such changes without undue delay. WEISS is entitled to refuse to perform the relevant Services until a change order has been issued by Customer to ensure that the Services comply with mandatory laws, standards and directives. Delays and costs resulting from the failure to issue a change order shall be the liability of Customer.
- 10.3 The Customer is responsible for ensuring that the use of the Services is carried out at all times in accordance with the applicable laws and without violating the rights of third parties (e. g. observance of the co-determination rights according to the works constitution law, the data protection law, the telecommunications law, the energy economy law, the export control, the IT security and the trade secret protection). The Customer is obligated to obtain at his own expense all rights, consents and approvals of providers of software and services which are used by him in connection with the Services and which are necessary for WEISS and its subcontractors to provide the Services.
- 11 Assignment of Contract; Deployment of Personnel; Acquisition of Assets and/or Personnel**

- 11.1 WEISS may assign rights and obligations under the contract to a third party, provided that WEISS has a legitimate interest for the assignment. The assignment shall have no effect if Customer contradicts within 4 weeks after receipt of the respective notification by written notice providing the reasons for its legitimate interests. WEISS will inform Customer about this requirement in its notice. In the event that Customer contradicts without providing its legitimate interests, WEISS shall be entitled to terminate the contract for good cause. The assignment of claims for money of WEISS against Customer shall be unaffected thereof and shall be subject to the statutory provisions. The Customer may not transfer his rights and obligations under this contract without the written consent of WEISS.
- 11.2 WEISS employees shall not be considered as to enter into any employment relationship with Customer even if they work on Customer's premises.
- 11.3 Customer is not entitled to issue instructions to WEISS' employees. WEISS is free to select and allocate the personnel deployed for the performance of the Services. WEISS alone shall pay for all compensation and social benefits of its employees.
- 12 Termination; Suspension**
- 12.1 If the Services are based upon a continuing obligation, Customer respectively WEISS shall be entitled to terminate the contract by written notice, in the event that it cannot be reasonably expected to uphold the contract, because in consideration of all circumstances of the individual case and both parties interests, circumstances exist which are attributable to the other party which allow the expectation that the other party will permanently not be able to fulfill its obligations arising from or in connection with the contract.
- 12.2 In case Services are based on a continuing obligation, the Customer is entitled to a termination of a Contract in lieu of a rescission of the contract under Section "XI: Impossibility of Performance; Adaption of Contract, No. 2" of the GL subject to the conditions set out for a rescission under Section "XI: Impossibility of Performance; Adaption of Contract, No. 2" of the GL.
- 12.3 The right to terminate the contract for another contractually agreed cause or another good cause remains unaffected by the foregoing. In particular, WEISS may terminate the contract for good cause, if Customer is in arrears with the payment and does not rectify this failure in payment within 4 weeks.
- 12.4 WEISS may demand, at its sole discretion, a suspension of its contractual obligations if Customer is in arrears with a payment or part thereof, if the Customer does not or not in time perform the duties of cooperation necessary for the fulfilment of the contract or does not fulfil another essential contractual obligation. Any additional expenses for WEISS incurred as a result therefrom shall be borne by Customer.
- 13 Data Protection and Rights of Use**
- 13.1 WEISS and Customer shall comply with the statutory provisions relating to protection of personal data. Customer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable WEISS to perform Services without any breach of law. Customer is advised to take appropriate measures – as far as possible – to prevent access of WEISS to personal data or trade secrets of Customer while providing the Services. In the event that it cannot be prevented that WEISS is granted access to personal data of Customer, Customer is obliged to inform WEISS in due time before the Services are performed. Customer and WEISS shall then agree on the actions to be taken.
- 13.2 Customer is granted a non-exclusive, non-transferable right free of charge to use the documents, information, suggestions and recommendations made available to him as part of the Service provided by WEISS, as well as any consulting results in embodied form, e. g. in the form of a report for his own internal purposes. Insofar as the documents provided to the customer serve the purpose of operating and maintaining the Service Objects, the Customer is not entitled to use the documents for other purposes, in particular, not in order to reproduce Products or parts thereof.
- 13.3 The Customer grants WEISS the right to use data, information, software (including source code), related documentation, design descriptions, specifications, formulas and drawings as well as any copyrights and patents ("intellectual property") of the Customer, which the Customer makes available to WEISS under the contract, for the provision of the Services and to grant the WEISS Affiliates and subcontractors who are assigned to provide the Service the corresponding rights of use.
- 13.4 Customer grants WEISS and its Affiliates a worldwide, unrestricted and perpetual right to host, store, copy, modify, process, analyze, access, transmit and use data which was provided by Customer and/or collected for and/or in connection with the provision of the Services and/or included in any deliverables by itself or third parties ("Collected Data") for own internal corporate purposes (e. g. Development and improvement of products and services) and to create individual offers for the Customer. In addition, WEISS and its Affiliates are entitled to make the Collected Data publicly available on an aggregate basis with other data and in a form that does not identify the Customer, either by themselves or by third parties (e. g. for benchmarking). This right of use shall not exist with respect to Customer's registered intellectual property rights.
- 14 Confidentiality**
- WEISS and Customer shall treat as confidential all information, business matters and documents (hereinafter referred to as „Information“) to which they have become privy in connection with the contract and which have been marked as confidential or are reasonably identifiable as confidential ("Confidential Information"), unless they were already in the public domain through other means. This duty shall survive the termination of the contract for 3 years. WEISS and Customer shall impose an equivalent duty on their employees who may come into contact with such information. WEISS is entitled to disclose Confidential Information to subcontractors and Affiliates provided they are obligated under a confidentiality covenant equivalent to this provision.
- 15 Export Control**
- 15.1 Customer is obligated to provide all information and documents required for export, shipment or import.
- 15.2 If Customer transfers Products (hardware and/or software and/or technology as well as corresponding documentation and/or works and services, regardless of the mode of provision, and/or including all kinds of technical support) provided by WEISS to a third party worldwide, and when providing access to services for

users, Customer shall comply with all applicable national and international (re-) export control regulations. In any event Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America. The Customer is obliged to deny and prevent access to Services from any location prohibited by or subject to sanctions or license requirements under the applicable sanction or (re-) export control regulations, to continuously check any users against applicable sanctioned party list and to deny access to the Services, including any materials, and to the platform, to any individual or company designated on any of these lists. In addition, the Customer must ensure that its content is not a controlled technology or technical know-how in the EU, Germany (AL = N) and/or the USA (ECCN = N or EAR99).

15.3 WEISS shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade requirements or any embargoes and/or other sanctions. The Customer acknowledges that according to the applicable regulations of national and international (re) export control law, including the (re) export control regulations of the Federal Republic of Germany, the European Union and the United States of America, WEISS may be obliged to limit or suspend access by the Customer and/or the Customer's users to the Services.

15.4 If required to conduct export control checks, Customer, upon request by WEISS, shall promptly provide WEISS with all information pertaining to particular end customer, destination and intended use of products provided by WEISS or performed services and works, activations, existing export control restrictions as well as regarding information about the Customer, his end customers and users.

15.5 Customer shall indemnify and hold harmless WEISS from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer, and Customer shall compensate WEISS for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of Customer. This provision does not imply a change in burden of proof.

## 16 Remote Access

16.1 WEISS is entitled to provide the Services via remote access through a secure communications platform via remote access (hereafter: "Remote Access").

16.2 Technical and organizational process

The Customer shall provide an Internet connection (e.g. wired or wireless broadband connections via DSL, UMTS or LTE) that meets the technical requirements of a remote connection at his own expense.

Customer shall grant WEISS access to the Service Objects via remote access. If contractually agreed with Customer, Customer shall activate and accept each remote access of WEISS.

16.3 To carry out a remote service, an instructed service employee of the Customer who is familiar with the Customer's Service Objects/production system must be present at the production system.

16.4 Use of the common Remote Service Platform ("cRSP") for the remote access

The Customer shall check the security concept proposed by WEISS for the respective Service for the remote

connection and remote access for compatibility with the Customer's technical conditions and with regard to security requirements and other regulations of the Customer. The Customer shall remain responsible for the security of his systems, his production system and the hardware and software located on his production system, including the immediate installation of updates and patches.

16.5 Use of Customer specific Remote Platform for the remote access

Insofar as the Customer provides his own remote platform or a remote platform hosted by a third party ("Customer-specific Remote Platform") for remote access, this shall constitute a necessary provision. The Customer shall ensure the availability of this Customer-specific Remote Platform for the provision of the Remote Service by WEISS. The Customer is solely responsible for the Customer-specific Remote Platform, in particular for the security, freedom from viruses and data integrity as well as the security of its systems, people and machines. WEISS assumes no liability for the IT security of the remote access via the Customer-specific Remote Platform and may refuse its use if the remote access provided by this remote platform does not comply with WEISS' IT security requirements.

## 17 Conditions for third-party software

The Services may include third party software as well as services provided by third parties, including open source software, licensed software not developed by WEISS or software-related services, which are subject to additional or different terms and conditions or rights of use or which require certain notification obligations by the licensors, which WEISS must pass on to the Customer as licensor of the Customer and which the Customer must observe ("Third Party Software Terms and Conditions"). Unless otherwise provided in the contract, these Third Party Software Terms and Conditions are set forth in the respective description of services.

## 18 Changes of contractual conditions

18.1 The development and expansion of the range of services offered by WEISS may make it necessary to amend the terms and conditions of the contract and these BL during the term of the contract. WEISS shall inform the Customer in writing of any changes with prior notice term of 6 weeks. If the Customer does not object to the amended provisions in writing within the prior notice term and continues the contract, these amendments shall be effectively incorporated in accordance with the notice. If the changes or amendments are indispensable for WEISS for compelling legal reasons, or if they do not affect the Services used by the Customer under this contract, the Customer's right to object is not applicable.

18.2 If the Customer objects in accordance with section 18.1, the contract shall be continued under the previously applicable conditions. However, WEISS shall be entitled to terminate the current contractual relationship with the customer extraordinarily and without notice. WEISS shall point this out in the notice. Claims against WEISS based on such termination shall be excluded.