

Terms and Conditions of Service of ILLIG packaging solutions GmbH¹ (August 2024)

1. Applicability, Exclusion of Other Terms and Conditions

- 1.1 These Terms and Conditions of Service (hereinafter the "Terms and Conditions of Service") shall apply to all Services of ILLIG packaging solutions GmbH (hereinafter "ILLIG") and related offers, including, without limitation, installation, repair, maintenance, and other services, such as programming services, hotline services, and general consulting services (hereinafter collectively "Services").
- 1.2 All Services shall be agreed upon and rendered based upon these Terms and Conditions of Service. These Terms and Conditions of Service shall apply, in addition to and in supplementation of, the general terms and conditions of sale and delivery of ILLIG, which are available at <https://www.illig.de/en-de> (hereinafter the "Terms and Conditions of Sale and Delivery"). The Terms and Conditions of Service are hereby made a part of and incorporated by reference into all contracts made by ILLIG with the Contract Partner for the provision of services (hereinafter "Services"). They shall also apply to any future Services performed and offers made to the Contract Partner, whether or not specifically agreed upon in connection with such future Services or offers.
- 1.3 Any applicability of terms and conditions of the Contract Partner or any third parties is hereby excluded, whether or not ILLIG objects to the applicability of such terms and conditions in a particular case. Even if ILLIG makes reference to, or makes delivery or provides Services without reservation despite of, a document that includes or incorporates by reference terms and conditions of the Contract Partner or any third party, this shall not be construed as acceptance of such terms and conditions by ILLIG.

2. Offer and Acceptance, Cost Estimates, Documents

- 2.1 All offers of ILLIG are subject to change and in each case are merely an invitation to place an order.
- 2.2 By placing an order the Contract Partner makes a binding offer to enter into a contract. A valid contract will result only if and when the order is confirmed in writing by ILLIG and shall be governed by the terms of the order confirmation, including these Terms and Conditions of Service, the Terms and Conditions of Sale and Delivery, and if applicable, i.e., if in existence and referenced by the parties, the applicable statement of work.
- 2.3 Any amendments or modifications to contracts between the parties, including these Terms of Service, shall be valid only if in written, signed or unsigned, form. Transmission by email shall be sufficient for compliance with the requirement of written, signed or unsigned, form.
- 2.4 Only managing directors, holders of a general commercial power of attorney (Prokuristen), and ILLIG employees expressly designated to the Contract Partner as contact persons with decision-making authority – in each case either individually or jointly with other designated contact persons – are authorized to enter into contracts, agree to amendments or modifications to existing contracts, provide consents, or make any other legally binding statements, declarations, or representations. No other ILLIG employees are authorized to do so.
- 2.5 All specifications related to Services that is included in brochures, catalogues, cost estimates, or offers serves information purposes only and shall become binding contract terms only if and to the extent that ILLIG expressly agrees to such terms in writing. This shall also apply to any estimates requested by the Contract Partner as to the duration and costs of work as well as to costs specified in cost estimates. If it becomes reasonably apparent in the course of performing Services that such Services cannot be completed without substantially exceeding the cost estimate, ILLIG shall notify the Contract Partner thereof.
- 2.6 Expenses for preparing cost estimates, e.g., working time and, if applicable, travel expenses, shall be reimbursed to ILLIG by the Contract Partner. ILLIG shall submit invoices and receipts reflecting the costs incurred and invoice the Contract Partner for such costs.
- 2.7 ILLIG hereby reserves all rights, including copyrights, to cost estimates, drawings, samples, plans, and other documents and information, whether physical or non-physical in nature, including in electronic form. Such items shall be returned to ILLIG upon demand without undue delay and any copies thereof (including any electronic copies) shall be deleted as soon and to the extent that they are no longer needed in the ordinary course of business. The Contract Partner shall use the aforementioned items exclusively for the agreed purposes. Such items may not be made accessible to any third parties, commercially exploited, reproduced, or modified, except with the prior written consent of ILLIG.
- 2.8 The Contract Partner hereby assumes full responsibility for all documents made available to the Contract Partner, such as drawings, images, calculations, or other specifications. ILLIG shall be under no obligation to review such information for accuracy or implementability.

3. Services

- 3.1 ILLIG shall provide all Services in conformity with generally accepted engineering standards. If the parties agree that Services shall be performed in a particular manner, including, without limitation, by referencing technical norms or standards (e.g., DIN, EN, VDI, VDMA), such standards shall, as between the parties, be deemed generally accepted engineering standards. ILLIG shall be under no obligation to notify the Contract Partner of any discrepancies of the parties' agreements from generally accepted engineering standards.

- 3.2 Services of ILLIG shall not release the Contract Partner from its obligation to perform inspections or take other measures that may be required by applicable laws or other provisions.

4. Delivery Times and Dates, Force Majeure

- 4.1 All times and dates for Services specified by ILLIG are estimates only, unless ILLIG has expressly committed or agreed to a firm time or date of service.

- 4.2 Agree delivery times shall commence on the date of the order confirmation or written acceptance, unless otherwise provided in the offer or order confirmation. If the Contract Partner later adds to or increases the volume of an order, delivery times shall be extended as appropriate.

- 4.3 It is a condition for compliance with all times and dates of service by ILLIG that the Contract Partner communicates or makes available in a timely manner all information, procurement specifications, approved plans, documents, permits, and clearances necessary for performance of the Service, duly fulfills any other duties of cooperation, and duly makes any agreed down payments.

- 4.4 Without prejudice to any other rights, ILLIG may demand that the Contract Partner agree to extend times or dates of service by any time period for which the Contract Partner fails to perform any of its contractual obligations to ILLIG. In particular, the Contract Partner is responsible for communicating or making available to ILLIG in a timely manner all information, procurement specifications, approved plans, documents, permits, and clearances needed by ILLIG to provide Services and, if applicable, for meeting the technical, structural, and organizational requirements for any agreed setup of products at the location of the Contract Partner or for any similar services (e.g., installation, startup, setup/adjustment).

- 4.5 ILLIG assumes no liability for any impossibility of service or delayed service resulting from force majeure or any other events that were unforeseeable on the date of the contract (e.g., war, epidemics, damages resulting from fire or explosion, business disruptions of any kind, difficulties in the procurement of materials or energy, shipping delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, cyber attacks, difficulties in the procurement of required regulatory permits, regulatory actions, or non-delivery or incorrect or late delivery by suppliers), unless ILLIG is legally responsible for such events. Events within the meaning of sentence 1 shall include outbreaks of epidemics and/or pandemics (e.g., COVID-19) and any renewed, future outbreaks and the resulting consequences (e.g., plant shutdowns at ILLIG and/or ILLIG's suppliers, shortage of materials, quarantine measures, and regulatory directives restricting or prohibiting the normal course of business). If events within the meaning of this section 4.5 substantially impair or render performance by ILLIG impossible and such impairment is not just temporary in nature, ILLIG shall have the right to rescind the contract. If impairments are temporary in nature, times of service shall be extended or dates of service shall be postponed by the duration of the impairment, plus a reasonable startup period. If acceptance of performance would be unduly burdensome for the Contract Partner because a delay exceeds six months, the Contract Partner may rescind the contract by providing ILLIG with written notice of rescission without undue delay.

- 4.6 If performance of a Service is delayed at the request of the Contract Partner or if the Contract Partner is in default of acceptance (Annahmeverzug), fails to perform an agreed preparatory act, or fails to fulfill a duty of cooperation, or if performance of a Service is delayed for any other reasons for which the Contract Partner is legally responsible, ILLIG shall have the right to recover all resulting damages, including any additional expenses (e.g., costs of storage). In such case, the Contract Partner shall for each calendar week of delay or fraction thereof pay liquidated damages in the amount of 0.5% of the price of the delayed Service, beginning on the date the Contract Partner is in default of acceptance (Annahmeverzug) or on the date delivery is delayed for other reasons. Liquidated damages for additional expenses shall be limited to a maximum of 10% of the price of the delayed delivery. The right of ILLIG to furnish proof of higher damages and ILLIG's remedies under applicable law (including, without limitation, recovery of additional expenses, reasonable compensation, termination) shall remain unaffected thereby; however, any liquidated damages shall be credited against any claims for additional damages. The Contract Partner shall be free to furnish proof that ILLIG sustained no damages or substantially lower damages than the aforementioned liquidated damages.

5. Contract partner's Duties of Cooperation

- 5.1 The Contract Partner shall support ILLIG to the extent necessary, so as to allow for the timely start and efficient performance of Services.

- 5.2 In particular, the Contract Partner shall at all locations where Services will be performed take all measures and make all preparations necessary for ILLIG to provide Services and to protect ILLIG staff working at locations of the Contract Partner. In addition, the Contract Partner shall make available at such locations all necessary equipment and consumables, as well as all necessary technical staff to ensure that ILLIG can provide the

⁽¹⁾ This text is a translation from the authoritative Terms and Conditions of Sale and Delivery in the German language (available at www.illig.de/en-de). The German language version shall prevail in case of any inconsistencies.

contracted Services immediately after arrival of its technical staff and can complete the Services without interruption. In particular, the Contract Partner shall make available at the locations of the machinery all materials required by ILLIG to conduct any functionality tests. ILLIG shall communicate any additional requirements to the Contract Partner by sufficient prior written notice, unless such requirements are already otherwise known to the Contract Partner. Idle time and waiting time will be charged to the customer.

- 5.3 The Contract Partner shall instruct ILLIG staff in all applicable safety rules and regulatory requirements, to the extent relevant for ILLIG staff and the performance of Services.
- 5.4 Additional details of the Contract Partner's duties of cooperation may be set forth in a statement of work for the agreed Service, if in existence and agreed upon by the parties. ILLIG furthermore reserves the right to require additional preparatory work or acts of cooperation of the Contract Partner by sufficient prior written, signed or unsigned, notice.
- 5.5 The Contract Partner shall perform all preparatory work and perform all acts of cooperation at its own cost.
- 5.6 The Contract Partner's duties of cooperation are genuine contractual obligations and not merely incidental contractual obligations (Obliegenheiten).

6. Prices, Invoicing

- 6.1 Unless otherwise agreed, Services of ILLIG shall be invoiced based upon time, materials, and expenses/incidental costs. All prices shall be based on the service rates of ILLIG in effect at the time the service agreement is made.
- 6.2 Replacement parts, parts subject to wear and tear, and materials such as consumables, lubricants, filters, cleaning agents, etc., shall be invoiced in accordance with the Terms and Conditions of Sale and Delivery.
- 6.3 The Contract Partner shall be responsible for expenses such as reasonable costs of transportation, driving/travel, and lodging, as well as for expenses and third-party costs incurred in connection with the performance of the contract, plus a 5% service fee for overhead/processing costs. Travel and drive time shall be compensated at the same rates as working time. This shall also apply in the event that the contract is terminated early, provided that early termination is not due to any wrongdoing of ILLIG and the expenses/costs involved could no longer have been avoided by ILLIG upon discovery of the termination.
- 6.4 Finally, ILLIG shall be compensated for Services even if the parties have not agreed upon any particular compensation, unless the parties expressly agree, as an exception to the general rule, that no compensation shall be due and owing for a Service. If the parties have not agreed upon compensation for a Service the performance of which the Contract Partner could not reasonably expect to receive without compensation, the Contract Partner shall pay such compensation for the Service as is standard in the industry.

7. Payment Terms

- 7.1 All prices are denominated in euros (EUR) and are exclusive of any taxes and other public dues and charges, including, without limitation, value-added tax, excise taxes, customs fees, and other public dues and charges related to Deliverables or Services. All taxes, charges and dues related to Deliverables or Services shall be the responsibility of and paid by the Contract Partner.
- 7.2 In the event of any unforeseeable changes in costs, including, without limitation, as a result of changes in prices of materials, wages, salaries, or energy, ILLIG reserves the right to increase prices of Services in proportion to the cost increase, if performance is rendered more than four months after the date of the contract. Proof of such cost increases shall be furnished to the Contract Partner upon request.
- 7.3 The Contract Partner shall make all payments by bank transfer, and payments shall be deemed effected only if and to the extent that ILLIG can freely dispose of the transferred funds.
- 7.4 Unless otherwise agreed by the parties, and subject to section 7.5 (replacement parts/modifications), all invoices of ILLIG shall be due for payment, without deduction, within 14 days from receipt. If payment is not made by the due date, the Contract Partner shall be deemed in default (Verzug).
- 7.5 To the extent that the parties have agreed that deliveries of replacement parts and/or to modifications shall be made as Services within the meaning of these Terms and Conditions of Service, the following shall apply:
 - If the total price due for the Services involved is €100,000 or less, the invoice amount shall be paid without deduction within 14 days from receipt of the related invoice.
 - If the total price due for the Services involved exceeds €100,000, the invoice amount shall be paid within the payment period provided for in the offer and order confirmation.
- 7.6 If the Contract Partner fails to make payment when due, interest on the amount past due shall accrue at a rate of 5% per annum from the payment due date. The right to recover additional interest and additional damages in the event of non-payment shall remain unaffected thereby.
- 7.7 The Contract Partner shall have no right to offset any counterclaims, unless such coun-

terclaims are undisputed or have been established by a final and conclusive court judgment.

- 7.8 The Contract Partner shall have no right to refuse performance based upon any counterclaims, unless such counterclaims arise from the same contract and are undisputed or have been established by a final and conclusive court judgment.
- 7.9 If at any time after the date of the contract a risk of non-payment by the Contract Partner becomes reasonably apparent to ILLIG, ILLIG shall have the right to make outstanding deliveries only after the Contract Partner prepays for delivery or furnishes security. If no prepayment or delivery of security is made prior to expiration of a reasonable grace period, ILLIG may stop deliveries until prepayment or delivery of security is made or, in the alternative, rescind any or all affected contracts, in each case in whole or in part. Any additional rights ILLIG may have shall remain unaffected thereby.

8. Acceptance of Services

If formal acceptance of Service is required and an earlier transfer of risk does not result from the agreed Incoterms, the acceptance shall be decisive for the transfer of risk and shall be carried out without undue delay on the date of acceptance, or, in the alternative, without undue delay after ILLIG notifies the Contract Partner that the Services are ready for acceptance. Unless otherwise agreed, formal acceptance shall take place on-site at the Contract Partner in accordance with the agreed testing procedure and testing criteria and shall be confirmed by signing a site acceptance test report (SAT report). In consultation with the customer, an upstream test procedure and an inspection can be carried out while still at ILLIG (so-called "pre-acceptance" / "factory acceptance test"). The Contract Partner may not refuse delivery on the basis of any non-material defects. Even if no SAT report is signed, the Customer shall be deemed to have accepted a Service at the latest when

- the Service has been performed,
- ILLIG has notified the Contract Partner thereof without undue delay following performance and has requested that the Contract Partner accept delivery,
- since performance of the Service 15 days have passed, or the Contract Partner has begun to use the performed Service and 10 days have passed since performance of the Service, and
- the Contract Partner has failed to accept the performed Service within the aforementioned time period for any reason other than a reported defect that renders use of the Service impossible or substantially impairs its use.

9. Retention of Title

- 9.1 ILLIG shall retain title to all delivered or installed items (replacement parts, spare parts, filters, accessories, software, etc.), as well as all rights licensed to the Contract Partner until all claims arising from the contract for the relevant Service have been fully paid; prior to full payment, any rights to use software are licensed on a temporary basis only and may be revoked and shall lapse in the event that ILLIG enforces its retention of title. In such case, all software copies made by the Contract Partner must be deleted.
- 9.2 The Contract Partner and ILLIG hereby agree that ILLIG shall have a pledge right in items which are owned by the Contract Partner and of which ILLIG acquires possession in the course of providing Services. The pledge right may also be enforced to collect claims from earlier work, deliveries of replacement parts, or other Services rendered, provided they are related to the item subject to the pledge right. Any other claims arising from the business relationship shall be subject to the pledge right only if and to the extent they are undisputed or have been established by a final and conclusive court judgment.

10. Warranty Claims, Contract Partner's Inspection and Notice of Defect Obligations

- 10.1 For deliveries in accordance with these Terms and Conditions of Service, the agreed quality and agreed purpose shall be governed exclusively by the written descriptions of the relevant deliverables (including, without limitation, specifications, technical requirements, and drawings) the parties expressly incorporated by reference when they entered into the contract. Unless expressly agreed otherwise, no conformity with any additional objective requirements within the meaning of § 434 para. 3 of the German Civil Code (BGB) (as in effect since January 1, 2022) or suitability for a particular purpose shall be owed.
- 10.2 ILLIG makes no warranty that Services will be suitable for any particular purposes pursued by the Contract Partner, unless the parties have expressly agreed to suitability for a particular purpose.
- 10.3 It shall be a condition for any rights of the Contract Partner based upon defective Services that the Contract Partner inspects such Services upon performance and provides ILLIG with due notice of any defects in accordance with this section. Services shall be inspected without undue delay after performance and in the exercise of reasonable care. The Contract Partner shall be deemed to have accepted Services despite any apparent defects or other defects that reasonably could have been discovered had the Services been carefully inspected without undue delay, unless ILLIG receives written notice of defect within 10 days from performance. With respect to any other defects, the Contract Partner shall be deemed to have accepted Services, unless ILLIG receives notice of defect within 10 days from the date on which the defect was discovered; if a defect was

reasonably apparent at an earlier point in time in the course of normal use, such earlier point in time shall be controlling for purposes of the beginning of the notice period for defects. If formal acceptance is required, any notice of defect related to defects that could have been discovered at the time of formal acceptance shall be excluded after the time of formal acceptance.

- 10.4 The Contract Partner shall afford ILLIG or authorized third parties opportunity to review notices of defects or any other complaints and, if applicable, also provide access to the machinery and equipment for which the Services were performed and allow reasonable diagnostic measures to proceed. For this purpose the Contract Partner shall provide ILLIG with the necessary time and assistance. The duties of cooperation applicable to Services shall also apply to remedial performance and the preparation thereof; however, ILLIG shall be responsible for the costs thereof, if there is an actual defect.
- 10.5 The Contract Partner shall have no warranty rights or claims in cases where malfunctions are due to causes that fall within the exclusive responsibility of the Contract Partner. Such cases shall include, without limitation, any the following (non-exhaustive list):
- (i) any erroneous, incomplete, or unsuitable specifications of the Contract Partner that are relevant to the performance of Services;
 - (ii) any unsuitable or improper use of the machine or system for which the Service was performed (hereinafter the "System");
 - (iii) any exceeding of or non-compliance with recommended operating times;
 - (iv) any defective assembly or startup of the relevant System by the Contract Partner or any third party;
 - (v) any ordinary wear and tear of relevant System or any parts thereof;
 - (vi) any failure to properly service and/or handle the relevant System in accordance with the operating instructions of ILLIG;
 - (vii) any physical, chemical, electrochemical, and/or electrical impacts suffered at the location chosen by the Contract Partner for the System, unless ILLIG is legally responsible for such effects;
 - (viii) any modifications to the relevant System made by the Contract Partner without the approval of ILLIG; and
 - (ix) any unsuitable, inadequate, deficient, or outdated technical conditions or equipment at the location of the Contract Partner, including IT and technical infrastructure at the location selected by the Contract Partner (e.g., operating system, remote program, software, data lines, etc.).
- 10.6 The Contract Partner further shall have no warranty rights or claims if the Contract Partner modifies, or allows any third parties to modify, the System without the consent of ILLIG, thereby rendering the remediation of resulting defects impossible or unduly burdensome. In any event, the Contract Partner shall be responsible for any additional costs of remediation that may result from such modifications.
- 10.7 In the event of any defects, ILLIG shall, initially, have the right and obligation to render remedial performance.
- 10.8 ILLIG shall be responsible for any necessary costs of remedial performance, including, without limitation, costs of travel, labor, and materials, as provided by applicable law, if Services are in fact defective. Otherwise ILLIG may demand that the Contract Partner reimburse ILLIG for the costs resulting from the unjustified notice of defect, unless the absence of a defect was not reasonably apparent for the Contract Partner.
- 10.9 If remedial performance cannot be rendered at the location of the Contract Partner or can be rendered at the location of the Contract Partner only at a cost increase of more than 20%, the Contract Partner shall arrange for the relevant System to be shipped back to ILLIG. The Contract Partner shall have the right to demand remedial performance at the location of ILLIG, if rendering remedial performance at the location of the Contract Partner would be associated with unreasonable expense. If a notice of defect has merit, ILLIG shall pay the costs of the least costly shipping method; this shall not apply to the extent that costs increase because the deliverable is located at a place other than the place of intended use.
- 10.10 If remedial performance does not succeed within a reasonable time period, is unreasonably burdensome for the Contract Partner, or is refused by ILLIG in accordance with applicable law, the Contract Partner may, at its sole option, rescind the contract, reduce the purchase price, and/or, subject to the provisions of section 12, seek damages or reimbursement of costs in accordance with applicable law.

11. Proprietary Rights of Third Parties

- 11.1 If Services are to be performed for a System that did not originate from ILLIG, the Contract Partner shall review, based on the information available to the Contract Partner (information from the manufacturer, operating instructions, etc.), whether there are any proprietary rights or copyrights to the System (i.e., patents, utility patents, or design patents, etc.) that may limit the performance of Services for the System. If, in the view of the customer, there are indications of such proprietary rights and/or resulting limitations, the Contract Partner shall notify ILLIG thereof in due time prior the commencement of the Service.
- 11.2 If ILLIG should be held liable for infringement of proprietary rights by any third parties as a result of ILLIG's performance of its obligations in connection with Services performed in accordance with these Terms and Conditions of Service, and if ILLIG could not avoid such liability without causing undue burden for the Contract Partner, the Contract Partner shall indemnify and hold harmless ILLIG from and against any and all such liability. The method and manner of indemnity shall be chosen by the Contract Partner, duly tak-

ing into consideration the legitimate interests of ILLIG. Each party shall notify the other party in writing without undue delay if any third parties bring any claims against such party that proprietary rights or copyrights of such third parties are infringed in connection with Services.

- 11.3 In the event that any items used by ILLIG in connection with Services infringe a proprietary right or copyright of a third party, ILLIG shall, at its own option and at its own cost, modify or replace such items (e.g., spare parts) so that they no longer infringe any rights of third parties while still conforming to the agreed requirements, or, in the alternative, procure the necessary rights for the Contract Partner by entering into an appropriate license agreement with the third party. The Contract Partner shall afford ILLIG a reasonable time period for doing so.
- 11.4 In the event that any items used by ILLIG in connection with Services and originating from other manufacturers or suppliers infringe any rights of third parties, ILLIG shall, at its own option, make its own warranty claims against the manufacturer or supplier for the account of the Contract Partner or assign its warranty claims to the Contract Partner. In such cases the Contract Partner shall have claims against ILLIG only if judicial enforcement of the aforementioned claims against the manufacturer or supplier was unsuccessful or obviously has no prospect of success, e.g., as a result of insolvency.

12. Liability and Damages

- 12.1 Any liability of ILLIG for damages, whatever the legal basis, including, without limitation, any liability resulting from impossibility of performance, untimely performance (Verzug), performance of defective or the wrong Services, breach of contract, breach of pre-contractual obligations, or tort claims, in each case to the extent that such liability requires wrongdoing, shall be subject to the limitations of this section 12.
- 12.2 ILLIG shall not be liable for any ordinary negligence of its officers, directors, legal representatives, employees, or other agents, except in cases involving a breach of material contractual obligations. Material contractual obligations the performance of which is a prerequisite for the due performance of the contract and on the performance of which the Contract Partner may reasonably rely and generally does rely.
- 12.3 In the event that ILLIG is, in principle, liable under section 12.2 above, such liability shall be limited to damages that were actually foreseen by ILLIG as a potential consequence of a breach of contract at the time the contract was concluded or that should have been foreseen by ILLIG in the exercise of such reasonable care as is standard in the industry. Moreover, any indirect damages or consequential damages may be recovered only insofar as such damages are usually to be expected when the Service or the relevant System is used as intended.
- 12.4 The foregoing exclusions and limitations of liability shall, to the same extent, also apply for the benefit of officers, directors, legal representatives, employees, and other agents of ILLIG.
- 12.5 The limitations of this section 12 shall not apply to any liability of ILLIG for intentional acts or omissions, guaranteed qualities, or harm to life, limb, or health, or to liability under the German Product Liability Act (Produkthaftungsgesetz).

13. Limitation of Claims

Any claims of the Contract Partner in connection with Services performed by ILLIG – whatever the legal basis of such claims – shall be subject to a limitation period of 12 months from the date the contracted Services are accepted or, if no formal acceptance is required, from performance of the Service or delivery of the item used to perform the Service. This limitation period shall not apply to any claims for damages based upon harm to life, limb, or health, breach of guarantee, or intentional or grossly negligent breach, or to any claims for damages under the German Product Liability Act (Produkthaftungsgesetz); such claims shall become time-barred as provided by statute.

14. Confidentiality

Unless the parties have entered into separate confidentiality agreements, the following shall apply:

- 14.1 The parties each agree to keep confidential all information they receive, directly or indirectly, from the other party, including offers and all related commercial and technical details. In particular, all images, drawings, calculations, quality standards, samples, and similar items shall be kept confidential. Any reproduction or transfer of confidential information shall be permitted only if and to the extent required for the business needs of a party. Confidential information may not be disclosed to any third parties, except with the prior written consent of the other party.
- 14.2 The foregoing obligations shall not apply to any confidential information which the receiving party can show
- (i) was already in the public domain at the time of disclosure or became part of the public domain thereafter without any fault of the receiving party;
 - (ii) was already in the possession of the receiving party at the time of disclosure;
 - (iii) was made available to the receiving party by a third party not subject to any duty of confidentiality or non-use, provided that such third party did not receive the information, directly or indirectly, from the other party; or
 - (iv) is required to be disclosed to any regulatory authorities under applicable law.

14.3 The duty of confidentiality shall survive and continue in effect for a time period of five years after the business relationship of the parties ends. After the end of the business relationship, the Contract Partner shall surrender to ILLIG all confidential information the Contract Partner has received from ILLIG, to the extent that such information is physical-ly embodied or stored electronically. Upon the request of ILLIG the Contract Partner shall confirm compliance with the obligations under the two preceding sentences in writing.

15. Data Protection

15.1 The parties shall comply with all applicable data protection laws.

15.2 If and to the extent that ILLIG processes any personal data of the Contract Partner in the course of performing the contract, the parties shall enter into a standard data processing agreement within the meaning of Art. 28 of the General Data Protection Regulation (GDPR) prior to the commencement of data processing.

16. Software

16.1 In the event that a delivery includes software, ILLIG hereby licenses to the Contract Partner a non-exclusive right to use such software, including related documentation. Software will be made available for use on the machine or System intended for that purpose. Any use of software on more than one system is prohibited. The Contract Partner generally shall have no right to receive the object code or source code of software, unless the parties have expressly and specifically agreed otherwise.

16.2 The Contract Partner may copy, edit, translate, or convert software from object code to source code only to the extent permitted by law (§§ 69a et seq. of the German Copyright Act (UrhG)). The Contract Partner shall not remove information about the manufacturer – including, without limitation, copyright notices – or modify such information without the prior express consent of ILLIG. All rights to software and related documentation, including any copies thereof, shall remain the property of ILLIG or the software supplier. Any sublicensing of software is prohibited.

16.3 Prior to delivery to the Contract Partner, ILLIG shall test software for computer viruses, Trojan horses, hoax viruses, and comparable programs, program components, and malware that may result in a loss or falsification of data or programs or impair systems or any parts thereof (hereinafter “Computer Viruses”), by implementing up-to-date safeguards in conformity with the latest state of the art. Nonetheless, such tests cannot rule either the risk that software may include undiscovered or mutated Computer Viruses or the risk that such Computer Viruses may enter (operating or control) systems of the Contract Partner at a later date, thereby possibly modifying or deleting program data of the software or any other data or programs or adversely affecting such systems.

16.4 The Contract Partner therefore may implement its own safeguards to protect against Computer Viruses and other destructive data. The Contract Partner shall independently test delivered software and files for Computer Viruses before running such software or opening such files. This shall also apply to software the Contract Partner intends to use in connection with its (operating or control) systems, if this may impact the functionality of software made available by ILLIG.

17. Sanctions, Embargoes

Without prejudice to any other rights, ILLIG shall have the right to rescind contracts if the performance of such contracts would violate national and/or international foreign trade laws, such as embargoes or sanctions.

18. Compliance

18.1 The Contract Partner shall operate its business, whether domestic, foreign, or international, in compliance with all applicable laws and regulations (hereinafter collectively “Laws”). This shall apply, in particular, to all Laws related to or involving (i) bribery and corruption, (ii) export and import of products, including customs laws and foreign trade laws, (iii) antitrust and unfair competition laws, (iv) taxes, (v) labor and employment, (vi) health and safety, or (vii) environmental protection.

18.2 The Contract Partner further shall ensure that its employees and other representatives are sufficiently informed of all Laws, by establishing an adequate and effective internal compliance program and providing regular training, among other measures, and the Contract Partner shall take all necessary steps, now and in the future, to ensure that its employees and representatives will comply with all Laws when performing their responsibilities to the company.

18.3 The Contract Partner shall operate its business in compliance with the requirements of the ILLIG Code of Conduct as amended from time to time (hereinafter the “ILLIG Code of Conduct”) and as published on the homepage of ILLIG (<https://www.illig.de/de-de/compliance>). Upon the demand of ILLIG the Contract Partner shall confirm compliance in writing. Instead of having to comply with the ILLIG Code of Conduct, the Contract Partner may request, and ILLIG may grant, permission to comply with another, equivalent code of conduct, provided that ILLIG determines that the other code of conduct is equivalent and the Contract Partner agrees in writing to comply with such other code of conduct.

18.4 ILLIG reserves the right to take reasonable steps to audit the Contract Partner’s compliance with the provisions of this section 18. Upon the demand of ILLIG the Contract Partner shall permit such an audit to proceed on the business premises of the Contract

Partner, and the Contract Partner shall provide ILLIG with all reasonable assistance, including access to all records of the Contract Partner which ILLIG reasonably deems necessary for the audit.

18.5 The Contract Partner shall notify ILLIG in writing without undue delay of any circumstances indicating that Laws have been or may have been violated in connection with any business transactions of the Contract Partner.

18.6 ILLIG shall have the right to rescind contracts with the Contract Partner if there is reason to assume that the Contract Partner is in material breach of any provisions of this section 18. However, ILLIG shall have a right of rescission only if the Contract Partner fails to remedy the grounds for rescission or fails to furnish proof of remediation within four weeks from receipt of a written demand from ILLIG. In case of continuing obligations (Dauerschuldverhältnisse), ILLIG shall have a right to terminate the contract for good cause without notice.

19. Measures to Warrant Product Safety, Regulatory Measures

If the Contract Partner is subject to or targeted by any regulatory measures related to machines or Systems for which Services are performed, such as a plant shutdown directive or other market regulatory measures, or if the Contract Partner intends to implement its own measures to warrant product safety and such measures also relate to Services of ILLIG, the Contract Partner shall notify ILLIG thereof without undue delay and coordinate its steps with ILLIG, to the extent possible and not inconsistent with obligations of the Contract Partner under mandatory provisions of applicable law. Upon the demand of ILLIG the Contract Partner provide the regulatory authorities involved with reasonable cooperation and assistance.

20. Termination of Contract

20.1 Neither party shall have a right to terminate the contract for convenience (termination at will), unless expressly agreed otherwise by the parties as an exception to the general rule.

20.2 The right of either party to terminate a contract for good cause without notice shall remain unaffected by the provisions of these Terms and Conditions of Sale and Delivery.

20.3 ILLIG shall have a special right of rescission if circumstances related to the sphere of the Contract Partner provide cause for concern that the Contract Partner may on a long-term basis no longer be able to perform its obligations under contracts with ILLIG and if continued performance of such contracts would be unduly burdensome for ILLIG taking into consideration the circumstances of the particular case. In case of continuing obligations (Dauerschuldverhältnisse), ILLIG shall have the right to terminate the contract for good cause without notice.

21. Final Provisions

21.1 The Contract Partner may not assign its claims against ILLIG to any third parties, except with the written consent of ILLIG.

21.2 All legally binding representations or notices related to the contract (e.g., notice of deadline, notice of defect, notice of rescission, or notice of purchase price reduction) must be effected in written, signed or unsigned, form (e.g., by letter, email, but excluding telefax). Applicable legal form requirements shall remain unaffected thereby.

21.3 If any provision of a contract and/or these Terms and Conditions of Sale and Delivery are invalid, unlawful, or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. In such case the parties shall replace the invalid, unlawful, or unenforceable provision with such valid, lawful, and enforceable provision as most closely reflects the economic intent and purpose of the original provision.

21.4 The place of performance shall be the place where Services are to be performed under the terms of the contract.

21.5 Exclusive venue and jurisdiction for any and all disputes arising from or in connection with contracts between ILLIG and the Contract Partner shall be in the courts of Heilbronn, Germany. However, ILLIG shall also have the right to file legal action against the Contract Partner in any other court of competent venue and jurisdiction. Mandatory provisions of applicable law governing exclusive venue and jurisdiction shall remain unaffected thereby.

21.6 The business relationship of ILLIG and the Contract Partner shall be subject to the laws of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).