

SERVICE AND SPARE PARTS TERMS AND CONDITIONS / CORR24

of Corr24 GmbH
(Version 6; 1st of October 2020)

1. Scope of Application

1.1 These Service and Spare Parts Terms and Conditions (hereinafter "Service and Spare Parts Terms and Conditions/Corr24") of the company Corr24 GmbH, Rondenbarg 11, 22525 Hamburg, Germany (hereinafter "CORR24") apply to all contracts with customers, hereinafter "Contracts", regarding

- the delivery of spare and wear parts, collectively "Spare Parts" or "Products";
- software updates, -upgrades, new program versions
- the performance of repair and maintenance work as well as any other services and
- the performance of education and training.

Indents 2 to 4 above collectively referred to also as "Services".

If, when placing the order, contrary to the reference to the applicability of these Service and Spare Parts Terms and Conditions/Corr24, the Customer refers to its own terms of contract, which are not individually agreed with CORR24, and if it subsequently accepts Spare Parts and/or Services from CORR24 without objection, even though the applicability of the Service and Spare Parts Terms and Conditions/Corr24 was referred to again in the order confirmation of CORR24, by accepting the first Spare Parts and/or Services the Customer implicitly declares its consent to the inclusion of the Service and Spare Parts Terms and Conditions/Corr24. This does not apply if the Customer immediately objects after the first receipt of Spare Parts or after the first announcement of a maintenance, repair or other service appointment and sends back the Spare Parts or refuses the work/Services.

1.2 For future Contracts with the Customer for the delivery of Spare Parts and/or other Services, at the conclusion of a maintenance contract or a contract for training, these Service and Spare Parts Terms and Conditions/Corr24, once included, shall apply as amended without any

further explicit reference thereto. CORR24 is entitled to update the Service and Spare Parts Terms and Conditions/Corr24 in the future. For future Contracts concluded for Spare Parts and/or Services, the version of the Service and Spare Parts Terms and Conditions/Corr24 set and valid on www.corr24.com at the time of the conclusion of the respective Contract shall apply.

1.3 Any amendments or additions hereto shall be agreed upon in writing for each individual Contract. This also applies to a conditional waiver of the written form requirement in individual cases. § 127 (2) German Civil Code (BGB; telecommunications transfer and correspondence) applies.

1.4 For assemblies, the Corr24/Assembly Terms and Conditions also apply. These can be requested from CORR24 at any time by phone, fax or email respectively as set on www.corr24.com. then click "Terms and Conditions."

1.5 The price lists of CORR24 in the version valid at the time of placing the order or conclusion of the Contract apply and can be requested from CORR24 at any time by phone, fax or email (see www.corr24.com. then click "Contact") insofar as no other prices have been agreed in writing.

2. Written Agreement

Offers of CORR24 are subject to confirmation. A Contract shall only be deemed to have been concluded upon a written order confirmation issued by CORR24, by signing a written Contract by both parties or automatically by delivering the ordered Spare Parts to the Customer resp. by performing the ordered Services.

3. Subject Matter of Agreement

3.1 CORR24 agrees, to the extent agreed, to the delivery of the Spare Parts and/or Services as described in detail in the

offer and in the order confirmation and its possible annexes or in a written Contract:

- spare and wear parts or other products such as tools;
- software updates, -upgrades, new program versions
- for the provision of personnel, tools and necessary travel to the installation site of machines and/or systems;
- repair, maintenance and other services within the framework of maintenance agreements to the extent in which CORR24 has undertaken to provide them in accordance with the applicable maintenance agreement;
- education and training for the Customer's employees. These services provided by CORR24 require, on the part of the Customer, sufficient professional qualifications of the Customer's employees and, if necessary, a good command of English.

3.2 Conditions for Services to be rendered by CORR24:

- Unless otherwise agreed upon, CORR24 shall render its Services on work days (at CORR24 place of business), Monday to Thursday between 8:00 am and 6:00 pm and on Friday between 8.00 am and 3 pm.
- Depending on Contract between CORR24 and the Customer, drive times as well as costs for travelling and accommodation may be included in the compensation agreed upon or shall be borne by the customer in addition.

Not included in the scope of Services is work on power lines, remedy of disruptions in the telephone or data transmission network as well as in the telephone system or on the Customer's computers.

3.3 Insofar as CORR24 software is installed on a Product sold to the Customer or otherwise transferred to the Customer due to a Contract with CORR24, CORR24 grants the Customer a simple, non-transferable right of use for the object code of the software limited to the system on which the software of CORR24 was installed. The Customer is not entitled to make changes and additions to the software.

CORR24 reserves the right to make changes and additions to the software during the term of the Contract insofar as these do not affect the existing system, in particular interfaces with the Customer. The Customer has no right to decompile or otherwise reverse-engineer the software, unless CORR24, despite several attempts within a reasonable time, is unable to eliminate defects that have occurred in the software and impede the operating procedure significantly, or to provide a workaround option. The source code of any software of CORR24 is not subject to any grant of a license.

3.4 CORR24 is entitled to commission sub-contractors insofar as they are contractually bound by CORR24 in the reciprocal confidentiality obligation between the Customer and CORR24.

3.5 CORR24 reserves all property rights, copyrights and other industrial property rights as well as the protection of business and trade secrets illustrations, drawings, calculations, computer programs; to data and databases to which the Customer has access to models, tools, offer documents and other items; as well as to CORR24 technical or commercial know-how, collectively referred to as "CORR24 Information". They may not be made available for viewing by third parties or handed over in copy or as made available by CORR24 without the express written consent of CORR24; cf. Section 12 of these Service and Spare Parts Terms and Conditions/Corr24. Corr24 Information may only be used by the Customer in connection with the examination of the CORR24 offer as well as on the occasion of subsequent contractual performance and the contractual use of the technical equipment supplied. CORR24 Information must be kept secret from third parties and must be protected by the Customer through in-house organizational and technical means or by third parties to the extent required to prevent unauthorized access.

3.6 Machines, tools computers or other objects as well as data and data evaluations of or by CORR24, which are located at the site of the Customer or to which the Customer has access through or via CORR24, must be carefully stored by the Customer, provided that the objects that are the property of CORR24 are to be protected by the Customer through technical and organizational access regulations in such a way that no unauthorized persons can access them. Any losses, damage or unauthorized

access must be reported to CORR24 immediately. The Customer shall be strictly liable in its area of responsibility for damage or loss of the computer(s) transferred to it by way of lending and/or rental and for machines, tools or other objects that are the property of CORR24, and in the event of a breach of confidentiality of the CORR24 Information named above in Section 3.5.

3.7 Accessibility of CORR24

Insofar as CORR24 accepts 24/7 accessibility, this shall be on condition that the accessibility of CORR24 is not prevented by force majeure or disruptions of the electricity, telecommunications, server and/or cloud connections within the area of responsibility of third parties (including CORR24's own contractors).

In the event of an interruption due to force majeure (see Section 3.7 (1) above), the duration of the exception from the contractually agreed accessibility of CORR24 shall be deemed to include the duration of the interruption itself and a reasonable period for the resumption of the agreed deliveries and Services on a case-by-case basis.

3.8 The Customer shall give unrestricted access to the machine/system to employees of CORR24 or authorized third parties for the fulfillment of the Services and, if necessary, provide CORR24 with the desired assistance in the performance of Services.

3.9 If CORR24 and the Customer have agreed on an acceptance procedure, CORR24 will create an acceptance report, on demand in the presence of the Customer, which provides a detailed list of all the work completed. The Customer shall immediately sign the acceptance report provided that there are no or only insignificant defects that do not impair the operability of the machine or system. If any faults or defects have been detected, they shall be included in the acceptance report and repaired by CORR24 immediately or as soon as possible depending on the gravity of the fault or defect. If the Customer has not signed the acceptance report yet, it shall do so after such faults or defects have been repaired.

4. Terms of Payment

4.1 Unless otherwise agreed in the Contract, the prices for Spare Parts, repair, maintenance and other services as well as for service agreements valid at the time of conclusion of the Contract

shall apply which can be ordered by telephone, facsimile transmission or by e-mail, or as set on www.corr24.com, see "contact".

In the case of a stock of spare parts at Customer's site, the list prices valid at the time of providing ex works shall apply.

Prices are quoted in EURO and comprise, in the case of deliveries and services, the provision of the parts ex works excluding value added tax or delivery costs such as packaging, freight, insurance, customs or other state duties due to a delivery to Customer which have from a financial point of view a similar effect like customs, assembly and installation etc., collectively called "Delivery and Packaging Costs". Any Delivery and Packaging Costs as well as any value added tax will be invoiced in addition.

4.2 If CORR24 uses Spare Parts, lubricants or other consumables in the course of Services such Spare Parts, materials or costs may be invoiced in addition at the applicable list price of the Spare Parts or the invoiced amount as shown by submitted documents, unless otherwise contractually agreed upon in writing.

4.3 Should a price increase demanded by CORR24 for a contract about Services exceed 10 percent of the net service fee agreed upon for the previous year, the Customer shall be entitled to terminate the Contract about Services for cause by written notice two months before the price increase comes into force. Any demand for a change of price or termination shall not be valid unless in writing.

4.4 Invoices of CORR24 must be transferred by the Customer to one of the specified bank accounts of CORR24 within 30 days of the date of invoice without deduction of non-agreed discounts. Payment dates agreed in the Contract are binding and take precedence over the above payment period.

4.5 If the Customer defaults on payment within the business relationship with CORR24 or is in default of taking delivery or acceptance, CORR24 is entitled to demand a pre-payment, if applicable, in deviation from other contractual terms of payment, either for the Spare Parts to be delivered or for the expected cost of a call for Services.

4.6 All receivables of CORR24 that have already arisen but have not yet become due shall be

due immediately, irrespective of the term of any debited and credited bills of exchange or deferrals granted, if the Customer fails to comply with the contractual terms of payment or if CORR24 becomes aware of circumstances that are suitable to reduce the creditworthiness of the Customer.

5. Deadlines/Terms of Delivery

- 5.1 CORR24 shall dispatch any Spare Parts ordered to the delivery address stated by the Customer as soon as possible. Should any delivery dates apply in an individual case, CORR24 shall confirm the dates in writing unless such dates are already part of a written mutual agreement.
- 5.2 The dates of any Services as well as the dates resulting from a service agreement shall be mutually agreed upon between the Customer and CORR24. The prerequisite for the binding nature of response times is their express agreement. If agreed response times require CORR24 employees to carry out work on weekends or public holidays that apply at CORR24's place of business, or if work is to be performed outside the normal working hours of Monday to Thursday between 8:00 am and 6:00 pm and Friday between 8:00 am and 3:00 pm, CORR24 is entitled to calculate surcharges for this according to the price list.
- 5.3 CORR24 shall choose an economically adequate way of transport for the dispatch of Spare Parts and tools.
- 5.4 Deliveries and Services within Germany take place "ex works (ab Werk)"; loading point at CORR24 or sub-supplier. The risk of accidental destruction shall pass over to the Customer upon the start of loading the Products provided by CORR24 for collection. International deliveries and Services from Germany shall also be "Ex Works" (Incoterms 2010). Any packaging material shall not be part of the Product and shall, on demand of CORR24, be returned to CORR24 by the Customer free of charge or, if not required, be disposed of at its own expense.
- 5.5 CORR24 shall be entitled to make part shipments if the nature of the Products allows to do so.
- 5.6 In the event of force majeure, such as but without limitation plant interruption not caused by CORR24, civil riots, sub-contractor's delay beyond the control of CORR24 as well as in the case of substantial legal or administrative

measures not known by Corr24 at the time of the conclusion of the Contract as for example punitive tariffs which increase 10 % of the net contract price for the Product or Services to be rendered or other substantial non-tariff barriers as for example approval requirements for Products which increase 10 % of the own costs of CORR24 for the production of a Product or any other events that CORR24 cannot prevent, CORR24 shall be entitled either to postpone delivery for the duration of the impediment plus, from case to case, as reasonable restarting time or to withdraw from the Contract if a performance of the Contract cannot be reasonably expected.

- 5.7 If CORR24 carries out an assembly, the Assembly Terms and Conditions/Corr24 are supplementary valid and are available at CORR24 at any time, see Clause 1.4.

6. Customer's Obligations on Site with Respect to Installation Services

- 6.1 CORR24 agrees to perform any installation work as set forth in the Contract. Unless explicitly mentioned there, the Customer has the obligation to provide such facilities or to carry out work that is required by the Customer in connection with the installation, in particular to install power supply lines or its own installation circuits for computer connections, to carry out masonry and caulking work, to install suitable industrial floors, or stationary safety installations, modifications to existing buildings or facilities and fire protection or noise protection measures.
- 6.2 The Customer shall provide the necessary lifting and conveying devices and personnel for the unloading, transportation on site as well as the assembly and installation of the Products free of charge. Foundations or buildings must be completed at the time of delivery to the extent that assembly and installation can begin immediately. If, through no fault of CORR24, installation or start-up is delayed, the Customer shall bear the ensuing extra costs including any costs for personnel provided by CORR24.

7. Stock of Spare Parts at Customer's Site

If the Customer has a stock of spare parts installed by CORR24 at its site, the following shall apply in addition to the applicable spare parts agreement:

- 7.1 The Customer shall make available a suitable space for the stock, which is clearly marked off

from any other stock areas and lockable and which is exclusively used for parts from CORR24 the inventory management on site shall be carried out by the Customer in accordance with best practices. The Customer shall keep an inventory list, which is constantly updated when parts are added or removed noting the dates of such removal or addition. CORR24 shall be immediately furnished with a copy of the current list on demand and/ or enabling a physical inventory-taking.

7.2 Any packing, insurance and freight costs for the delivery of Spare Parts will be invoiced, pro rata, if applicable, to the Customer the same way as the parts themselves upon delivery. In the case of lost parts or damaged or open packaging, the Customer shall pay the remaining purchase price. This shall also apply if the Customer uses the parts in a way not covered by an agreement with CORR24.

7.3 In the case of an extension of the stock on demand of the Customer, the spare parts summary at the Customer shall be changed by CORR24 accordingly and signed for confirmation.

7.4 The risk of loss or deterioration of the parts shall be transferred to the Customer upon dispatch. The Customer shall inspect deliveries for completeness and intactness of the packaging and contents upon receipt. The Customer will receive upon delivery a set of original delivery notes, of which it will sign one copy after inspection to confirm receipt and send it back to CORR24 within 14 days of receipt. Customer shall notify CORR24 of any defects or faults immediately after receipt or installation.

The Customer shall order a replacement for spare or wear parts taken from the stock immediately. This shall also apply if parts are lost. Should parts be exchanged in a warranty case, the Customer shall point this out in writing when ordering the replacement for this part. If it omits to do so, any warranty claim is excluded. The Customer shall take stock once a year at a date to be named by CORR24 and inform CORR24 of the result within 14 days in writing.

7.5 The Customer shall insure at its own expense the stock against fire, burglary, theft, vandalism, storm and hailstorm as well as flooding at the amount of the value of the stock. CORR24 shall be included in the insurance policy as an independent beneficiary. The Customer shall automatically send CORR24 a copy of the current insurance policy every year. The

a 7

Customer shall make the insurance company declare,

- that, to be released, it shall pay damages only to CORR24,
- that it will inform CORR24 immediately of any delay in the premium payments,
- that it will grant CORR24 the right to continue the insurance relationship by paying the premiums,
- that the insurance contract may only be terminated by the Customer with the prior agreement of CORR24. In the case of damage, the Customer shall make all necessary declarations and confirmations to the insurance company in good time.

7.6 All Spare Parts in or from the Customer's stock shall remain in the ownership of CORR24 until they are paid in full. When parts are used as contractually agreed this will be the case until a part is taken from the stock and the remaining purchase price is paid by the Customer. The Customer shall mark the parts in the stock as property of CORR24 the Customer shall only take parts from the stock, open packages or hand them over to third parties, when it needs them and pays the complete purchase price. The Customer is not authorized to assign, give as security or garnish the parts before they have become its property. Where parts are installed in a machine of the Customer, CORR24 shall remain the owner as long as they have not yet been connected. Otherwise CORR24 shall become a shared owner of the machine in question.

The Customer shall inform CORR24 immediately of any garnishment or other claim on the stock and carefully protect the rights of CORR24 by pointing out the ownership of CORR24.

CORR24 shall be entitled, upon information of the Customer, to visit the stock of spare and wear parts at any time and to review the inventory list as well as look at the data concerning the stock and print them out.

7.7 When the Contract is terminated, CORR24 may demand the remaining purchase price for any parts in the stock to be paid.

7.8 In the case of contradictions between Contract documents, these documents apply in the following order:

(1) Section 9 of these Service and Spare Parts Terms and Conditions/Corr24, (2) the underlying Contract, (3) otherwise, these Service and Spare Parts Terms and Conditions/Corr24.

8. Claims Arising from Any Poor Performance of Services, a Defect in Purchase or Work

The sale of Spare Parts and/or performance of Services of CORR24 regulated in the Service and Spare Parts Terms and Conditions/Corr24 can be assigned to different types of contract according to the German Civil Code (BGB) and can therefore also be subject to different warranty systems.

- 8.1.1 The warranty period for Spare Parts is 12 months from transfer of risk, unless otherwise contractually agreed in writing or in the case default of acceptance by the Customer from notification of readiness for delivery. Any claims based on a violation of any secondary collateral contractual duties according to § 241 par. 2 German Civil Code (BGB) arising in connection with a defect shall become statute-barred within the same twelve months period from the time of transfer of risk which applies to all other contractual warranty claims. If a defect claim is based on fraud, intent or gross negligence on the part of CORR24 or its organs or vicarious agents or if the life, limb or health of a person is injured, the statutory period of limitation of 2 (two) years applies to claims under Section 8.1.1 sentences 1 and 2. The limitation periods for tort claims remain unaffected by Section 8.1.1.
- 8.1.2 The Customer must inspect the Spare Parts immediately for any defects and deviations from the respective contractual Product and, if necessary, send a written complaint to CORR24. In the case of hidden defects or deviations, the same applies as of the first discovery by the Customer.
- 8.1.3 CORR24 warrants that at the time of risk transfer the Spare Parts conform to the specifications stated in the Contract and, if stipulated in the Contract, that they are suitable for the intended use according to the Contract, or otherwise that they are suitable for the use which is customary for Products of the kind and which the Customer can reasonably expect from such Products (hereinafter collectively "Warranty").
- 8.1.4 CORR24 shall grant the same Warranty on any parts exchanged during the warranty period as

for any Spare Part to be delivered in accordance with the Contract. Such Warranty shall end, however, not later than 18 months after transfer of risk of the original delivered part. Section 8.1.1 sentence 3 also applies here.

- 8.1.5 Within the warranty period, CORR24 shall remedy any defects demonstrably existing at the time of the transfer of risk, by replacement delivery or elimination of defects at the discretion of CORR24. CORR24 If a replacement delivery or elimination of defects fails due to the same defect, or if CORR24 unjustifiably and finally refuses a replacement delivery or elimination of defects or if subsequent performance is not acceptable to the Customer, the Customer may either declare a reduction of the price or rescind the Contract after having set a reasonable time period to cure the defect and having advised CORR24 of the legal consequences the Customer plans to take in case of a failure.
- 8.2.1 Contractual claims due to faulty or incomplete Services (Dienstleistungen) become statute barred one year after the performance of the faulty or incomplete Service. If a claim is based on fraud, intent or gross negligence on the part of CORR24 or its organs or vicarious agents or if the life, limb or health of a person is injured, the statutory period of limitation applies to claims under Section 8.1.1. The limitation periods for tort claims remain unaffected by Section 8.2.1.
- 8.2.2 If Services (Dienstleistungen) of CORR24 are faulty or incomplete, CORR24 undertakes to eliminate the faults free of charge or to subsequently provide the complete service. If this is not possible because the service is related to a particular occasion and cannot be provided subsequently, CORR24 undertakes to take all necessary organizational and technical measures to avoid a repetition of the type of fault in the service rendered or in the service omitted.
- 8.2.3 Insofar as purchases of Spare Parts were made as an order as part of a Contract, these orders remain unaffected by the termination insofar as they were processed until the notice of termination was received or orders placed.
- 8.2.4 The Customer is entitled to terminate the Contract regarding Services if Corr24 fails to eliminate the faults or to complete the works in compliance with Section 8.2.2 above.

- 8.3.1 In the case of work performance (Werkleistung) the warranty period shall be 12 months after putting into operation. The exemption from that in Section 8.2.1, sentence 2 shall apply accordingly.
- 8.3.2 The Customer may first demand supplementary work performance, which CORR24 can provide at its discretion by eliminating the defect or providing a defect-free Product/software. With software, a workaround is sufficient as far as this does not affect the functionality of the software. If the first repair or provision of a defect free Product/software workaround does not resolve the problem within a reasonable period of time, CORR24 shall be entitled to undertake a second attempt to eliminate the defect within a reasonable period of time. If an elimination of defects is not successful again and no workaround reasonable for the Customer is provided, the Customer has the right to declare a termination of the respective Contract.
- 8.4 In case a Contract involves work performances and/or Services and/or the sale of Spare Parts Customer's right to terminate the Contract shall not apply to those works, Services and/or sales which were either already fulfilled by Corr24 or which are already called off by the Customer. This limitation of Customer's right to terminate does not apply if the Customer has a legitimate interest to terminate the entire Contract.
- 8.5 On the occasion of defect elimination and troubleshooting work the Customer shall provide CORR24 with staff free of charge and to the necessary extent, as well as to machines or the system and their sensor technology to enable troubleshooting. Any necessary lifting tools and personnel will be provided by the Customer in a timely and appropriate manner free of charge.
- Packaging and shipping costs incurred for a return of a defective part shall be refunded to the Customer against proof and invoice. In the case of replacement, ownership of the replaced part of the machine or system is automatically transferred from the Customer to CORR24, and vice versa by CORR24 to the Customer with the installation of the replaced part subject to retention of title as set out in Section 10. At the request of CORR24, the Customer shall send removed parts to CORR24.
- 8.6 A claim of the Customer for compensation of the necessary expenses for the removal and the installation or the attachment of the repaired or delivered defect-free items requires that CORR24 did not carry out the aforementioned work despite the written request of the Customer or did not do so properly and the contractual Product was installed by the Customer for its intended use or, vice versa, another item was connected to the contractual Product, of which CORR24 had positive knowledge at the conclusion of the Contract. This applies in particular to the connection of other machines or devices to the contractual Product with third-party software, with third-party sensors and with external data that may influence the operation of the contractual Product.
- 8.7 If the Customer fails to cooperate in order to carry out the replacement or elimination of defects, or if it refuses acceptance after fulfillment, the further warranty shall cease to apply.
- 8.8 CORR24 may withhold the elimination of defects, errors and omissions as long as the Customer does not fulfill its obligations under this Contract to cooperate.
- 8.9 The Customer agrees to a proper notification of defects and errors that allows CORR24 to begin targeted troubleshooting. The Customer shall provide CORR24 with the information available to it on the defect or error and shall assist with the elimination of the defect or error free of charge to a reasonable extent.
- 8.10 If, during work to eliminate defects or errors, the cause of the defect is found to be the responsibility of the Customer, CORR24 may charge its usual remuneration for the Spare Parts and/or Services provided.
- 8.11 CORR24, its executive bodies and vicarious agents are liable for damages for a defect or for culpable poor performance in the event of fraud, intent, gross negligence or in case of a non-fulfillment of a guarantee.
- In the event of a defect or error, the liability for compensation shall not apply if slight or ordinary negligence has resulted in the damage. This limitation of liability does not apply in the case of a breach of a guarantee or a violation of life, limb and health.
- Any exceeding claims for damages due to faulty or incomplete Services and for defects

regarding Spare Parts which are subject of Section 8 are excluded.

- 8.12 The warranty does not apply to defects caused by normal wear, damage, improper use, excessive strain, unsuitable operating equipment or materials by the Customer or any third party. This also applies to defects caused by an unsuitable installation site or an unforeseen circumstance upon conclusion of the Contract for CORR24. If the Customer fails to carry out the regular maintenance of the machine or plant, this shall also be deemed an improper use. This does not affect the Customer's claim to warranty in the event of evidence by the Customer of a defect existing at the time of the transfer of risk despite the limitations in Section 8.12 sentences 1 and 2.
- 8.13 Data or characteristics of a purchased item are not considered a guaranteed property, unless such a guarantee has been expressly agreed in writing with CORR24 or has been declared in writing by CORR24.
- 8.14 Insofar as work and the use of Spare Parts e.g. in case of a service contract overlap with warranties for work and/or parts, this shall already be taken into account in the calculation of the contractual remuneration of the current Contract in question. A reduction of the contractual remuneration is excluded. The warranty claims as set out in Section 8 of these Service and Spare Parts Terms and Conditions/Corr24 remain otherwise unchanged.
- 8.15 If any defect should be fraudulently concealed by CORR24 or in case an express guarantee for a specific characteristic was agreed on with the Customer the limitations of warranty in clauses 8.1.1, 8.1.4, 8.3 and 8.11. above shall not apply. Instead the applicable statutory regulations shall apply.
- 8.16 If CORR24 sells the contractual Product to the Customer within a supply chain and the Customer resells the contractual Product itself, the Customer undertakes to include CORR24 in its elimination of defects in the event of a claim due to a defect in the contractual Product. A right of the Customer vis-à-vis CORR24 for reduction, withdrawal and/or a claim for damages arising from a defect requires CORR24 to have had the possibility to eliminate the defect or make a replacement delivery. This also applies to the substitutability of expendi-

tures on the occasion of an elimination of defects. Section 8.6 above applies.

9. Liability

- 9.1 CORR24C, its organs and its vicarious agents are liable in events of culpable violation of contractual obligations or pre-contractual or supplementary obligations, in tort and for any other legal reason not separately regulated in these Service and Spare Parts Terms and Conditions/Corr24, limited to cases of fraud, intent and gross negligence.
- 9.2 In the event of impossibility and inability of performance or in the case of culpable violation of an essential contractual obligation, CORR24 shall be liable to the exclusion of cases of the slightest negligence. Essential contractual obligations are those which entail mutual obligations and the infringement of which jeopardizes the achievement of the purpose of the Contract or the fulfillment of which makes the proper execution of the Contract possible and upon the fulfillment of which the Customer can therefore rely.
- 9.3 The provisions on liability for damages in the case of defects or poor performance in Section 8, in particular Sections 8.1 to 8.3 and 8.11 of these Service and Spare Parts Terms and Conditions/Corr24 shall prevail.
- 9.4 The limitations of liability do not apply in the case of liability under the Product Liability Act or liability for injury to life, limb and health.

10. Reservation of Title

- 10.1 Title to and ownership of the product or products shall remain with CORR24 until the Customer has satisfied all claims of CORR24 resulting from and in connection with the Contract in question, unless Clause 7.6. provides differently for the Customer spare parts stock.
- 10.2 CORR24 may after written notice to the Customer and the passing of a reasonable period of grace assert its claim for surrender of the Products, if the Customer is in delay with its payment of the purchase price in part or as a whole and/or if it becomes known after the conclusion of the Contract that CORR24 claims for payment are at risk due to an inability to perform on the part of the Customer.
- 10.3 The Customer shall (according to 10.2) immediately surrender the Products to

CORR24. With the conclusion of the Contract, the Customer irrevocably agrees to permit CORR24 to enter its premises and sites for the purpose of taking possession of the Products.

- 10.4 Should this reservation of title not be legally effective according to the national law of the country, in which the Products are located, the protection of CORR24' contractual rights, which this national law provides and which corresponds to such reservation of title and assignment shall be deemed to have been agreed upon with the Customer. The Customer undertakes to co-operate with CORR24 in the furnishing of collateral security. Any related costs shall be borne by the Customer.
- 10.5 Pledging or transfer of property by way of security in connection with Products whose title is reserved shall not be permitted. Any levy of execution against the Customer into the ownership of CORR24 shall immediately be reported to CORR24 identifying the creditor.

11. Term and Termination of Service Contracts

- 11.1 Service contracts shall have the term agreed in each respective Contract and are automatically extended by one year unless otherwise agreed in writing, should the Contract not be terminated in writing by the Customer or CORR24 subject to a period of notice of three months to the end of the contract year.
- 11.2 Both the Customer and CORR24 have the right to terminate the Contract prematurely for good cause. Good cause is deemed present in particular if the Customer repeatedly fails to meet its payment obligations in a timely manner, CORR24 work is obstructed by the Customer, or if the Customer does not meet or does not meet to the necessary extent its obligations of confidentiality or access protection vis-a-vis unauthorized third parties in Sections 3.6 or 3.7 and 12 of these Service and Spare Parts Terms and Conditions/Corr24 despite being reminded to do so.

12. Confidentiality

- 12.1 CORR24 information, cf. Section 3.6 and access options, cf. 3.7 of these Service and Spare Parts Terms and Conditions/Corr24, as well as all information otherwise provided by CORR24, may not be made available to third parties unless they are clearly intended for other persons aside from the Customer, as far as this is not required as part of the intended use of the

delivery items by the Customer. For the purposes of this section, "third parties" are natural persons or legal entities that are not the Customer's organs or employees, as well as such contractors of the Customer who fail to commit themselves in writing to comply with the confidentiality provisions in Section 3.6, access protection in Section 3.7 and Section 12 of these Spare Parts Terms and Conditions/Corr24.

- 12.2 In the event of a breach of these confidentiality obligations in Section 12.1 by a person assignable to the Customer (organ, employee and/or contractor), the Customer undertakes to pay a penalty in the amount of 10,000 Euros per infringement subject to further claims for damages. Upon request, the Customer shall provide complete information about the manner in which the CORR24 Information is used and/or about the access to the information, and in particular about any contractor who violates these confidentiality obligations.

3. Miscellaneous

- 13.1 CORR24 shall be entitled to sub-contract its obligations from any agreements.
- 13.2 This Contract or any right or claim based on it may not be transferred or assigned to any third parties without prior written consent of the other party.
- 13.3 The Customer is only entitled to declare a set-off or to assert a right of retention, including a commercial right of retention, if the claim in question is undisputed or has been legally established by a court of law or in the event of a gross breach of contract by CORR24.
- 13.4 Should any provision of these Service and Spare Part Terms and Conditions be or become ineffective, the other provisions herein shall remain in full force and effect. The parties to this Contract shall replace the invalid provision by a legally effective provision which is in content and purpose the most similar to the invalid one. This shall also apply in case of a missing regulation in the Contract (= gap).
- 13.5 The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), if applicable. In case of any discrepancy or contradiction between the German language version and a non-German language version the German language version of these Service and Spare Parts Terms and Conditions shall prevail.



- 13.6 Place of fulfillment for all payment claims of CORR24 resulting from this Contract shall be CORR24's registered place of business in Germany, see Clause 1.1 above.

Place of jurisdiction for all litigation against the Customer arising from or in connection with this Contract shall be, at the discretion of CORR24, either the registered place of business of CORR24, see Clause 1.1 above or any other place of jurisdiction due to law. In any case of

litigation or temporary restraining order against CORR24, the registered place of business of CORR24, see Clause 1.1 above, is the only place of jurisdiction. This clause shall only be applicable if the Customer is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch).

Hamburg, 1st of October 2020