

# Terms and conditions for machine installation and services

- 1 Scope of Terms and Conditions, Integral Part of GTC Plant, Exclusion of Conflicting Terms and Conditions**
- 1.1 These terms and conditions for machine installations and services (hereinafter referred to as "InstallationTC") shall apply to all existing and future legal relationships by Mikron Germany GmbH (hereinafter referred to as "MIKRON") and the Customer (as defined in sec. 1.3 below), including any contracts, offers, order acknowledgement and order acceptances, relating to any installations on MIKRON's machines and any other services provided by MIKRON, including – for the avoidance of doubt - MIKRON's service centers, irrespective of being provided in connection with the sale and delivery of plant and machinery of MIKRON or with the supply of spare parts or other components or otherwise (hereinafter referred to as "Installation").
- 1.2 As far as the sale and delivery of plant and machinery of MIKRON is concerned, these InstallationTC form an integral part of the General Terms and Conditions of Sale and Delivery for plant and machinery of MIKRON, as amended from time to time (hereinafter referred to as "GTC Plant").
- Unless set forth otherwise herein, all provisions set forth in InstallationTC shall apply as if set forth in the GTC Plant itself and all provisions set forth in GTC Plant (including its definitions) shall apply to these InstallationTC as well.
- 1.3 These InstallationTC shall only apply to legal relationships with entrepreneurs according to Section 14 German Civil Code in the course of business, legal entities under public law or special assets under public law (hereinafter referred to as the "Customer").
- 1.4 These InstallationsTC are also available on MIKRON's website under <http://www.mikron.com/terms-and-conditions/>.
- 1.5 These InstallationTC shall apply exclusively, save as varied by explicit individual agreement accepted in writing by MIKRON and the Customer (hereinafter together referred to as the "Parties" and each individually a "Party").
- Any general terms and conditions which deviate from, contradict or supplement these InstallationTC, in particular any Customer's terms and conditions concerning installations, are objected to and will not be binding upon MIKRON, unless and insofar as their validity is explicitly agreed and confirmed by MIKRON in writing (if so, their validity is accepted for the current legal relationship or contract only); this requirement of confirmation by MIKRON applies in any case, even if MIKRON renders Installations without reservation while being aware of any deviating, contradicting or supplementing general terms and conditions of the Customer.
- 1.6 Written form within the meaning of these InstallationTC shall also include text form (f.ex. telefax, E-Mail). This shall especially apply to legally relevant declarations and notifications of the Customer with regard to the Contract (f.ex. setting a deadline, notification of defects, withdrawal or reduction) for which text form shall be sufficient. Statutory provisions on form and further evidence, in particular in case of doubts concerning the legitimacy of the declaring person, remain unaffected.
- 2 Conclusion of Contract**
- 2.1 All agreements and relevant declarations of parties, as well as the modifications, must be in writing in order to be valid and binding upon MIKRON (hereinafter the "Contract").
- 2.2 Any offers are free of charge and non-binding, unless indicated therein or agreed upon otherwise in writing.
- 3 Rendering of Installation, change requests**
- 3.1 MIKRON shall be bound to perform any Installation only in accordance with the Contract including these InstallationTC.
- 3.2 MIKRON is authorized to choose whether to use their own personnel or to engage a third party to carry out the Installation. The engagement of a third party by MIKRON will not alter the commitment of MIKRON or the Customer under the Contract in any way.
- 3.3 Any requests by the Customer for modifications of and/or additions to the Installation services subsequent to the conclusion of the Contract ("Change Requests") must be submitted to MIKRON in writing. MIKRON reserves the right to either accept or turn down the Customer's requests after checking out the feasibility of the modifications and/or additions.
- If the Change Request is accepted by MIKRON in writing, any costs and expenses necessary for making the modifications and/or additions shall be borne exclusively by the Customer and, unless agreed upon otherwise in writing, billed on the basis of MIKRON's rates as they apply from time to time.
- The parties shall furthermore agree in writing on the new Installation completion date while duly considering the time required for implementing the modifications and/or additions.
- 3.4 MIKRON will inform the Customer in good time before the Installation work shall begin of any auxiliary labour, installation materials and other equipment that must be supplied free of charge by the Customer to enable the Installation to be carried out (cf. also sec. 7 below). If the Customer fails to supply as requested, the Customer must bear the extra costs necessary for the substitute supply by MIKRON; in this case, MIKRON is entitled to claim an advance payment.
- 3.5 MIKRON will provide all tools and objects required for the Installation. The Customer, at its own expense, must provide a lockable and dry room for storing such equipment. Upon completion of the Installation or upon request of MIKRON, Customer must return and hand over and – if necessary – send back such tools and objects to MIKRON at Customer's expense.
- 4 Installation price**
- 4.1 The time for the preparation and the execution of the Installation will be invoiced on the basis of the time spent as working hours in accordance with MIKRON's price list applicable at the time of entering into the Contract (which is – for the avoidance of doubt- an integral part of the Contract), unless deviating hourly rates or a fixed price for the Installation has been expressly agreed upon in writing.
- 4.2 The amounts set forth in MIKRON's price list or agreed upon otherwise (e.g. deviating hourly rates, any agreed fixed price or maximum price) are net prices excluding any applicable value added tax which the Customer shall be additionally liable to pay to MIKRON.
- 4.3 Starting point for calculating working hours and any Installation time (including preparation time), travelling time, waiting time, subsistence allowances and any surcharges is MIKRON's site or the relevant MIKRON's service centre.
- "Travelling time" is the time taken to travel to and from the Installation site, the time taken to visit the accommodation and the time taken to travel between the accommodation and the Installation site provided that it is not possible for Installation personnel to stay close to the Installation site. Travelling time is considered working hours and will be invoiced on the basis of the time spent in accordance with sec. 4.1 herein.
- "Waiting time" is the time lost if the beginning or the progress of the Installation is delayed due to non-fulfilment of Customer's obligations (e.g. preparation of Installation site) or if the Installation personnel is obstructed in carrying out the work or in completing the work for reasons that can be attributed to the Customer otherwise. Waiting time is considered working hours and will be invoiced on the basis of the time spent in accordance with sec. 4.1 herein provided, however, that waiting time will be invoiced in addition even if a fixed price for the Installation is agreed upon.
- 4.4 Any travel and lodging expenses (including any travel costs between the accommodation and the Installation site) will be charged separately.
- 4.5 The Installation rates quoted include the provision of commonly used tools (e.g. hand-held drills) unless explicitly agreed otherwise. Any provision of heavier lifting equipment and stationary Installation devices will be charged for separately.
- Consumables will be charged for according to use.
- 4.6 If the presence or work activities of the Installation personnel should generate any type of fiscal obligations, social obligations, social security obligations or similar outgoings (e.g. Installation wages, subsistence allowances) at the place of Installation, the relevant contributions must be paid by the Customer even if a fixed price or maximum price for the Installation has been agreed. The Customer must fully reimburse any advance payments made by MIKRON to this regard.
- 5 Payment of Installation price, advance payment**
- 5.1 Unless otherwise agreed in writing, invoicing of the Installation price including any expenses and relating costs shall be made by MIKRON before completion of the Installation work. Unless agreed otherwise in writing, MIKRON's invoices are due for payment within ten (10) calendar days upon receipt by Customer without any deduction.
- 5.2 In any case, MIKRON is entitled to request an advance payment for the full or a partial amount of the quoted Installation price including any

expenses and relating costs. Unless agreed otherwise in writing, the advance payment has to be paid by the Customer to MIKRON without any deduction at the latest 7 calendar days before the execution of the Installation shall start.

- 5.3 Any payments shall be effected by bank transfer only; no cheque or bill of exchange will be considered as fulfilment of the payment obligation.
- 5.4 All payments by Customer shall be made exclusively in the EURO currency. Any exchange rate risks shall be borne by the Customer.
- 5.5 If any indications of a substantial deterioration of the Customer's economic situation occur, MIKRON may request that the Customer delivers a letter of credit issued by its bank (or any bank acceptable to MIKRON) or may withdraw from the Contract.
- 5.6 The Customer may only retain any payments or offset receivables due to MIKRON with counter claims if such counter claims are undisputed or have been established in law in a binding and unappealable manner or are recognized by MIKRON in writing.

## 6 Cooperation of Customer

- 6.1. The Customer must, at its own expense, provide the Installation personnel with support in carrying out the Installation.
- 6.2. The Customer is obliged to inform MIKRON of any risks in relation to the safety and conformity of the equipment and the premises where MIKRON shall carry out the Installation work; Sec. 14.3 herein remains unaffected.

The Customer must put in place any special measures that are necessary for protecting persons and items at the Installation site. It must also provide MIKRON's site manager with instructions about any special safety requirements that exist, provided that these requirements apply to the Installation personnel.

The Customer shall notify MIKRON of any breaches of said safety regulations committed by the Installation personnel. In the event of serious breaches, it may, in consultation with MIKRON's site manager, deny the offender access to the Installation site.

- 6.3 If regulations in force at the place of Installation require an additional insurance policy to cover MIKRON's Installation personnel, the Customer shall inform MIKRON accordingly. The Customer is obliged to provide for any necessary insurance policies and bear the costs of it.
- 6.4 The Customer must ensure that the relevant machines and systems are clean and are freely accessible to MIKRON's Installation personnel.

## 7 Technical support by Customer

- 7.1. The Customer shall provide technical support at its own expense including, but not limited to:
  - a. Provision of necessary, appropriate support staff (such as bricklayers, carpenters, metalworkers and other trained staff, unskilled workers) in such quantity and for such time as necessary for the Installation; the support staff has to follow the instructions of MIKRON's site manager. MIKRON does not accept any liability for

the Customer's support staff. If the support staff causes a defect or damage due to the instructions provided by MIKRON's site manager, sec. 10 and sec. 11 herein shall apply.

- b. carrying out all earth-, building-, foundation- and scaffolding work including the provision of the necessary building materials.
- c. provision of the necessary devices and heavy tools (e.g. lifting gears, compressors) as well as the necessary consumption items and materials (e.g. construction wood, wedges, mats, cement, plaster and sealing materials, lubrication solvents, fuels, driving ropes and belts).
- d. supply of heating, lightning, operating power, water, including all necessary connections.
- e. provision of necessary, dry and lockable rooms for the storage of tools of the Installation personnel.
- f. transportation of the assembly parts at the Installation area, protection of the Installation site and –materials against damaging influences of any kind, cleaning of the Installation site.
- g. provision of appropriate, theft proof recreation rooms and working rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the Installation personnel.
- h. provision of material and performance of all other actions which are necessary for the adjustment of the object to be installed and for the conduct of a contractually envisaged functional test.

7.2 The Customer's technical support shall warrant that the Installation can immediately be started upon arrival of the Installation personnel and may be conducted without delay until the acceptance by the Customer. If the Customer requires special plans or instructions by MIKRON, MIKRON shall provide the Customer with these in time.

7.3 If the Customer fails to fulfil its duties, MIKRON is after the unsuccessful lapse of an imposed adequate deadline entitled, but not obliged, to fulfil the Customer's duties instead of and at the expense of the Customer. Besides, all statutory rights and claims of MIKRON remain unaffected.

## 8 Installation period, delay of Installation

- 8.1 An Installation period or a deadline or date for Installation completion is only compulsory if accepted in writing by MIKRON.
- 8.2 The Installation period or any deadline or date for Installation completion shall be deemed to be met if, at its expiry, the Installation is ready for the Customer's acceptance or, in case where a contractually agreed test run or specific acceptance test is to be performed, the Installation is ready for performing such test run or specific acceptance test pursuant to MIKRON's notification of readiness to the Customer.

8.3 MIKRON is bound to respect the Installation period or any deadline or date for Installation completion only if the Customer has complied with all obligations set forth in the Contract and necessary for completing the Installation, including in particular the obligations set forth in sec. 5.2 (advance payment), sec. 5.5 (letter of

credit), sec. 6 (cooperation) and sec. 7 (technical support) herein.

Subject to sec. 7.3 herein, the Installation period or any deadline or date for Installation completion shall be deemed to be proportionally extended in case that the Customer fails to fulfil aforementioned obligations under the Contract.

In the event that the Customer fails to pay any advance payment or to provide any letter of credit requested by MIKRON or to fulfil any other of the aforementioned obligations under the Contract, MIKRON is - subject to sec. 7.3 herein - entitled upon the unsuccessful lapse of an imposed adequate deadline to withdraw from the Contract. Besides, all statutory rights and claims of MIKRON remain unaffected.

8.4 If the Installation work is delayed due to action relating to labour disputes, particularly any strike action and lockouts, or due to circumstances for which MIKRON is not responsible (whether they may occur with MIKRON, the Customer or third parties), the Installation period shall be extended as appropriate, provided that the aforementioned hindrances demonstrably have a significant impact on the ability to complete the Installation work. This shall also apply if circumstances of this nature arise while MIKRON is already in delay with the Installation. Each Party shall communicate to the respective other Party such hindrances including its beginning and end immediately.

8.5 In the event of late deliver, the Customer shall have no entitlement to compensation or to terminate the Contract.

If the Customer can prove that it has suffered a loss as a result of the delay of MIKRON, the Customer shall be entitled to demand payment of liquidated damages for delay with exclusion of any other claim. Such liquidated damages shall amount to 0.25% of the Installation price for every full week of the delay, but not more than 5% in the aggregate amount, for delayed performance which shall be calculated on the basis of the price of the installation pertaining to that part of the Plant or system to be installed by MIKRON which cannot be used in time because of the delay. The first four (4) weeks of delay shall not, however, give any entitlement to such liquidated damages. The Customer shall forfeit these liquidated damages if not claimed in writing within two (2) weeks from the effective date of delivery.

Further claims arising from delay are determined exclusively according to sec. 11 herein.

8.6 If the Installation work should suffer destruction or deterioration before acceptance through no fault of MIKRON's own, then MIKRON shall be entitled to demand the Installation price minus any savings of cost and expenditure. This shall also apply if it is impossible to carry out the Installation, through no fault of MIKRON's own.

The Customer may demand that the Installation is repeated if and to the extent that this can be reasonably expected of MIKRON, especially taking into consideration MIKRON's other contractual obligations. For the work to be repeated, the Installation price must be paid to MIKRON again on the basis of the prices agreed in the Contract.

## 9 Acceptance

9.1. The Customer is obliged to accept the Installation as soon as it is notified to the Customer that the Installation work has ended

and any contractually agreed test run of the installed item has taken place.

If the Installation proves not to comply with the Contract, MIKRON shall be obliged (and entitled) to rectify the defects at its own expense. Such obligation shall not apply if the defects are insignificant to the Customer's interests or if the defects are based on circumstances that are attributable to the Customer.

If an insignificant defect exists, the Customer may not refuse acceptance provided that MIKRON explicitly acknowledges its obligation to rectify the defect.

- 9.2. If the acceptance is delayed through no fault of MIKRON's own, the acceptance shall be deemed to have taken place two weeks after the notification of the Installation's completion, unless a longer time period applies due to sec. 9 GTC Plant (which shall prevail) or otherwise.
- 9.3. Acceptance removes any liability on the part of MIKRON for any defects that were already identifiable at the time of acceptance, unless the Customer has reserved the right to assert a claim in respect of a specific defect.

## 10 Claims for defects

- 10.1 After acceptance of the Installation, MIKRON will be liable for defects of the Installation, under exclusion of all other claims of the Customer irrespective of sec. 10.5 and sec. 11 herein, in the manner that MIKRON has to rectify the defects. The Customer shall inform MIKRON in writing of any detected defects without undue delay.
- 10.2 MIKRON shall not be held liable if the defect is irrelevant for the interests of the Customer or is based on circumstances for which the Customer is to be held responsible.
- 10.3 Unqualified alterations of or maintenance work on the Installation item executed by the Customer or any third party without prior written approval of MIKRON will exclude all liability of MIKRON for consequences resulting therefrom.

Only in urgent cases of a risk to operational safety and for protection against disproportionately high further damage, whereby MIKRON must be informed immediately, or if MIKRON has allowed a reasonable deadline set for remedy of the defect to fruitlessly expire, shall the Customer be entitled to remedy the defect itself or have the defect remedied by third parties and demand reimbursement of the necessary costs from MIKRON.

- 10.4 To the extent that the Customer's complaint proves to be justified, MIKRON shall bear from the costs arising directly from remedying the deficiencies any costs of the replacement part including any costs of transport. Furthermore, MIKRON shall bear the costs of disassembly and re-installation as well as the costs for providing any required Installation personnel and assistants including travel expenses, provided this is not an unreasonable burden imposed on MIKRON.
- 10.5 In case that MIKRON, under consideration of any statutory exceptions, has allowed a reasonable deadline set for remedy of the defect to fruitlessly expire, the Customer has a right to reduction of the Installation price within the framework of the legal regulations. The Customer's right of reduction also exists in other cases of failure to remedy the defect. Only in

case that the Installation is despite the price reduction verifiably of no interest to the Customer, the Customer shall be entitled to withdraw from the Contract.

- 10.6 The specific contract named 'Warranty extension to 24 months' does not entitle claims for defect in relation to parts subject to normal wear and tear such as, but not limited to, cam followers, belts, clamping jaws as well as collets, etc.
- 10.7 Spindles' right to claim defects is twelve (12) months or 2500 working hours, beginning from the date of shipment of the machine supplied by MIKRON or from the date of purchase of a new spindle.
- 10.8 Unless otherwise agreed, for the groups overhauled by MIKRON at his site or at the client, the customer's right to claim defect is six (6) months starting from the completion date of the overhauling or at the latest, from the date of shipment by MIKRON.
- 10.9 Subject to sections 11.3, 11.4, 11.5 and 11.6 of the GTC Plant, the Customer's right to claim defects under this section 10 presumes that works are performed and spare parts will be assembled by MIKRON's authorized technical staff. Moreover, MIKRON accepts no liability- and the warranty shall become void. In the event of mishandling by the client or third parties and particularly in the event of inappropriate, improper or careless use, incorrect or third parties installation or start up, failure to comply with the instruction of use and with safety rules, natural wear and tear, lack of regular maintenance and use of other than original MIKRON spare parts, inadequate operational means or materials, inadequate area of facility where the object of the contract located, influence by chemical, electronic or electric agents. The warranty shall also not apply for any failures and defects not attributable to MIKRON or not traceable to defective or imperfect installation.
- 10.10 Further claims, in particular claims for reimbursement of expenses and claims for damages, are excluded unless provided otherwise in sec. 11 herein.
- ## 11 Liability
- 11.1 In case that an assembly part supplied by MIKRON is damaged during Installation through MIKRON's fault, MIKRON is at its own choice obliged to repair such assembly part or re-supply it at its own expenses.
- 11.2 In case that the installed item cannot be used by the Customer as contractually agreed through MIKRON's fault due to the failure to perform or due to the improper performance of any recommendations or advice given before or after conclusion of the Contract or as a result of the violation of other ancillary contractual obligations such as in particular instructions for operation and maintenance of the installed item, the provisions set forth in sec. 10, sec. 11.1, sec. 11.3 and sec. 11.4 shall apply accordingly under exclusion of further claims of the Customer.
- 11.3 Subject to sec. 11.4 below, MIKRON shall be liable - irrespective of the legal grounds - for any damages and losses which have not occurred to the installation item itself only
- if caused intentionally;
  - if caused with gross negligence of MIKRON, MIKRON's legal representatives or executives;

- in case of culpable injury of life, body or health;
- in case of defects that MIKRON has maliciously kept silent or the absence of which MIKRON has guaranteed; or
- as far as liability exists for personal injury or property damage to privately used objects pursuant to the German Product Liability Act.

- 11.4 In case of culpable breach of its primary obligations MIKRON shall also be liable for gross negligence of non-executive employees and other assistants in performance as well as for simple negligence. Primary obligations are such basic duties which form the essence of the Contract, which were decisive for the conclusion of the Contract and on the performance of which the Customer may rely.

However, in case that primary obligations are breached through simple negligence, then MIKRON's ensuing liability shall be limited to the loss which was reasonably foreseeable by MIKRON and typical for this kind of Contract at the time of performance. As far as legally permitted, the reasonably foreseeable loss and loss which is typical for this kind of Contract shall be the 10% (ten percent) contract value i.e. the 10% (ten percent) of the purchase price for the installation and/or the services.

- 11.5 MIKRON is not liable to the Customer or any third party for any indirect or consequential damages such as but not limited to the loss of productions, loss of use, loss of orders, loss of profits or revenues, loss of goodwill, special, incidental, punitive or exemplary damages any indemnification arising out of or resulting from the delivery of the Plant and/or in relation to the Contract with the Customer.
- 11.6 MIKRON shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.
- 11.7 Any more extensive liability of MIKRON is excluded on the merits.

## 12 Limitation period

- 12.1 All of Customer's claims - regardless of their legal grounds and except other longer period acknowledged by MIKRON under these InstallationTC - become time-barred in three (3) months from the date of completion of the Installation. However, the statutory periods of limitation shall apply for compensation claims for damages under sec. 11.3 a. - e. Likewise, the statutory periods of limitation shall apply if MIKRON performs the Installation work on a building and, as a result of this, causes the building to become defective.

## 13 Compensation by Customer

- 13.1 Should the equipment or tools provided by MIKRON be damaged at the Installation site or get lost without MIKRON's fault, the Customer shall be obliged to compensate for such damages. Damage attributable to normal wear and tear shall be disregarded.

## 14 Safety regulations in the place of Installation

- 14.1 All Installation work is carried out in accordance with the regulations applied by the European Union. In the event of Installation work to be carried out outside the EU, the Customer shall inform MIKRON in writing, no later than on the time when the order is placed by the Customer or when the Contract is entered into, depending

on which event occurs first, of any deviating rules and regulations of its country.

- 14.2 If the Customer fails to inform MIKRON of deviating rules and regulations in force or gives false information, the Customer must bear the costs of any modifications or other corrective action that MIKRON may have to provide for.
- 14.3 The Customer must ensure a safe workplace for MIKRON staff during the execution of the work.

In any case, MIKRON staff are authorized to suspend or interrupt the work if safety at work is not guaranteed. The Customer is obliged to reimburse MIKRON for any damages that may derive from such an event, in addition to the contractual working hours and any related expenses set forth under sec. 4 herein.

## 15 Use of Software

- 15.1 To the extent that any software is included in the scope of delivery of the Plant, MIKRON grants, as far as entitled hereto, to the Customer the non-exclusive, non-transferable right to use and exploit the software, including the object code and any documentation supplied, (together the "Licensed Software") exclusively for and in connection with the operating, use and maintenance of the Plant delivered by MIKRON. The Licensed Software shall not be used on more than one Plant system.
- 15.2 The Licensed Software shall be installed by MIKRON and the Customer shall not be entitled to install any other software on the Plant. The Customer undertakes not to remove any manufacturer identification labels including, but not limited to copyright marks. As far as legally permitted, the Customer shall not and shall not allow any person or entity to remove, modify, copy, reverse engineer, merge, decompile or disassemble the Licensed Software.
- 15.3 MIKRON and its licensors, if any, shall retain sole title to all Licensed Software integrated in or relating to the Plant. Upon breach of Contract by Customer, MIKRON shall be entitled to require at Customer's expense the return of all copies of the Licensed Software or, if applicable, to demand the assignment of Customer's right of return of third parties. In such case upon MIKRON's request, Customer shall confirm in writing that neither the Licensed Software nor copies thereof were retained and that all installations of the Licensed Software have been irrevocably deleted from Customer's or third party's systems.
- 15.4 The Customer undertakes to allow MIKRON or an agent of MIKRON to audit whether Customer's use of the Licensed Software is consistent with the rights granted to Customer upon request of MIKRON and provided there is a legitimate interest therein and to give full cooperation to MIKRON or its agent carrying out such audit.
- 15.5 MIKRON shall be liable in accordance with the provisions under sec. 11 herein only.

## 16. Data sharing, Cyber security and Confidentiality

For and in connection with performing the Contract as well as for purposes of predictive remote maintenance during any term of maintenance of the Plant by MIKRON upon delivery (together hereinafter the "Permitted Purpose"), both the Customer and MIKRON will share with each other such business and technical data relating to the Plant (e.g. as

regards performance, wear and tear, consumption) (hereinafter the "Plant Data") as agreed to be necessary or useful to achieve the Permitted Purpose. For such Permitted Purpose, the Customer and MIKRON shall be connected online via human machine interfaces to constantly exchange the Plant Data.

- 16.1 It shall be the Customer's own responsibility to establish an appropriate and secure connection between its IT system and MIKRON's IT system, which complies to international industry standards and to take any reasonable and adequate precautions against any technical and security risks (e.g. risk of viruses, cyberattacks) related to the use of the system as well as to bear any costs thereby incurred. Upon request by MIKRON, the Customer shall complete MIKRON's cybersecurity questionnaire for its review for ensuring the adequacy of the internet connection and safety protection and shall adhere to MIKRON's requirements as regards cybersecurity. On request of MIKRON, the Customer and MIKRON shall agree on the encryption of any Plant Data to be transmitted or stored.
- 16.2 During the term of the Contract and without time limitation thereafter, the Customer shall keep such Plant Data strictly confidential and not (completely or partly) disclose or make accessible otherwise any part of Plant Data to a person other than set forth in sec. 16.2.(ii).
- (i) The Customer shall take adequate measures to protect Plant Data (in electronic, printed or any other form) against disclosure, misuse, espionage, loss, unauthorized use or theft and shall not to use, reproduce, process or store Plant Data on any computer or electronic information system which can be accessed remotely or transmit Plant Data outside its business premises.
- (ii) The Customer shall not disclose or make accessible otherwise any part of Plant Data to any person other than to those directors, employees and other personnel which have a need-to-know in order to achieve the Permitted Purpose and which are informed of the confidential nature of the Plant Data and are contractually or professionally obliged to keep Plant Data secret.

In case that the Customer is legally compelled by court order, by administrative order or by a legal obligation to disclose any of the Plant Data, the Customer is obliged to inform MIKRON immediately and support MIKRON on its request as far as possible to protect the Plant Data or have the Plant Data protected by court order to the largest extent.

- 16.3 MIKRON herewith grants to Customer a non-exclusive, non-transferable right of use (license) permitting the Customer to access, read and process the Plant Data provided by MIKRON, to use the Plant Data for analysis and evaluations and to copy, save and store the Plant Data for the Permitted Purpose. The Customer may use Plant Data solely for the Permitted Purpose and shall be in particular, but not exclusively, obliged not to change or decompile Plant Data, not to use Plant Data in any commercial way and not to use Plant Data directly or indirectly to damage or harm MIKRON. All Plant Data provided by MIKRON remain the sole property of MIKRON and shall under no circumstances be deemed to be sold and transferred to Customer. Furthermore, the Customer herewith grants to MIKRON free of any costs a non-exclusive, non-transferable right of use (license) permitting

MIKRON to access, read and process the Plant Data provided by Customer, to use the Plant Data for analysis and evaluations and to copy, save and store the Plant Data for the Permitted Purpose.

- 16.4 MIKRON applies a standardized routine for a quality control with spot-checks for the correctness, the completeness and the actuality of the Plant Data. Having followed such internal procedures, any liability for and in connection with Plant Data is excluded.
- 16.5 Any Plant Data received may be archived and destroyed in accordance with any legal retention periods.
- ## 17. Data Privacy
- 17.1 For the Permitted Purpose as defined in sec. 16 above, personal data may be collected and processed. In order to ensure that such personal data are processed only in accordance with the applicable data protection laws,
- i. the disclosing Party, as the case may be, shall use its best efforts to remove any personally identifiable information before it is made available and will only disclose personally identifiable information where it is absolutely necessary to do so;
- ii. any Party shall ensure that all representatives who obtain access to personal data pursuant to, or in connection with, the Permitted Purpose have adequate knowledge of the provisions of the applicable data protection laws;
- iii. any Party shall not transfer any personal data received by the other Party to any country outside EU or the EEA. Should any Party intend to transfer such data outside the EU or EEA, no such transfer shall be performed unless appropriate safeguards will be provided, as regulated by the applicable data protection legislation.
- 17.2 The Customer accepts that MIKRON transmits personal data pursuant to, or in connection with, the permitted Purpose to Group companies within Switzerland in Germany and, as the case may be, other countries such as Lithuania, Singapore, China and USA in accordance with any relevant applicable data protection laws.
- 17.3 The Customer is informed that the "Mikron Data Protection Policy" is available on the website of MIKRON Group under <https://www.mikron.com/data-privacy/>.
- ## 18 Applicable Law, Place of Jurisdiction,
- 18.1 All disputes arising from contracts to which these InstallationTC apply as well as all business relationships between MIKRON and the Customer shall exclusively be governed and construed by German law excluding the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any rules on conflict of laws.
- 18.2 The exclusive place of jurisdiction for all claims resulting from the business relationship with the Customer, including any claims from cheques and drafts, shall be the competent court for the registered seat of MIKRON. However, MIKRON is also authorized to sue its Customer at Customer's general place of jurisdiction.

## 19 Severability Clause

- 19.1 Should one or several provisions of these InstallationTC be or become fully or partly invalid, the validity of the remaining provisions shall remain unaffected.

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