

General Terms & Conditions of Service of Masterwork Machinery GmbH

§ 1 Scope of application

These Terms & Conditions of Service of **Masterwork Machinery GmbH (MK)** apply for all services rendered by **MK** as part of service orders. They also apply to future business relations with the customer, even if not expressly agreed again. Any conflicting general terms set out by the customer shall only be binding if explicitly acknowledged by **MK**.

In addition to these Terms & Conditions of Service, the General Terms & Conditions of Sale of Masterwork Machinery GmbH and the cost rates for service orders of **MK** (MK Robotics service rates in Germany) in their currently valid version shall apply. These Terms & Conditions of Service do not apply to services rendered as part of the fulfillment of defect claims or insofar as other conditions have been expressly agreed and confirmed by **MK** in writing.

§ 2 Conclusion of contract

(1) Service orders become binding either in writing, e.g. by filling in and signing an order, in text form or by telephone order.
(2) The agreement is concluded only when **MK** confirms the order to the customer in writing, in text form or through rendering of the service by **MK**.

§ 3 Installation

The service order for an installation comprises the erection, installation and functional testing of a machine or component delivered either assembled or dismantled for transport purposes. The installation and commissioning of software is also the subject of an installation.

§ 4 Repairs and troubleshooting

(1) The services **MK** provides within the scope of a service order for repairs or troubleshooting is derived from the technical requirements. Unless expressly agreed otherwise, an issued service order includes:

- the performance of all work necessary to restore the proper operational readiness of the machine or component in accordance with professional judgment and the recognized rules of technology;
- the supply of all necessary service parts according to § 5 of these Terms;
- the installation of the service parts;
- functional testing of the system groups provided for repair or troubleshooting, but not the testing of the operability of the entire system.

(2) As the time required for repairing and troubleshooting a machine or component also depends on its age and condition as well as on the equipment available at the customer's plant, it is not possible to provide binding information on the expected duration and costs. **MK** will therefore obtain the customer's consent before carrying out more extensive work or installing service parts if a cost limit expressly specified by the customer would have to be exceeded or if the likely cost of repair would clearly be disproportionate to the value in use of the system to be repaired.

§ 5 Supply of service parts

For the supply of service parts, the respective Terms & Conditions of Sale of **MK** apply, which currently specify a limitation period for claims for defects of one year from delivery of the service parts. However, no warranty is given for service parts that, due to their nature, are subject to unavoidable and regular wear and tear (wearing parts, e.g. conveyor and drive belts, suction belts).

§ 6 Other service orders

(1) In the case of machine maintenance, the service order includes the performance of maintenance work in accordance with the corresponding **MK** maintenance checklist.
(2) In the case of an instruction or training order, the service order includes the instruction of the persons appointed by the customer in the operating and functional principles of the machines, components or software.
(3) In the case of verbal user consultation (e.g. by a service employee on site or by telephone - remote maintenance via telephone hotline), the service order includes the provision and transfer of available user knowledge. In the case of software, however, this only applies to the current version and the previous version.
(4) The scope of service and remuneration for more comprehensive consulting orders or other services are described in **MK**'s offer or in **MK**'s respective performance package.

§ 7 Remuneration for services

(1) All services offered and carried out by **MK** as part of service orders are charged for unless **MK** expressly offers them as a free goodwill service. All fees and payments are exclusive of the statutory value added tax (VAT).
(2) The fees for service orders and any travel expenses charged to the customer are specified in the corresponding, currently applicable performance packages and cost rates (MK Robotics service rates in Germany).
(3) The prices quoted by **MK** are based on the cost factors at the time of the offer. Should the applicable cost factors change after the conclusion of a service order (especially salaries and wages or material prices), **MK** reserves the right to make appropriate adjustments if the time between conclusion of the contract and execution of the service is at least four months. In this case, the prices applicable at the beginning of the service work shall apply. On request, **MK** will verify the changes in the relevant cost factors to the customer.
(4) Insofar as the fee is to be calculated on the basis of the cost rates, it shall be based on the service or installation report to be signed by the customer. This report records the working time and work performed. Working times are rounded up to the nearest quarter of an hour. If the operating costs change significantly, **MK** reserves the right to adjust the cost rates for working hours and travel expenses appropriately. The applicable cost rates are available on request when the order is placed.

§ 8 Payment

(1) Payments shall be made by the customer without any deductions immediately on receipt of the invoice.
(2) Interest on arrears shall be charged in accordance with Sect. 288 BGB (German Civil Code). The profit of a lower damage remains unaffected.
(3) The customer is only entitled to a set-off if their counterclaims have been established as legally binding or acknowledged by **MK**.

§ 9 Collateral co-ownership; lien

(1) To secure claims that have arisen or will arise in favor of **MK** through services rendered, the customer grants co-ownership of the machine or component that was the object of the service to the amount of the invoice value for the service provided by **MK**. The customer shall keep the machine or component free of charge for **MK** until the complete fulfillment of the claim.
(2) In the case of repairs in a factory or other rooms of **MK**, the customer shall establish a lien on the system for **MK** to secure all claims arising from services to the extent that these claims are not already secured according to paragraph 1.
(3) The co-ownership and lien of **MK** shall expire upon complete settlement of the invoice.

§ 10 Customer's duty of cooperation

(1) The customer is obliged to ensure all structural requirements at the place of installation of the machine or component, in particular with regard to the strength and evenness of the installation base, the floor space and height, access to the property and the electrical supply.
(2) In the case of installation, maintenance and repair work that requires intervention in the power supply, air lines, air conditioning or water or sewage pipes, the customer shall ensure compliance with the relevant health and safety regulations at their own expense, for example by hiring a qualified, licensed contractor.
(3) In the case of fault messages with subsequent repair order, the customer must provide an exact description of the observed fault.

(4) In addition, the customer shall make the following available on time and at their own expense for **MK**'s services:

- assistant personnel as deemed necessary by **MK**;
 - tools, equipment and supplies required for installation and commissioning;
 - electricity, lighting, heating/air conditioning, water, compressed air;
 - rooms suitable for the storage of tools and delivered parts, in particular dry and lockable rooms.
- (5) When installing a machine or component, the customer shall ensure that all necessary parts are available on site prior to the installation and that all preliminary work has been completed to such an extent that **MK**'s service technicians can start the installation immediately on arrival and complete it without interruption.
(6) The customer shall notify **MK** immediately of any legal or actual changes that affect the service order or its execution.

§ 11 Claims for defects

MK warrants the professional execution of the services according to the respective service order under consideration of the regulations of § 12 of these Terms & Conditions of Service. In case of a verified defect in the service rendered, **MK** will take corrective action free of charge at the earliest possible time.

§ 12 Liability

(1) **MK** is liable for damages caused by **MK** itself or its employees or agents only to the extent that they were intentional or caused through gross negligence. This applies to all claims including claims for downtimes, operational interruptions, loss of profit, loss of data, loss of information and individual data records, loss of production and similar consequential damages, regardless of the nature of their legal basis. Liability for the violation of essential contractual obligations shall remain unaffected; in this case, however, liability shall be limited to the foreseeable, typically occurring damage.
(2) **MK** is not liable in any case for contract atypical and therefore unforeseeable damages as well as for indirect damages as long as **MK** has not committed an intentional breach of contract.
(3) **MK** assumes no liability for advice given to the customer as a favor by **MK**'s experts outside the scope of the contract. The same shall apply in relation to services rendered.
(4) If the work to be carried out at the customer's premises is delayed through no fault of **MK** or its employees or agents, the customer shall bear any additional consequential costs.

§ 13 Confidentiality

(1) The customer and **MK** must abide by a code of confidentiality, duly observing the secrecy of confidential information belonging to the other party in any given case and respecting their trade and business secrets. They may not use this information outside the business relationship or disclose it to third parties.
(2) Confidential information is such information as is explicitly marked as classified where transmitted in writing or is said to be confidential where passed on verbally.
(3) Where necessary for the provision of its services, **MK** may pass on confidential information to third parties. In this case **MK** will impose the same duty of confidentiality upon the third parties.
(4) The contracting parties shall at no time take the information disclosed to them and marked as confidential and refer to it in applications for property rights, nor shall they use them to object to property right applications submitted by the other party in any given case.
(5) The duty of non-disclosure shall not apply to such confidential information as is common knowledge, as can be shown to have been known to the receiving party prior to its communication, as can be shown to have been independently compiled or lawfully obtained by either party, as became known elsewhere without breach of duty by either party, or as was disclosed by necessity by one of the parties on the basis of an official directive, court order or another legal obligation.
(6) The duty of confidentiality with regard to classified information shall cease to apply in any event three years after termination of the service order. The duty of confidentiality with regard to trade and business secrets shall apply indefinitely.
(7) In the event of a breach of the code of confidentiality with regard to trade secrets, the German law of 4/18/2019 on the protection of trade secrets (Geschäftsgeheimnisgesetz – GeschGehG) shall in particular apply. This shall be without prejudice to further rights of **MK**.
(8) The customer shall most notably be prohibited from obtaining secret information incorporated within a product or object received from **MK** through reverse engineering.

§ 14 Place of performance, place of jurisdiction and applicable law

(1) Unless otherwise agreed, the place of performance for all obligations arising from the service orders shall be Neuss.
(2) Düsseldorf shall be the place of exclusive jurisdiction in case of contracts with traders and legal entities under public law.
(3) Where no firm arrangements are set out in the above conditions, German law shall apply. The Vienna Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

§ 15 Collateral agreements; partial invalidity; miscellaneous

(1) These Terms & Conditions of Service and the written agreements referred to herein shall apply conclusively to the implementation of the agreed services. There are no verbal subsidiary arrangements.
(2) Should one of the conditions be or become ineffective in whole or in part, the remaining clauses of the concluded contract shall retain their effectiveness.
(3) **MK** reserves the right to have individual services performed by personnel of third parties. In all other respects, rights and obligations arising from the concluded contract shall not be transferable.

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