

# General Terms and Conditions of Business for MetalPrint Remote Maintenance

## 1. Preamble

The company Koenig & Bauer MetalPrint GmbH (hereinafter referred to as "Koenig & Bauer MetalPrint") offers active support to its customers in the form of smart remote maintenance services aimed at raising machine availability and the productivity of the Equipment. A support organisation is maintained to provide maintenance services for the machines installed on the market via remote access. In case of serious production disturbances, the Koenig & Bauer remote maintenance technician can establish a link to the control system of the machine concerned and can thus perform a direct analysis of the problem. On this basis, it is possible to rectify problems directly through intervention in the software or by giving recommendations to the operating personnel via telephone. Furthermore, this permits faster determination of the correct and necessary spare parts as well as the possible need to involve additional personnel.

The concluding of a remote maintenance contract or a service contract including a remote maintenance option (hereinafter referred to for the sake of simplicity as an "RM Service Contract") entitles the Customer to make use of the Koenig & Bauer MetalPrint remote maintenance service in the event of equipment malfunctions and failures.

Koenig & Bauer MetalPrint remote maintenance is a chargeable service outside the warranty period for the control system of Koenig & Bauer MetalPrint Equipment. These General Terms and Conditions regulate the services to be provided under Koenig & Bauer MetalPrint remote maintenance. The provisions below are to apply to the extent that no deviating provisions are specified in an individual contract and are deemed an integral part of all contracts which make express reference hereto.

## 2. Scope of services

- 24-hour service provided by the MetalPrint remote maintenance department; including all costs relating to standby cover for times outside business hours and on public holidays or at weekends.
- Online costs for the remote maintenance connection, irrespective of the time taken to perform the service and of how frequently the service is used (limited to a maximum of 2 hours per service case)
- Telephone costs for all calls from the service provider to the Customer
- All costs relating to the technical support provided by specialists (specialist engineers, technicians)
- Documentation of the problem and the corresponding solution
- Costs for live video transmissions (Visual LineSupport) relating to Equipment under warranty, as well as Equipment for which an RM Service Contract has been included and service calls which are invoiced on the basis of expenses incurred.

The scope of service does not include, in particular:

- All costs for remote maintenance and services provided by third parties such as the suppliers BDT (LogoTronic), Lithec (DensiTronic) and IST Metz
- All costs for remote maintenance and services provided in connection with new installations, expansions and upgrades of all kinds (separate agreement necessary)
- Costs for any spare parts which may be necessary, including the costs for organisation and transport
- Costs for any technician visits which may be necessary, including travel time, working time, travel expenses (car or flights), meal allowances, surcharges, etc.
- Costs for end devices and telecommunication costs arising on the Customer's side for the use of live video transmissions (Visual LineSupport)

### 3. Service availability

In case of technical disturbances, the Customer is to inform the MetalPrint remote maintenance service directly. Koenig & Bauer MetalPrint can be contacted by phone on +49 711 699 71 699.

The call will be returned as quickly as possible. Calls to Koenig & Bauer MetalPrint can be taken in German and English.

Koenig & Bauer MetalPrint can be contacted 24 hours a day. Restrictions apply on the following days (GMT+1):

Not available on 25th and 26th December and on 1st January;

Available until 2 p.m. on 24th and 31st December.

### 4. Costs and invoicing

The arising costs and details relating to invoicing can be found in Annex A to the main contract.

### 5. Contract duration and termination

The contract duration and details relating to termination are specified in § 2 of the main contract.

### 6. Data transmission

Each party is responsible for maintenance and operation of the necessary data connection. The Customer is to establish a data connection (separate modem line or Internet connection) in his own name and at his own expense, and undertakes to make this connection available for Koenig & Bauer MetalPrint remote maintenance to enable the contractual services to be performed. The Customer is to bear all costs relating to the data connection.

If the data connection is impaired and if the Koenig & Bauer MetalPrint remote maintenance department cannot receive data or can only receive data in an inadequate manner, it is relieved of its duty to provide the services specified in the RM Service Contract. This applies also where the data quality renders it impossible for the Koenig & Bauer MetalPrint remote maintenance department to perform the services. In such cases, the Koenig & Bauer MetalPrint remote maintenance department is to inform the Customer regarding the impairment of the data connection. The Koenig & Bauer MetalPrint remote maintenance department will furthermore attempt to provide troubleshooting

support by telephone, insofar as this is meaningful and/or possible.

If a VPN connection is used for remote maintenance, the Customer is to ensure that a physical connection is made available between the Equipment and the Internet and that the Equipment is equipped with corresponding VPN hardware (mGuard). Furthermore, the Customer is obliged to notify any IP address changes to the Koenig & Bauer MetalPrint remote maintenance department in advance. In case of connection problems, the Customer is to call an IT technician to assist troubleshooting, either independently or in cooperation with Koenig & Bauer MetalPrint.

The Koenig & Bauer MetalPrint remote maintenance department establishes a static VPN connection to the Equipment. The remote maintenance function must be activated by the Customer when assistance is required.

Upon completion of the work, a remote maintenance connection via modem is disconnected immediately and a VPN connection via the Internet is deactivated automatically after approx. 2 hours.

### 7. Confidentiality and data security

To raise the productivity and availability of the Equipment, data are transmitted to Koenig & Bauer MetalPrint, where they are used exclusively to assess current performance and for fault analysis and fault prediction purposes. These data are transmitted regularly via an active VPN connection. Communication of the data to third parties is limited exclusively to communication with contractually affiliated partners of Koenig & Bauer AG and furthermore exclusively for the specified purpose.

Job data and personal data (in the sense of §11 of the Federal Data Protection Act and of the GDPR) stored locally on the Equipment are not affected and are neither downloaded nor evaluated without separate agreement.

In addition, personal data which are required for the processing of remote maintenance and service calls are collected and stored. This refers to the name of the contact person who makes the service call on behalf of the Customer, the company for whom the contact person works, the telephone number of the contact person and the e-mail address of the contact person. These personal data are sent to the Koenig & Bauer agent responsible

for providing support to the Customer. Furthermore, personal data may be passed on to third parties (e.g. manufacturers of auxiliary systems), if this is necessary for processing of the service call. Personal data are not forwarded to third parties in any other circumstances.

Where live video transmissions are used (Visual LineSupport), image data may be saved. This occurs exclusively in connection with the current service call from the Customer. These image data are not forwarded to third parties, with the exception of the Koenig & Bauer agent responsible for providing support to the Customer.

If the Customer is subject to restrictions regarding the collection of image data or the use of mobile end devices, then he is himself responsible for the observing of such restrictions.

#### 8. Duty to cooperate on the part of the Customer

In cases in which the execution of remote maintenance could endanger persons or property, the Customer must implement reliable safeguards to ensure that the intended measures can be taken safely. The Customer is to ensure in particular that no persons present on site are endangered in connection with performance of the services.

In connection with the determination, localisation, reporting and description of faults, the Customer must follow the instructions given by a Koenig & Bauer MetalPrint remote maintenance technician. The Customer must assign personnel with appropriate technical and language knowledge to assist the performance of remote maintenance services.

Any modifications which the Customer intends to make to the Equipment or its technical environment are to be discussed with Koenig & Bauer MetalPrint in advance insofar as they may affect this remote maintenance contract.

#### 9. Liability

The performance of services under the RM Service Contract does not imply the granting of any warranties in the sense of the German Civil Code (BGB) by Koenig & Bauer MetalPrint. The Koenig & Bauer MetalPrint remote maintenance department undertakes to fulfil the obligations laid out in detail in the Contract. No warranty is given that performance of the contractual services will enable

all faults and defects present in the Equipment to be diagnosed and rectified, and no undertakings are offered regarding the subsequent functioning of the Equipment.

Koenig & Bauer MetalPrint is not liable for the outcome of any intervention in the Equipment covered by this Contract or any part thereof which is undertaken by the Customer or by third parties without the prior consent of Koenig & Bauer MetalPrint, nor for the outcome of any intervention in or reworking performed on the Equipment covered by this Contract or any part thereof where consent has been given by Koenig & Bauer MetalPrint but the corresponding work is subsequently not performed properly by the Customer or a third party.

Koenig & Bauer MetalPrint excludes all liability for damage of any kind, irrespective of when this damage occurs or occurred and irrespective of the legal grounds, in particular with regard to compensation for consequential damage. This exclusion does not apply to damage claims in case of wilful intent or negligence on the part of a legal representative or executive employee, in case of culpable injury to life, body or health, or where liability is mandatory under the Product Liability Act. In total, however, liability is limited to 20% of the contract price.

Where employees of the Customer act on instructions given over the telephone by Koenig & Bauer MetalPrint, this does not relieve the Customer of his own duty to exercise due care with regard to appropriate precautionary and safety measures and to assign tasks to appropriately trained and qualified personnel.

If the information to be provided by the Customer in connection with the fault or a request for information is incomplete or incorrect, and if an instruction given thus leads to faults, no corresponding liability can be accepted by Koenig & Bauer MetalPrint. The Customer is solely liable for the actions of employees of the Customer. Accordingly, Koenig & Bauer MetalPrint accepts no liability for actions taken by the Customer.

Exclusions or limitations of liability in favour of Koenig & Bauer MetalPrint apply similarly for employees, representatives and vicarious agents of Koenig & Bauer MetalPrint and of affiliated companies. All further claims are excluded.

#### 10. Limitation period

All claims on the part of the Customer – irrespective of the legal basis presented – expire by limitation after 12 months. In case of wilful or grossly negligent behaviour, culpable injury to life, body or health, or claims under the Product Liability Act, the statutory periods are to apply.

#### 11. Place of jurisdiction, applicable law

All disputes in connection with the RM Service Contract and these General Terms and Conditions of Business are to be governed by German law, to the exclusion of the stipulations of the United Nations Convention on Contracts for the International Sales of Goods. The place of jurisdiction is Würzburg.

#### 12. Requirement of the written form

Modifications to the RM Service Contract must be executed in writing. This applies also to any modification of this requirement of the written form.

#### 13. Severability clause

If individual provisions of these General Terms and Conditions of Business of Koenig & Bauer MetalPrint are found to be void or invalid, this does not affect the validity of the remaining provisions; an invalid provision is to be replaced by way of mutual written agreement and in a manner preserving the original purpose.

