

BEGO Standard Terms of Business

As of October 2023

1. General information

- 1.1 The following definitions shall apply within the scope of these terms and conditions:
- 1.2 "BEGO" or "we" describes the respective company of the BEGO Group shown in your contract, on your invoice or order confirmation with the registered seat in Bremen (Wilhelm-Herbst-Str. 1, 28359 Bremen, Germany).
- 1.3 "Customer" or "you" are a person or a company, which purchases Products from BEGO or otherwise maintains a contractual relationship herewith.
- 1.4 "Product" or "Products" are the goods, services, software, technologies or other products or services listed in your contract, in the invoice and/or order confirmation, which BEGO delivers to the Customer within the scope of the contractual relationships or otherwise makes available.
- 1.5 The Standard Terms of Business listed below ("German abbreviation: AGB") shall apply to all current and future business between us and our Customers. We deliver exclusively on the basis of the Standard Terms of Business listed below. These shall therefore also apply to all future business relationships, even if they are not explicitly agreed once again. Business terms and conditions of the Customers will not be recognized, unless they correspond with our Standard Terms of Business in an individual case. This shall also apply if BEGO carries out a delivery to the Customer without reservation in the knowledge of contradictory terms and conditions of the Customer or terms and conditions that deviate from these Standard Terms of Business or refers to a letter that contains business terms and conditions of the client or of a third party or refers to such. Counter-confirmations of the Customers with reference to their business terms and conditions are hereby objected to.
- 1.6 These Standard Terms of Business shall only apply towards persons, who act while performing their commercial or self-employed professional activity upon conclusion of the contract as well as towards legal entities under public law or a special fund under public law. They shall not apply towards natural persons, who conclude the contract for a purpose, which can neither be attributed to their commercial, nor their self-employed professional activity ("Consumer" within the meaning of Section 13 German Civil Code [Bürgerliches Gesetzbuch – BGB]).
- 1.7 If applicable, own licensing terms of the respective producer shall apply with priority for third party software and hardware of other producers than BEGO itself. Upon request BEGO shall make the relevant producer licensing terms available to the Customer before conclusion of the contract.
- 1.8 Possible application recommendations, no matter whether they are given orally, in writing or by means of practical instructions, are based on our own experience and tests and can therefore only be seen as reference values, but not as guarantees or assurances.
- 1.9 The telecommunication transmission, in particular by telefax or by e-mail, shall be sufficient in order to safeguard the written form, if the copy of the signed declaration is transmitted.

2. Conclusion of the contract

- 2.1 Our offers are principally without obligation until the order confirmation by BEGO. We shall remain bound to the prices stated in the offer for fourteen (14) days from the offer date insofar as no deviating details are stated in the offer. The order of the Customer is a binding offer for conclusion of a contract. The contract shall only be concluded if BEGO confirms the order of the Customer in writing or begins with its execution within four weeks.

- 2.2 The contract concluded in writing, including these Standard Terms of Business are solely decisive for the legal relationships between BEGO and the Customer. This shall fully depict all agreements between the contractual parties regarding the Product. Collateral agreements, oral declarations as well as changes to confirmed orders (including changes to objects of delivery) shall require the written confirmation by BEGO in order to be valid. Oral promises of BEGO before conclusion of this contract are not legally binding and oral agreements of the Contractual Parties will be replaced by the written contract if it is not respectively explicitly derived from these that they will continue to apply binding. With the exception of managing directors or authorized signatories the employees of BEGO are not entitled to reach oral agreements that deviate from the written agreement.
- 2.3 The contract shall be concluded subject to the reservation of the correct and timely self-delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular with the conclusion of a timely cover transaction with our component suppliers. We will inform the Customer about the non-availability of the service without delay. BEGO will not be deemed in default towards the Customer in such a case. BEGO and the Customer have the right to revoke the contract. A procurement risk shall not be assumed.
- 2.4 Offers and contracts, which require a permit under export law (e.g. by embargo) are subject to the condition precedent of the granting of this permit under export law. The execution of contracts can depend on permits of the responsible export control authorities (Germany, USA, other countries).
- 2.5 Our Products are subject to a continuous further development. BEGO reserves the right to customary trade deviations and those, which are carried out owing to legal regulations or represent construction and material changes compared to the Product description in the catalogue, insofar as the use of the Products presumed according to the contract is not substantially or not detrimentally impaired and the change is deemed reasonable for the Customer.

3. Prices

- 3.1 Offers and prices are stated in Euro. The basis is the respectively valid price list with the most recent date. The publication of new prices will automatically lead to the invalidity of previous prices with effect for the future. BEGO reserves the right to change prices without further notification. The price that can be seen from our written order confirmation is decisive.
- 3.2 Our prices are deemed free freight forwarder BEGO Bremen (FCA pursuant to Incoterms® 2020) and excluding value added tax, insurances, shipping expenses, packaging, export deliveries, customs duties as well as fees and other public expenses. Additional or special services will be charged separately. The value added tax will be calculated separately according to the statutory regulations applicable on the day of the delivery or service. We reserve the right to price changes – also without prior notification. Subclause 3.3 shall apply to already ordered Products.
- 3.3 If taxes, customs duties, freight charges, fees or other duties of all kinds, which influence the product price, are increased or newly introduced or are incurred between conclusion of the contract and delivery or if other costs increase, without us being able to exert any influence on these, we are entitled to allocate these to the agreed purchase price and to increase this accordingly. If the increased price is 20% or more above the agreed price, the Customer has the right to rescind the contract. This right must be asserted without delay after notification of the increased price.

- 3.4 If the delivery is not to be made until more than four months after conclusion of the contract the list prices of BEGO valid upon delivery shall apply (respectively minus an agreed percentage or fixed discount).

4. Payment

- 4.1 Invoices for deliveries and for services are to be paid within fourteen (14) days after the invoice date pure net without any deduction in the agreed currency. If deviating terms of payment have been explicitly agreed, these shall apply accordingly from the invoice date. The right is reserved to collection by cash on delivery. Discount charges will be charged from the due date of the invoice amount.
- 4.2 Costs of the payment shall be for the expense of the Customer. The payment shall only be deemed as made when BEGO can dispose over the amount (receipt of payment). If the Customer is in default with the payment of a previous delivery, in deviation from Subclause 4.1 the invoice amount will be due immediately (invoice date) without deduction.
- 4.3 In case of an agreed SEPA direct debit scheme, in order to facilitate the payment transactions, the principle fourteen-day deadline for the information before collection of a due payment, can be reduced to a maximum of one day before the debit. If return bookings are carried out for which the Customer is responsible, the Customer has to reimburse us the costs incurred hereby.
- 4.4 In case of default of payment, we will charge default interest pursuant to Section 288 BGB.
- 4.5 BEGO reserves the right to request an advance payment or provision of security in the amount of the invoice value of the delivery and to retain its service if circumstances occur, or become known, after conclusion of the contract, which justify doubts that are to be substantiated about the solvency or willingness of the Customer to pay. In such as case BEGO is – if applicable after setting a deadline – entitled to rescind the contract. The right to refuse the service will cease to exist if the payment is effected or security is provided for this payment. In case of contracts regarding the production of unjustifiable objects (e.g. in case of individual custom-made products), we can declare the rescission immediately irrespective of the statutory provisions regarding the dispensability to set a deadline.

5. Shipment, passing of risk

- 5.1 Insofar as no agreement exists to the contrary the shipment will be carried out at our discretion, whereby it has to be carried out with the due care of a prudent businessman. All shipments will be insured by us in the interest of the Customer at its costs, unless it issues other instructions to us in time. Shipping conditions pursuant to Incoterms® 2020.
- 5.2 All shipments shall be carried out at the account and risk of the Customer. The risk shall pass to the Customer at the time of the handover of the Product to the carrier, freight forwarder or other third party determined for execution of the shipment. This shall also apply if partial deliveries are made. If the shipment is delayed as a result of circumstances, for which BEGO is not responsible, then the risk shall pass to the Customer with the notification that the goods are ready for shipment.
- 5.3 Storage costs after the risk has passed will be borne by the Customer. In case of storage by BEGO the storage costs shall amount to 0.25% of the invoice amount of the Products that are to be stored per started week. The right is reserved to assert and prove further or lower storage costs.

- 5.4 Insofar as a loss or a damage to the object of delivery is externally recognizable for the Customer in case the delivery of the Products by the transport company to the Customer carried out by order of BEGO, it is the responsibility of the Customer to have the loss or the damage certified by the transport company (damage report) and to notify BEGO hereof without delay by submitting the certificate. The same shall apply if the Customer discovers the loss or damage, which was not originally externally recognizable, at a later time.
- 5.5 Partial deliveries and services are permitted to a reasonable extent. Such admissible partial deliveries and services can be individually invoiced by BEGO.
- 5.6 In case of provision of software by means of electronic communication media (e.g. via the internet) the property risk shall pass when the software leaves the scope of influence of BEGO.
- 6. Delivery**
- 6.1 Delivery deadlines will be agreed from case to case and are only effective if they are agreed in writing upon conclusion of the contract. The adherence to these deadlines presumes the timely receipt of all documents, permits, releases, materials accessory parts and information to be made available by the Customer and that are necessary for the execution of the order as well as otherwise always the timely and proper fulfilment of the obligations and responsibilities of the Customer. The delivery deadline shall only begin with the fulfilment of these prerequisites.
- 6.2 The delivery time is deemed as adhered to if the circumstances that achieve the passing of risk have occurred within the agreed time.
- 6.3 We shall not be deemed in default with our delivery or service obligation before the expiration of a reasonable final deadline set to us. If we are in delay in delivery, in case of slight negligence, the liability shall be limited to foreseeable damages that are typical for the contract, a maximum however to 5% of the agreed price for that part of the Products, with the delivery of which we are in default. We reserve the right to prove that the Customer has not suffered any damages at all or only substantially less damages were suffered than the above flat rate.
- 6.4 If the Customer is in default of acceptance, if it fails to provide an act of assistance, if it is in default of payment or if our delivery is delayed for other reasons, for which the Customer is responsible, we shall be entitled to rescind the contract after the fruitless expiration of a reasonable final deadline that is necessary owing to the law and is set by BEGO, or to request compensation of the damages suffered accordingly including additional expenses. In case of the assertion of the claims for damages instead of service BEGO can request compensation without proof in the amount of:
- 6.4.1 20% of the purchase price, if the object of delivery concerns a serial or standard product and no case exists pursuant to Subclause 6.4.2 below or;
- 6.4.2 100% of the purchase price, if the object of delivery has become unusable due to the default of acceptance of the Customer or the object of delivery concerns a single production according to specific wishes of the Customer and on the part of BEGO the necessary expenses were incurred in order to establish the readiness for delivery. BEGO Standard Terms of Business Page 3 of 10.
- 6.5 Further claims for damages will remain unaffected. In case of a late acceptance a higher per diem price can, if applicable, be invoiced to the Customer. The proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) will remain unaffected; the flat rate is however to be offset against further monetary claims. The Customer remains permitted to prove that we did not suffer any damages at all or only substantially lower damages than the above flat rate.
- 7. Report of defects; acceptance**
- 7.1 In case of a purchase, which represents a commercial transaction for BEGO and the Customer, the Customer is obliged to inspect the goods without delay after receipt of the Products with regard to type, quantity and condition of the delivered Products.
- 7.2 The defects that are obvious after this examination are to be reported in writing without delay, at the latest within one week after receipt of the Products.
- 7.3 If a defect is discovered at a later time, which could not be recognized by the stated examination with receipt of the Products (hidden defect), the Customer has to report the hidden defect to BEGO in writing without delay after gaining knowledge thereof, no later however than by the expiration of one (1) year from delivery.
- 7.4 In case of a notification of defects that is not made in time the delivery shall be deemed as approved.
- 7.5 Insofar as an acceptance has to take place, the Product shall be deemed as accepted, if:
- 7.5.1 The delivery and, if BEGO also owes the installation, the installation has been completed, BEGO has notified the Customer hereof by referring to the acceptance fiction according to this Subclause and has requested it to carry out the acceptance or;
- 7.5.2 Since the delivery or installation fourteen (14) workdays have passed or the Customer has begun using the Product (e.g. has put the delivered system into operation) and in this case since delivery or installation seven (7) workdays have passed and the Customer has failed to carry out the acceptance within this period of time for another reason than owing to a defect reported to BEGO, which renders the use of the Product impossible or it is substantially impaired.
- 8. Warranty (defects to the Products)**
- 8.1 IN CASE OF JUSTIFIED DEFECTS, WE WILL PROVIDE SUBSEQUENT PERFORMANCE, AT OUR CHOICE, EITHER BY QUALIFIED REMEDY OF THE DEFECT (SUBSEQUENT IMPROVEMENT) OR A REPLACEMENT DELIVERY AS SOON AS POSSIBLE. WE ARE ENTITLED TO THE RIGHT TO ALSO HAVE THE SUB-SEQUENT PERFORMANCE CARRIED OUT BY A THIRD PARTY. INCIDENTALLY, REFERENCE IS MADE TO THE SPECIAL REGULATIONS WITH THE CHANGE TO PRODUCTS (SUBCLAUSE 14) AS WELL AS FOR THE ORDER OF PRODUCTS ON THE BASIS OF DATA RECORDINGS (SUBCLAUSE 19) AND REGARDING BEGO SERVICES (SUBCLAUSE 20). WE WILL ONLY BE LIABLE FOR DAMAGES UNDER THE PREREQUISITES STATED IN SUBCLAUSE 9 AND TO THE EXTENT AS STATED THEREIN.
- 8.2 IF BEGO DELIVERS A SLIGHTLY DIFFERENT OBJECT OR A SLIGHTLY DIFFERENT QUANTITY THAN AGREED, THE CUSTOMER IS NOT ENTITLED TO RESCISSION OR TO DAMAGES. NO CLAIMS EXIST IN CASE OF INSIGNIFICANT REDUCTION IN THE VALUE OR THE USABILITY. A DEFECT WILL FURTHERMORE NOT EXIST IF THE OBJECT IS SUITABLE FOR THE INTENDED USE AND FEATURES A CONDITION, WHICH IS CUSTOMARY WITH OBJECTS OF THE SAME TYPE AND WHICH COULD BE EXPECTED BY THE CUSTOMER. THE CUSTOMER IS IN PARTICULAR AWARE THAT, ACCORDING TO THE STATUS OF TECHNOLOGY, IT IS NOT POSSIBLE TO CREATE A PRODUCT THAT IS COMPLETELY FREE OF FAULTS. THE USABILITY OF ONE-OFF PRODUCTS IS LIMITED TO THE FIRST USE. FURTHERMORE, THERE IS NO MATERIAL DEFECT WITH INCORRECT ASSEMBLY INSTRUCTIONS IF THE ASSEMBLY HAS BEEN CARRIED OUT FAULT-FREE. BEGO WILL NOT ASSUME ANY WARRANTY FOR THOSE MATERIAL DEFECTS, WHICH ARE DUE TO UNSUITABLE OR IMPROPER USE, FALSE STORAGE, FAULTY ASSEMBLY OR PUTTING INTO OPERATION BY THE CUSTOMER OR THIRD PARTIES, NATURAL WEAR AND TEAR, FAULTY OR NEGLIGENT HANDLING, IMPROPER MAINTENANCE, USE OF UNSUITABLE OPERATING EQUIPMENT, FAULTY CONSTRUCTION WORK, CHEMICAL, ELECTRO-CHEMICAL OR ELECTRICAL INFLUENCES, FOR WHICH BEGO IS NOT RESPONSIBLE. THE CUSTOMER IS ENTITLED TO PROVE THAT THE DEFECT WOULD ALSO HAVE OCCURRED WITH THE PROPER HANDLING. IN CASE OF SOFTWARE PRODUCTS, ADDITIONALLY NOT, IN CASE OF NON-REPRODUCIBLE SOFTWARE ERRORS AS WELL AS IN CASE OF DEFECTS WHICH DO NOT OCCUR IN THE SOFTWARE VERSION LAST PROVIDED BY BEGO TO THE CUSTOMER, PROVIDED THAT THE USE OF THE SOFTWARE VERSION LAST PROVIDED IS REASONABLE FOR THE CUSTOMER.
- 8.3 FOR THE UNDERTAKING OF ALL MEASURES FOR REMEDYING DEFECTS THAT APPEAR NECESSARY TO BEGO THE CUSTOMER HAS TO GIVE BEGO THE NECESSARY TIME AND OPPORTUNITY, IN PARTICULAR, AT THE REQUEST OF BEGO AND AT ITS OWN COSTS, INSOFAR AS THE PRODUCT IS NO LONGER SITUATED AT THE ORIGINAL PLACE OF DELIVERY, TO SEND THE PRODUCT TO BEGO OR A SUBCONTRACTOR TO BE DETERMINED BY BEGO FROM CASE TO CASE, OTHERWISE BEGO SHALL BE RELEASED FROM THE LIABILITY FOR THE THUS ENSUING CONSEQUENCES. POSSIBLE DEFECTS TO THE PRODUCTS ARE TO BE DESCRIBED IN AS MUCH DETAIL AS POSSIBLE. ONLY IN URGENT CASES OF THE DANGER TO SAFETY OR IN ORDER TO AVOID DISPROPORTIONATELY HIGH DAMAGES, WHEREBY BEGO IS TO BE NOTIFIED IMMEDIATELY, THE CUSTOMER HAS THE RIGHT TO REMEDY THE DEFECT ITSELF OR TO HAVE IT REMEDIED BY THIRD PARTIES AND TO REQUEST REIMBURSEMENT OF THE NECESSARY EXPENSES FROM BEGO.
- 8.4 BEGO CAN OTHERWISE REFUSE THE SUBSEQUENT PERFORMANCE IF IT WOULD BE ASSOCIATED WITH DISPROPORTIONATE COSTS. CLAIMS OF THE CUSTOMER OWING TO THE EXPENSES NECESSARY FOR THE PURPOSE OF SUBSEQUENT PERFORMANCE, IN PARTICULAR TRANSPORT, ROUTE, LABOR AND MATERIAL COSTS ARE EXCLUDED, IF THE EXPENSES ARE INCREASED, BECAUSE THE OBJECT OF THE DELIVERY HAS BEEN SUBSEQUENTLY TRANSPORTED TO ANOTHER PLACE THAN THE AGREED PLACE OF DELIVERY, UNLESS THE TRANSPORT CORRESPONDS WITH THE USE OF THE OBJECT OF DELIVERY AS INTENDED.
- 8.5 IN THE EVENT OF THE SUBSTITUTE DELIVERY BEGO CAN REQUEST RESTITUTION OF THE FAULTY OBJECT FROM THE CUSTOMER. IF THE SUBSEQUENT PERFORMANCE FAILS THE CUSTOMER IS ENTITLED, PURSUANT TO SECTION 323 BGB, TO RESCIND THE CONTRACT OR PURSUANT TO SECTION 441 BGB TO REDUCE THE PURCHASE PRICE. IF WE DECIDE TO REMEDY THE DEFECT, THEN THE SUBSEQUENT IMPROVEMENT WILL ONLY BE DEEMED AS FAILED AFTER THE SECOND UNSUCCESSFUL ATTEMPT IF NOT OTHERWISE DERIVED FROM THE TYPE OF THE OBJECT OR THE DEFECT.
- 8.6 The warranty period is one (1) year from delivery of the Product or, if an acceptance is necessary, from the acceptance. Weather besides this or additionally a claim exists from our guarantee, can be seen from the guarantee conditions of BEGO. You can find these under: www.bego.com.
- 8.7 Insofar as materials supplied by us have an expiration date due to their natural condition which ends before the expiration of one (1) year from delivery, all claims due to a defectiveness of these materials shall expire upon expiration of the expiration date, unless the materials have been processed until the expiration of the expiration date.
- 8.8 BEGO WILL NOT BE LIABLE FOR FAULTS, DEFECTS, INFERIOR QUALITY AND/OR IMPAIRMENT TO THE USABILITY OF THE PRODUCTS, IF SUCH DEFECTS HAVE OCCURRED, AFTER THE PRODUCTS CONCERNED WERE DELIVERED TO THE CUSTOMER, INSOFAR AS THESE ARE A RESULT OF CHANGES TO THE PRODUCT CARRIED OUT WITHOUT THE CONSENT OF BEGO AND THE REMEDY OF THE DEFECTS BECOMES IMPOSSIBLE OR UNREASONABLE HEREBY. THE SAME SHALL APPLY INSOFAR AS SUCH DEFECTS ARE DUE TO AN EXTENSION OF SOFTWARE BEYOND THE INTERFACE PROVIDED BY BEGO CARRIED OUT BY THE CUSTOMER OR A THIRD PARTY. THE CUSTOMER IS IN ANY CASE ENTITLED TO PROVE THAT THE DEFECT WOULD ALSO HAVE OCCURRED IN CASE OF PROPER HANDLING.
- 8.9 BEGO SHALL NOT BE LIABLE EITHER FOR DEFECTS OWING TO INACCURATE DATA TRANSMITTED BY THE CUSTOMER AND DELIVERED MATERIALS AND ACCESSORIES. WORKING DOCUMENTS HANDED OVER TO US WHICH APPEAR DEFECTIVE CAN THEREFORE BE RETURNED BEFORE PROCESSING AFTER CONSULTATION AND AGREEMENT WITH THE CUSTOMER. WE SHALL BE LIABLE FOR THE STORAGE OF THE MATERIALS OR ACCESSORY PARTS DELIVERED BY THE CUSTOMER WITH THE DUE CARE, WHICH WE APPLY IN OWN MATTERS.

- 8.10 THE CUSTOMER CANNOT ASSERT ANY CLAIMS FOR LIABILITY DUE TO DEFECTS IF IT IS AWARE OF THE DEFECT UPON CONCLUSION OF THE CONTRACT OR IT IS NOT AWARE THEREOF DUE TO GROSS NEGLIGENCE, UNLESS THE DEFECT WAS MALICIOUSLY NOT DISCLOSED BY BEGO OR BEGO HAS SUBMITTED A GUARANTEE FOR CONDITION, WHICH RELATES TO THE DEFECT.
- 8.11 In the event of defects in Products or components from other manufacturers which BEGO cannot rectify for licensing or factual reasons, BEGO shall, at BEGO's discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against BEGO only exist with such defects under the other pre-requisites and according to these Standard Terms of Business if the assertion of the claims stated above in court against the manufacturer and suppliers was unsuccessful or, for example has no prospects of success owing to insolvency. For the duration of the lawsuit the statute of limitations of the relevant warranty claims of the Customer against BEGO will be inhibited.
- 8.12 The Customer can be obliged to make samples of the (faulty) Product available to the responsible authorities at their request free of charge or, if this is no longer practical, to grant access to the Product. BEGO will compensate the Customer accordingly for incurred expenses or losses owing to making samples available. These should be assessed based on the product prices as well as the storage time.
- 8.13 Any delivery of used Products agreed with the Customer in individual cases shall be made to the exclusion of any warranty for material defects, unless BEGO expressly grants a warranty or guarantee.

9. Liability

- 9.1 OUR LIABILITY OWING TO DELAY IN DELIVERY SHALL INITIALLY BE ORIENTED TO SUBCLAUSE 6.3; CLAIMS DUE TO DEFECTS SHALL INITIALLY BE ORIENTED TO SUBCLAUSE 8; THE OTHER LIABILITY FOR DAMAGES, NO MATTER FOR WHAT LEGAL GROUNDS, IN PARTICULAR DUE TO IMPOSSIBILITY, DELAY, FAULTY OR FALSE DELIVERY, BREACH OF CONTRACT, BREACH OF OBLIGATIONS WITH CONTRACTUAL NEGOTIATIONS AND ILLICIT ACT IS, IF IT RESPECTIVELY DEPENDS ON A FAULT, LIMITED ACCORDING TO THIS SUBCLAUSE 9.
- 9.2 BEGO SHALL NOT BE LIABLE IN THE EVENT OF SIMPLE NEGLIGENCE OF ITS BODIES, LEGAL REPRESENTATIVES, EMPLOYEES OR OTHER VICARIOUS AGENTS, INsofar AS IT DOES NOT CONCERN A BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS. DEEMED AS ESSENTIAL FOR THE CONTRACT ARE THE OBLIGATION FOR THE TIMELY DELIVERY AND INSTALLATION OF THE PRODUCT, THAT IT IS FREE OF DEFECTS OF TITLE AS WELL AS THOSE MATERIAL DEFECTS, WHICH MORE THAN ONLY INSIGNIFICANTLY IMPAIR ITS FUNCTIONALITY OR USABILITY, AS WELL AS CONSULTING, PROTECTION AND SAFEKEEPING OBLIGATIONS, WHICH SHOULD ENABLE THE CUSTOMER TO USE THE PRODUCT AS PER CONTRACT OR THE PURPOSE OF WHICH IS THE PROTECTION OF THE LIFE OR LIMBS OF PERSONNEL OF THE CUSTOMER OR THE PROTECTION OF ITS PROPERTY AGAINST SUBSTANTIAL DAMAGES.
- 9.3 INsofar AS BEGO IS FUNDAMENTALLY LIABLE FOR DAMAGES ACCORDING TO SUBCLAUSE 9.2, THIS LIABILITY IS LIMITED TO DAMAGES, WHICH BEGO FORESAW UPON CONCLUSION OF THE CONTRACT AS POSSIBLE CONSEQUENCES OF A BREACH OF CONTRACT OR SHOULD HAVE FORESEEN IF IT HAD APPLIED THE CUSTOMARY CARE. INDIRECT DAMAGES AND CONSEQUENTIAL DAMAGES, WHICH ARE THE RESULT OF DEFECTS TO THE PRODUCTS, ARE ADDITIONALLY ONLY ELIGIBLE FOR COMPENSATION, IF SUCH DAMAGES ARE TYPICALLY TO BE EXPECTED WITH THE USE OF THE PRODUCT AS INTENDED. THE CLAIM FOR COMPENSATION OF PURE FINANCIAL LOSSES SUCH AS LOSS OF PRODUCTION, REDUCTION IN PRODUCTION OR MISSED PROFITS WILL ADDITIONALLY BE LIMITED BY THE GENERAL PRINCIPLES OF GOOD FAITH, FOR EXAMPLE IN CASES OF DISPROPORTIONALITY BETWEEN THE AMOUNT OF THE DELIVERY PRICE AND THE AMOUNT OF DAMAGES. THE EXTENDED LIABILITY PURSUANT TO SECTION 287 BGB IS EXCLUDED.

- 9.4 IN THE EVENT OF LIABILITY FOR SIMPLE NEGLIGENCE, THE OBLIGATION FOR COMPENSATION OF BEGO FOR PROPERTY DAMAGES AND THUS RESULTING FURTHER FINANCIAL LOSSES IS LIMITED TO THE MAXIMUM VALUE OF OUR SUM INSURED (CURRENTLY EUR 1,000,000.00 PER DAMAGING EVENT, WITH SEVERAL DAMAGING EVENTS IN TOTAL EUR 5,000,000.00 PER ANNUM), EVEN IF IT CONCERNS A BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS.
- 9.5 THE ABOVEMENTIONED LIABILITY EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE SAME EXTENT FOR THE BENEFIT OF THE BODIES, LEGAL REPRESENTATIVES, EMPLOYEES AND OTHER VICARIOUS AGENTS OF BEGO.
- 9.6 We are responsible for proof of the facts that substantiate the liability exclusion.
- 9.7 Insofar as BEGO provides technical information or shall work in an advisory capacity and this information or consultancy does not belong to the scope of services owed by it, agreed as per contract, this shall take place free of charge and under the exclusion of all liability.
- 9.8 The abovementioned liability limitations shall not apply to the liability of BEGO owing to wilful conduct, for guaranteed characteristics, owing to injury to life, the body or the health, for liability according to the German Product Liability Act (Produkthaftungsgesetz) or if liability is mandatory for other reasons.
- 9.9 The liability of the customer shall be oriented to subclauses 4.4, 5.3, 6.4, 6.5, 12.9, 15.8, 20.8 and according to this subclause. The customer shall incidentally be liable according to the statutory regulations.
- 9.10 Should the Customer breach an essential contractual obligation (obligation, the fulfilment of which makes the proper implementation of the contract possible at all and on the compliance with which BEGO relies on as a rule and may rely on, which in particular includes Subclauses 13 and 14) then the Customer shall indemnify and hold BEGO harmless with regard to each claim of third parties with regard to the breach against BEGO. The Customer will bear the costs resulting from this for a defence against the claims of third parties, among others also the necessary and reasonable costs for assertion of rights of BEGO. Subclause 9.3 shall apply accordingly.
- 9.11 Contractual penalty regulations of the Customer, which go beyond regulations agreed herein, are only effective if they have been agreed with us separately and in writing.
- 9.12 BEGO and the Customer will take all corresponding measures in order to avoid and minimize damages.

10. Returns

Returns of faultless Products delivered by us may only be carried out with our prior consent. We reserve the right to make a corresponding deduction from the product value that is to be reimbursed for the processing that is required hereby. Products must be in the undamaged and unchanged original packaging. To protect the goods against transport damage and loss in transit, we recommend a stable, transport-safe packaging as well as a traceable, insured return shipment of the goods.

11. Packaging

- 11.1 The customer is responsible for the correct transfer to recycling in accordance with the labeling on the packaging. We shall bear the costs of recycling by participating in a dual system. We shall not be liable for packaging waste disposed of incorrectly by the customer.
- 11.2 Insofar as we are obliged to take back the transport and outer packaging in accordance with the German Packaging Act (Verpackungsgesetz), the customer shall bear the costs for the return transport of the packaging used, unless should not be agreed otherwise.
- 11.3 Further information on the disposal of our packaging can be found on the respective product, in the instructions for use and at: www.bego.com.

12. Reservation of title

- 12.1 We reserve the property to the delivered Products until the full payment of the price as well as until the settlement of all other claims established from the business relationship between us and our group and the Customer and its companies, and those which will be established in future, including interest and costs.
- 12.2 In case of current account, the reserved property ("reserved goods") shall be deemed as security for our balance claims.
- 12.3 A treatment or processing of the delivered Products within the meaning of Sections 947–950 BGB shall be deemed as carried out on our behalf, however without costs for us, with the consequence that we will become owners of the semi-finished and finished products produced in this manner. Insofar as a combination or mixing with third-party goods takes place, we shall become co-owners in proportion to the Products delivered by us. The Customer shall hold in safe custody for us the semi-finished and finished products manufactured in whole or in part from the Products delivered by us. The new object produced from the treatment or processing shall be deemed as reserved goods to the stated extent within the meaning of this provision. The Customer may only sell the reserved goods in customary business transactions. It may consequently not pledge, assign these as collateral or dispose over these in any other manner. It has to notify us without delay of an impending or enforced attachment or any other impairment to our rights (e.g. as a result of the opening of insolvency proceedings). In the event of default of payment or the discontinuation of payments of the Customer we are entitled to request hand-over of the reserved goods. Costs incurred to us by interventions against accesses of third parties shall be for the expenses of the Customer.
- 12.4 In the event of the sale of the reserved goods these will be replaced by the proceeds. Furthermore, the Customer will assign the purchase price claim established owing to a sale of the reserved goods to us, in case of a connection or mixing with third party goods in the ratio to our product share contained in the sold goods; BEGO hereby accepts this assignment. At our request we are to be informed of the names of the purchase price debtors and the claims assigned pursuant to this provision are to be precisely quantified to us and the assignments are to be reported to the debtors concerned.
- 12.5 In case of default of payment or if the Customer breaches other essential contractual obligations, BEGO is entitled to take the reserved goods back. The exercising of the right to take the goods back does not represent a rescission of the contract. The right to take the goods back shall not cover the part of the Product, which was paid already (e.g. by a down payment).
- 12.6 The Customer is obliged to always keep the reserved goods full insured against the customary risks and to prove this to us upon request. The Customer hereby assigns its possible insurance claims to us; BEGO hereby accepts this assignment.
- 12.7 If the value of the securities provided to us exceeds the Customer's debt to us in terms of the books by more than 20%, we are accordingly obliged, at the request of the Customer, to release the securities made available to us. The selection of the securities to be released will be made by BEGO.
- 12.8 If, in case of deliveries to foreign Customers, the validity of the reservation of title envisaged in this Subclause 12 Dependent on the execution of additional measures (e.g. registration etc.), then the Customer has to arrange for these measures at its costs. If the reservation of title is not recognized at all in the country of the Customer, then the Customer is obliged to procure us a corresponding security right to the delivered Products.
- 12.9 In the event of any seizure or attachment of Products by third parties, the Customer must inform these third parties of BEGO's reservation of title and notify BEGO immediately in writing. If the third party is not in the position to reimburse BEGO for the judicial or extrajudicial costs incurred as a result of legal action against such seizure or attachment, the Customer shall be liable for the loss incurred by BEGO as a result.

13. Intellectual property rights of third parties

- 13.1 BEGO is obliged to provide the delivery, merely at the agreed destination free of industrial property rights and copyrights of third parties ("intellectual property rights of third parties"). BEGO is not aware of any intellectual property rights of third parties, which could be infringed by the distribution of its Products. Should a claim be asserted by a third party with regard to the infringement of its intellectual property rights through the envisaged use or the distribution, import, sales promotion/advertising or sale of the Products approved by BEGO ("claims of third parties with regard to the infringement of intellectual property rights"), the Customer must notify BEGO without delay of such claims in a written form.
- 13.2 In the event that the Product infringes intellectual property rights of a third party, BEGO will, at its choice, and at its costs, modify the Product or replace it to the extent that rights of third parties will no longer be infringement, however the Product will continue to fulfil the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If BEGO does not succeed in achieving this within a reasonable period of time, the Customer is entitled to rescind the contract or to reasonably reduce the purchase price. Possible claims for damages of the Customer are subject to the limitations of Subclause 9.
- 13.3 In case of infringements of rights through Products of other manufacturers delivered by BEGO, BEGO will at its choice assert its claims against the manufacturers and sub-suppliers for the account of the Customer or assigns these claims to the Customer. Claims against BEGO shall only exist in these cases according to this Subclause, if the assertion of the claims mentioned above in court against the manufacturers and sub-suppliers was unsuccessful or, for example has no prospects of success owing to insolvency.
- 13.4 Claims of the Customer are excluded if the Customer is responsible for the infringement of intellectual property rights of third parties or if the infringement is caused by stipulations of the Customer, by an application not foreseeable by BEGO, through a change by the Customer or by a use of the Product together with goods not delivered by BEGO.
- 13.5 Subclause 13.4 shall apply mutatis mutandis to the extent that a third-party claim for infringement of intellectual property rights against BEGO results from a distribution, import, promotion/advertising or sale of the Products not authorized by BEGO.

14. Compliance; export control clause; changes to the Products

- 14.1 Compliance
- 14.1.1 It is the responsibility of the Customer to inform itself about the compliance with all relevant municipal, state, federal republic and international laws (also with regard to minimum age requirements) in connection with the possession, use and the distribution of Products, which the Customer purchases from BEGO and/or relating to information, which was procured or transmitted via our website. The Customer shall not ship, transfer or export a Product purchased from BEGO to any country or otherwise deal with the Product in such a way as to violate any applicable laws, restrictions and regulations governing export.
- 14.1.2 Export transactions shall require the prior written consent of BEGO.
- 14.1.3 The Customer will cooperate with BEGO in full in the event of all official or other audits associated with the contract or inspections stipulated by law.
- 14.2 Export control clause
- 14.2.1 The Products made available by BEGO under the contract (including specific technical information, which are necessary for the development, production or the use of a Product) can be object of international, U.S., Chinese and other applicable export control laws and regulations (hereinafter "laws"), which restrict the exports, re-exports, transfers or disclosures, irrespective of the type and manner of the transmission (hereinafter "transactions").
- 14.2.2 BEGO draws the Customer's attention to the obligation to comply with the law. With each resale the Customer is responsible for compliance with possible export regulations and has to indemnify BEGO accordingly from all obligations.

- 14.2.3 The Customer is, without having previously obtained the permission of the responsible authorities, not entitled either to conduct further transactions with the Products provided by BEGO under this contract if (i) the Product is controlled pursuant to the laws; (ii) the transaction is carried out to a country, a person or other party, which by virtue of the law is not entitled to receive such a Product, i.e. is covered by a sanction list (hereinafter "sanctioned party") or an embargo; or (iii) the transaction is carried out to a person or other party and the Customer is aware or it has reason to assume that this person or party is intending to use the Product for military activities or another forbidden use or to enable others to carry out such a use.
- 14.2.4 BEGO shall only carry out transactions of goods if the transaction is in accordance with the law. BEGO is not obliged to carry out transactions of goods if the required permits or other documents are not available. BEGO will not sell to sanctioned parties within the meaning of the laws or to customers, which are controlled at least fifty (50) percent by a sanctioned party. The Customer is obliged to notify BEGO immediately of its status within the meaning of Subclause 14.2.5 and of any changes in the information relevant under the Contract.
- 14.2.5 Changes to the Products: In the event of a resale or distribution of the Products, the Customer may not modify, alter, change, add to, manipulate, falsify, open, dismantle, remove or disassemble the (i) Products, (ii) their packaging, (iii) the associated instructions for use, (iv) their labeling, (v) the information printed on the Products and (vi) the advertising materials, in particular, but not only, the trademarks of BEGO or (vii) any parts thereof. In addition, it may not autonomously change the product name or authorize it under its own product names and not make it available on the market under its own trademark or own trade name.
- 14.2.6 The liability of BEGO pursuant to Subclauses 8 and 9 shall not apply to Products, which were handled by breaching Subclause 14 insofar as the Customer cannot prove that the breach is not associated with the claims of third parties with regard to defects.

15. Provided documents; confidentiality; Reverse Engineering

- 15.1 BEGO reserves the property and copyright to all offers and cost estimates submitted by it as well as to drawings, diagrams, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Customer. At the request of BEGO, the Customer shall return these items to BEGO in full and destroy any copies made if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of data made available using electronic means for the purpose of usual data backup.
- 15.2 All information, which (i) at the time of disclosure to the other party is marked as confidential, (ii) at the time of the disclosure is explicitly described as confidential and the confidentiality of which is confirmed by the disclosing party within thirty (30) days after the disclosure or (iii) the confidentiality of which can be derived from the nature of the matter or the overall circumstances, will be considered as "confidential information" according to the contract.
- 15.3 Information will not be qualified as confidential information, if such information (i) is or becomes accessible to the public without breaching the contract or other provisions which serve the protection of confidential information, (among others by disclosure on the part of BEGO to third parties without a non-disclosure obligation), (ii) had already been in the possession of the Customer before it received this from BEGO, (iii) the Customer received it lawfully from third parties without a non-disclosure obligation or (iv) was developed or determined independently by the Customer.
- 15.4 The Customer must keep this confidential information strictly secret.
- 15.4.1 May not disclose, distribute and publish this;
- 15.4.2 To restrict the access to the confidential information to those executives and employees, for whom it is essential to know such information for the purposes of this contract;
- 15.4.3 May not make the confidential information available to any third parties, including, but not only, consultants and self-employed entrepreneurs, not according to a contract or a non-disclosure agreement either;

- 15.4.4 Limit the electronic and physical copies of the confidential information it holds to a maximum of five (5) copies at any one time;
- 15.4.5 May not announce the confidential information on its intranet or on the internet (with the exception of emails, which are at the most addressed to one recipient), unless such confidential information was encrypted previously to safeguard the confidentiality using an encryption program that corresponds with the latest status of technology;
- 15.5 The Customer shall not directly or indirectly reverse engineer or attempt to reverse engineer any materials for its own business purposes, unless otherwise agreed in writing. In particular, the Customer may not decompile, analyse, disassemble or otherwise attempt to reverse engineer or infer the (elements, materials, ingredients, components, formulas, processes, source code) contained in the materials.
- 15.6 The Customer will only be released from the non-disclosure obligations as far as and only then, if BEGO has approved a disclosure of the confidential information in a written form or a responsible state authority, a court or a court of arbitration requests the Customer to disclose certain confidential information. In this case the Customer will take all adequate measures to ensure that this information is treated confidentially by the authority, the court and/or by the court of arbitration as far as possible.
- 15.7 The non-disclosure obligations shall lapse ten (10) years after expiration of the contract.
- 15.8 If the Customer breaches the non-disclosure obligations ensuing from this Subclause 15 or the contract then the Customer is obliged to pay a contractual penalty irrespective of fault to BEGO in a reasonable amount, whereby the amount will be determined at the reasonable discretion of BEGO and the adequacy of the contractual penalty in case of dispute can be examined by the court of jurisdiction. The right to assert further damages will remain reserved.

16. Data protection

- 16.1 BEGO is obliged to exercise discretion and to a confidential handling of personal data. The employees are obliged to maintain secrecy and to comply with the applicable data protection provisions.
- 16.2 The data protection provisions are based on the European General Data Protection Regulation (GDPR), the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and special legal data protection provisions.
- 16.3 Only personal data will be collected and processed insofar as this is necessary to fulfil the contract or we are entitled and obliged to collection and processing of your data owing to statutory provisions.
- 16.4 If we process data for purposes other than those for which the data was collected or if there is no legal authorization, we process personal data on the basis of your declaration of consent, which we may obtain from you before processing. The consent will require a written form with the processing of special categories of data within the meaning of Art. 9 GDPR and is can be revoked at any time for the future.
- 16.5 Only that information will be stored regarding the contractual partner, which is necessary to fulfil a contract or a legal obligation. This will only be made accessible to those employees, who are responsible for the corresponding tasks.
- 16.6 You agree that you will not transfer any patient-related data within the scope of the contractual relationship. Patient-related data are information or materials, which refer to the illnesses or treatment of individual persons and through which an individual may be identified. This includes, among others, a patient's personal identification number.
- 16.7 You are responsible for complying with all applicable data protection regulations. Irrespective of the previous Subclause patient-related data, which you must if applicable transmit to us and which cannot be rendered unrecognizable before the transmission, will only be processed by us within the scope of the applicable data protection regulations and only to fulfil the contractual purpose. In addition, you assure that you have obtained a consent from your patient to forward his or her data.

- 16.8 The complete information in accordance with the obligation under Art. 13, Art. 14 GDPR will be provided separately as an annex to the contract.
- 17. Special regulations for electrical and electronic equipment**
- 17.1 If the Customer has ordered electrical and electronic equipment from BEGO, the following provisions shall also apply:
- 17.2 The customer shall ensure that electrical and electronic equipment is disposed of separately from unsorted municipal waste.
- 17.3 Within Germany, the Customer shall have the right to return the delivered device to BEGO for proper disposal at its own expense after termination of use. For this purpose, BEGO must be contacted in advance at info@bego.com.
- 17.4 Outside Germany, the customer will receive information on the proper disposal of the device from its seller.
- 17.5 Further information on the disposal of our electrical and electronic equipment can be found on the respective product, in the instructions for use and at: www.bego.com.
- 18. Special regulations for orders via BEGO internet portals**
- 18.1 If the Customer orders Products via a BEGO internet portal my.bego.com, shop.bego.com, orderportal.bego-medical.com, bego-medical.com/scan-centre, guide.bego.com/ (you can find our current internet portals on www.bego.com), the following regulations will additionally apply:
- 18.2 The internet portals are oriented to persons authorized owing to their professional qualification, persons with unlimited capacity to enter into legal transactions, who are entrepreneurs within the meaning of the BGB.
- 18.3 A registration is necessary in order to be able to place orders via the internet portal. The username and the password are not transferable to third parties. The pages relating to the order are only accessible to registered users of the Internet portal.
- 18.4 Offers of BEGO on the Internet portal are without obligation. The Customer's order is placed by entering the information requested on the order form and submitting the order to the Internet portal. The order of the Customer is binding. The Customer will initially receive an electronic confirmation of receipt of the order. BEGO will subsequently check the information sent by the Customer. With a positive result of this check BEGO will accept and carry out the order.
- 18.5 General details on the internet portal will not represent any assurance of deadlines and dates.
- 18.6 Section 312i Para. 1 Sentence 1 No. 1, 2 and 3 as well as Section 312i Para. 1 Sentence 2 BGB, which provide for certain obligations of the trader in the case of contracts concluded in electronic commerce, are precluded.
- 19. Special regulations for the order of Products based on data recordings**
- 19.1 If the Customer orders Products through the electronic transmission of data generated by a scanner or otherwise by means of data recording (hereinafter referred to as "data recording orders"), the following regulations shall apply in addition:
- 19.2 The Customer waives with data recording-order on the receipt of a declaration of acceptance in a written or a text form of BEGO. Each Customer will receive a permanent customer number from BEGO for the purpose of electronic data transmission. The order can only be placed if the form of the user interface made available by BEGO was completed in full.
- 19.3 BEGO shall issue an invoice to the Customer for the Products delivered on the basis of orders.
- 19.4 In order for BEGO to be able to fulfil its delivery obligations from data recording-orders the Customer must properly satisfy its obligations to provide assistance in time. The Customer in particular has to ensure that the data recordings are carried out correctly, include the entire required information and the data are transmitted to us in full. Employees, who operate a scanner and carry out orders, must therefore be trained accordingly.
- 19.5 In case of data recording-orders – BEGO shall produce the Products according to the data transmitted to BEGO and, if applicable, from the material selected by the Customer. Therefore, no claims exist in case of defects, which are due to a faulty operation of the terminal device, faulty transmission of the data owing to errors of the line used by the Customer, the fitting of the Product with the patient or the, if applicable, placed order of unsuitable materials. Finally, no claims will exist due to defects if the defect is a result of the reworking or modification of the Product by the Customer.
- 19.6 If the Customer complains about a material defect to a Product, the Customer must send this together with the previously scanned model or data record together with the associated documents to BEGO without delay in order to give BEGO the opportunity to examine the complaint. The procedure according to Subclause 10 shall apply accordingly. If BEGO comes to the conclusion that the Customer scanned the model improperly or created the data record improperly and therefore transmitted inaccurate data, BEGO will inform the Customer hereof immediately and will send it both data records as proof. Only if instructed to do so by the Customer, BEGO will in such cases manufacture and deliver another Product at the Customer's expense on the basis of the correct data set.
- 20. Special regulations for BEGO-Services**
- 20.1 If the Customer uses the BEGO scan and design service, the BEGO Guide Order Portal or comparable services of BEGO ("BEGO Service"), BEGO shall manufacture the customized abutment, prosthetic element or other corresponding component ("component") in accordance with the specifications provided by the Customer, such as the design and dimensions. The model made available to BEGO must be new, unsocketed and undamaged and may not have been used previously. The model must have been disinfected when delivered to BEGO. The Customer must confirm that the disinfection was carried out in a written declaration. Furthermore, the packaging of the model must comply with the applicable transport and safety laws.
- 20.2 Alternatively, a scanned model data set or an intraoral scan in STL format may be sent instead of the model.
- 20.3 In the case of sending a model or intraoral scan data set instead of a physical model, the Customer accepts that no fit check can take place on the part of BEGO. Any problems with the fit of the drilling template therefore do not constitute a material defect.
- 20.4 This also applies if the Customer sends a printable STL file of an already designed surgical guide instead of a planning proposal prepared by BEGO. Moreover, the Customer is responsible in this case for inquiring about the necessary correct offset values and, if applicable, to change these in its software. If the Customer orders a stencil design without production of a drilling stencil, then it is responsible for informing BEGO about the correct offset values for the printer that is to be used BEGO is not responsible for fitting problems that are causally attributable to printing errors or incorrect offset values.
- 20.5 BEGO will develop and manufacture the component exclusively in accordance with the design parameters and dimensions specified by the Customer in the order (whether in the order form or online). BEGO will not change the design parameters, dimensions stated and approved by the Customer and the form. By sending in the model via the BEGO scan and design service, the Customer approves the design and production (Design Pre-Approval).
- 20.6 If the Customer uses the BEGO Guide Order portal, BEGO will produce a planning proposal based on the details provided by the Customer.
- 20.7 BEGO will not give any medical advice. A treatment plan or an-other file, which is created by BEGO based on its inputs and will be made available, is the result of image processing procedures such as reformatting and cropping of original CT images and is merely to be assessed as part of the technical support and the support for you and is in no way to be understood as medical advice of BEGO in any form. For a complete radiological analysis, for example to assess whether tumours or infections are present outside the region for implant placement, you must always refer to the original CT images and you must carefully review and check the treatment plan or other file or associated data recording-product before use.
- 20.8 By the fact that you use the treatment plan or another file or an associated data recording-product, you will automatically indemnify BEGO from all liability in connection with this use. You hereby declare that, according to the applicable laws and regulations, you have a sufficient medical qualification that you will comply with all applicable laws and that you will assume the full legal and medical responsibility for use of the treatment plan or another file or an associated data recording-product.
- 20.9 With the use of the BEGO-Services BEGO is not responsible for defects in the design or the fit of the component. Neither do any claims due to defects exist if the defect is a result of the reworking or modification of the Product by the Customer.
- 21. Special regulations for orders of software**
- 21.1 If software is included in the scope of delivery BEGO will grant the Customer a non-exclusive and subject to Subclause 21.8, a non-transferable right to use said software pursuant to the following provisions:
- 21.2 All rights to know-how and patentable results (e.g. inventions, copyrights) shall remain with BEGO. BEGO is entitled to use the know-how gained in connection with the implementation of the contract to an unlimited extent for its own business purposes.
- 21.3 If software is supplied as part of a device or for a certain device ("firmware") the Customer may only use this firmware with the designated device. The use of the firmware with another device shall require the explicit written consent of BEGO, unless the Customer uses the software temporarily with a substitute device of identical construction due to a defect in hardware sold by BEGO.
- 21.4 For the use of software as intended the necessary documentation will also be delivered in a suitable form. The provision of further documentation, in particular maintenance documentation or documentation for firmware, shall in any case require a separate written agreement.
- 21.5 If BEGO does not explicitly grant the Customer a multiple license, the Customer will receive a single license to the software, i.e. the software may only be used on the respective one terminal device. The Customer is however entitled to create a copy exclusively for backup purposes. In the event of a multiple license the Customer must pay attention to the instructions transmitted by BEGO for the reproduction and record the location.
- 21.6 The software will be exclusively provided in a machine-readable form as an object code.
- 21.7 Except in the event of Section 69e German Act on Copyright and Related Rights [Urheberrechtsgesetz – UrhG] the Customer is not entitled to change, reverse engineer, translate, to remove parts or to connect the software with other programs. The Customer may not remove alphanumeric and other identifiers as well as manufacturer's details – in particular copyright notices – from data carriers and must transfer them unchanged to each backup copy.
- 21.8 The Customer is not entitled to rent or loan software to third parties or to grant sub-licenses. Software acquired together with a device may only be resold together with the associated device. The Customer may only resell other software to third parties, insofar as the third parties are not granted any further rights of use to the software, than were granted to the Customer by BEGO. The Customer may not retain any copy of the software in the event of resale. Multiple licenses may only be resold in total.

- 21.9 Insofar as BEGO provides the Customer with open-source software or other third-party software, i.e. software for which BEGO only has a derived right of use, the terms of use agreed between BEGO and its licensor, which BEGO shall make available to the Customer on request, shall apply additionally and with priority. In the event of a breach of these terms of use by the Customer, in addition to BEGO, its licensor shall also be entitled to assert the resulting claims and rights in its own name.
- 21.10 The Customer undertakes to store the software including possible documentation carefully in order to exclusive any misuse.
- 21.11 The purchase of software shall not comprise any obligation of BEGO to provide software services. These shall require a separate agreement.

22. Statute of limitation regulations

- 22.1 Claims of the Customer from guarantee and warranty shall become statute-barred after one (1) year. The claims of the Customer owing to defects according to Section 438 Para. 1 No. 2 BGB and Section 634a Para. 1 No. 2 BGB shall remain unaffected hereby.
- 22.2 Other claims of the Customer owing to breaches of obligations by us, in particular claims for damages (e.g. with a breach of a subsequent performance obligation for which we are responsible) shall become statute-barred after one (1) year. This shall have no effect on the right of the Customer to rescind the contract owing to a breach of obligation for which we are responsible, which is not due to a defect. Subclause 9.8 shall apply accordingly.
- 22.3 The statutory provisions regarding the start of the statute of limitations, the inhibition to expiration, the inhibition and the new commencement of deadlines will remain unaffected.
- 22.4 Our claims against the Customer shall become statute-barred according to the statutory regulations.

23. Assignment; transfer; offsetting

- 23.1 The Customer may not assign or transfer its rights and/or obligations from the contractual relationship with BEGO to third parties without the prior written consent of BEGO. Section 354a German Commercial Code [Handelsgesetzbuch – HGB] will remain unaffected.
- 23.2 The Customer is only authorized to offset as well as to exercise rights of lien or of retention if the claims asserted by it are recognized by BEGO or have been declared final and binding by a court. Rights of retention owing to defects may only be asserted under the above prerequisites in a reasonable relation to the occurred defects.

24. Force majeure

- 24.1 Serious events, in particular such as force majeure or other events that were not foreseeable at the time when the contract was concluded (e.g. fire, water and storm damages, interferences to traffic, epidemics or pandemics, industrial disputes, other unforeseeable loss of workers, energy or production materials, civil commotion, armed conflicts or terrorist acts, difficulties in obtaining the necessary official permits, official measures or the failure of suppliers to deliver correctly or on time), which lead to unforeseeable consequences for the execution of services and for which the contractual party is not responsible, will release BEGO and the Customer for the duration of the interference and in the scope of their effect from their service obligations, even if they should be in default. An automatic dissolution of a contract is not associated herewith. BEGO and the Customer are obliged to notify one another of such an impediment and their obligations to adjust to the changed circumstances in good faith.
- 24.2 If the adherence to the agreed delivery deadline proves not to be possible as a result of such circumstances a reasonable extension of the delivery time shall apply, at the longest however up to four (4) weeks after expiration of the original delivery deadline. If the impediment is then still continuing BEGO and the Customer are entitled to rescind the contract. In this case none of the contractual parties shall be entitled to a further claim against the respective other contractual party.

25. Applicable law; place of jurisdiction; place of performance; final provisions

- 25.1 THE LAW OF THE FEDERAL REPUBLIC OF GERMANY SHALL APPLY EXCLUSIVELY TO ALL BUSINESS RELATIONSHIPS BETWEEN BEGO AND THE CUSTOMER. THE VALIDITY OF THE CONVENTION OF THE UNITED NATIONS OF 11. APRIL 1980 ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) IS EXCLUDED.
- 25.2 IF THE CUSTOMER IS A MERCHANT, LEGAL ENTITY UNDER PUBLIC LAW OR A SPECIAL FUND UNDER PUBLIC LAW, THE PLACE OF JURISDICTION FOR ALL DISPUTES FROM OR IN CONNECTION WITH THE CONTRACTUAL RELATIONSHIP IS BREMEN, GERMANY. BEGO IS HOWEVER ALSO ENTITLED IN ALL CASES TO FILE AN ACTION AT THE PLACE OF PERFORMANCE OF THE DELIVERY OBLIGATION PURSUANT TO THE CONTRACT OR A PRIOR INDIVIDUAL AGREEMENT OR AT THE GENERAL PLACE OF JURISDICTION OF THE CUSTOMER. THE SAME SHALL APPLY IF THE CUSTOMER HAS NO GENERAL PLACE OF JURISDICTION IN GERMANY OR RELOCATES ITS PLACE OF RESIDENCE OR CUSTOMARY PLACE OF ABODE OVERSEAS AFTER CONCLUSION OF THE CONTRACT OR THE PLACE OF RESIDENCE OR CUSTOMARY PLACE OF ABODE IS NOT KNOWN AT THE TIME WHEN THE ACTION IS FILED. THE PRIOR STATUTORY REGULATIONS, IN PARTICULAR REGARDING EXCLUSIVE JURISDICTIONS, WILL REMAIN UNAFFECTED BY THIS SUBCLAUSE.

- 25.3 The place of performance, also for payments and deliveries of the Customer, is Bremen, Germany, unless we have explicitly agreed otherwise with the Customer.
- 25.4 The invalidity of individual provisions above shall not affect the legal validity of the remaining provisions.
- 25.5 Insofar as the contract or these Standard Terms of Business feature loopholes in the regulations, those legally effective regulations shall be deemed as agreed to fill these loopholes, which the contractual partners would have agreed according to the commercial objectives of the contract and the purpose of these Standard Terms of Business, if they had been aware of the loophole in the regulation.
- 25.6 In the case of continuing obligations, BEGO reserves the right to amend these Standard Terms of Business at any time, insofar as this is necessary for valid reasons, in particular due to a changed legal situation or supreme court rulings, technical changes or further developments, new organizational requirements of mass traffic, regulatory gaps in the Standard Terms of Business, changes in market conditions or other equivalent reasons and does not unreasonably disadvantage the Customer. The Customer shall be notified of any amendments to the Standard Terms of Business in writing or by e-mail at least six weeks before they come into force. The amendments will become effective if the Customer does not object within this deadline of six weeks (beginning after receipt of the written amendment notification) in writing or by email and BEGO has pointed out this legal consequence to the Customer in the amendment notification.

Bremen, October 2023