

General Terms of Service

1. General remarks

These General Terms of Service (hereinafter: "Terms of service") apply to all services between BENNING Elektrotechnik und Elektronik GmbH & Co. KG (hereinafter: "BENNING") and the CUSTOMER. This includes maintenance, repair and installation services as well as training.

- 1.1 These terms of service apply exclusively. Conflicting, deviating or supplementary conditions of the CUSTOMER (in particular general terms and conditions of purchase or business) will not be recognised by BENNING and do not apply unless BENNING has expressly agreed to them in writing. This requirement of consent also applies in particular if BENNING provides the service to the CUSTOMER without reservation in the knowledge of the CUSTOMER's conditions.
Additional agreements which have to be signed on site at the CUSTOMER's premises by the BENNING service technician are not binding for BENNING if they conflict with our General Terms of Service.
- 1.2 The version of the Terms of Service valid at the time of the respective order shall also apply to future contracts without BENNING having to refer to them again in each individual case.
- 1.3 Additional or deviating agreements to these Service Conditions made between BENNING and the CUSTOMER for the execution of a contract must be recorded in written form. This shall also apply to the waiver of this written form requirement.
- 1.4 Rights to which BENNING is entitled according to the statutory provisions beyond these Service Conditions shall remain unaffected.

2. Conclusion of contract

- 2.1 Unless otherwise agreed, an order for a service placed by telephone or in writing shall only become binding if it has been confirmed by BENNING by means of an order confirmation, a usage confirmation or in another written form. An order confirmation issued by means of automatic equipment, which lacks a signature and a name shall be deemed to have been issued in accordance with the form. Silence on the part of BENNING to orders, requests or other declarations by the CUSTOMER shall only be deemed to constitute consent if this has been expressly agreed in text form. Insofar as the order confirmation contains obvious errors, spelling mistakes or miscalculations relevant to the contract, it shall not be binding on BENNING.
- 2.2 BENNING reserves all property rights and copyrights to all offer documents. Such documents may not be made accessible to third parties. The provisions under clause 12. shall remain unaffected by this and shall otherwise apply in addition.

3. Scope of services, service dates, delay

- 3.1 In the case of spare parts delivery (/deliveries), the type and scope of the spare parts shall be listed in the order confirmation.

In the case of service and installation orders, the performance description shall be included in the offer submitted by BENNING to the CUSTOMER. Changes to the service require confirmation from BENNING in text form in order to be effective.
- 3.2 BENNING reserves the right to make changes to the services to be provided, insofar as the changes are not significant and are reasonable for the CUSTOMER.

- 3.3 BENNING decides which service and/or training and/or consulting personnel will be used by BENNING for the fulfilment and processing of the service and reserves the right to replace them at any time. BENNING is furthermore entitled to fulfil the services through subcontractors, provided that legitimate interests of the CUSTOMER do not conflict with this.
- 3.4 Service dates or service periods shall be agreed in writing on the offer or the order confirmation and shall be expressly marked as such. If an offer or an order confirmation does not contain a marking of a binding service date or period, the service date or periods mentioned therein shall only be considered as an indication for the performance of the service. The exact scheduling is done via the service confirmation.
- 3.5 Compliance with the service date is subject to the timely and proper fulfilment of the CUSTOMER's other obligations. Within the CUSTOMER's area of responsibility, the CUSTOMER shall in particular ensure that BENNING can smoothly provide the contractually owed service on the agreed service dates. This includes, among other things, the necessary access to the rooms and/or IT interfaces in which the hardware and/or software provided by BENNING is to be installed. If the service performance is delayed due to causes for which the CUSTOMER is responsible, BENNING may charge the CUSTOMER for the additional expenses. The assertion of claims for damages caused by delay on the part of the CUSTOMER is excluded in these cases.
- 3.6 If the non-observance of the service dates or the entire service performance is due to force majeure and other disruptions for which BENNING is not responsible (e.g. war, terrorist attacks, import and export restrictions) including those affecting subcontractors of BENNING, the agreed service dates or the entire performance of the service shall be extended by the duration of the hindrance. This also applies to industrial action affecting BENNING and its subcontractors.

4. Acceptance

- 4.1 In the case of all services which are subject to acceptance, BENNING may demand an immediate, written declaration of acceptance from the CUSTOMER within 3 working days at the latest, in accordance with this Clause 4.
- 4.2 If a service involves several individual services that can be used independently of each other by the CUSTOMER, these individual services shall be accepted separately.
- 4.3 Upon signature of an assignment report by the CUSTOMER, any defects found shall be reported immediately, otherwise the service shall be deemed to have been accepted.

If acceptance is required due to the nature of the service, the CUSTOMER shall inspect the result of the service within 3 working days at the latest and either declare acceptance in writing or inform BENNING of the defects found with a precise description and indication of the symptoms of the defect.

If the CUSTOMER does not make a declaration within the aforementioned period or uses the service without giving notice of defects, the service shall be deemed to have been accepted.

Insignificant defects shall not entitle the CUSTOMER to refuse acceptance. If the (partial) service provided is used productively by the CUSTOMER, this shall in any case be deemed to be

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acceptance of the respective (partial) service.

4.4 BENNING shall remedy the reported defects according to item 4.3 within a period of time appropriate to the severity of the defect and the impairment of the CUSTOMER's business operations. After being notified of the rectification of the defect, the CUSTOMER shall check the result of the performance without delay. In all other respects clause 4.3 shall apply accordingly.

5. Price

5.1 Services are generally invoiced according to the time spent (hereinafter referred to as "Working Time") and the BENNING price list valid at the time of conclusion of the contract.

5.2 Spare and wear parts which may have to be used for services provided by BENNING shall be invoiced separately and in accordance with the provisions of this Clause 5.

5.3 Prices are always quoted in EURO. The statutory value added tax is not included in the price and shall be shown separately in the invoice at the statutory rate applicable on the date of invoicing and shall be owed additionally by the CUSTOMER.

5.4 In the absence of a special agreement, the prices are exclusive of any ancillary costs. All ancillary costs incurred at home and abroad in connection with the service shall be borne by the CUSTOMER.

5.5 Waiting time at the CUSTOMER's premises for which BENNING is not responsible shall be regarded as working time and shall be charged accordingly by BENNING.

5.6 Services which

- are provided outside BENNING's normal business hours (Mon.-Fri. 6:00 a.m. to 6:00 p.m., excluding national holidays),
 - are necessary due to negligence, improper operation, handling, improper operation of the hardware, in particular the use of consumables, spare or wear parts not approved by BENNING, environmental conditions which do not correspond to the manufacturer or force majeure within the meaning of item 3.7,
- are separate services and will be charged separately in this respect.

6. Terms of payment

6.1 Unless otherwise agreed in text form, payment of the gross price plus any ancillary costs shall be made within a payment period of 14 days from the invoice date without any deductions. There is no entitlement to deduct a cash discount.

6.2 Payment shall be deemed to have been made when BENNING can dispose of the amount at the place of business. Payments may be used to settle the oldest debt items due plus interest accrued thereon.

6.3 If the payment deadline according to item 6.1 is exceeded, the CUSTOMER shall be in default without further ado and BENNING shall be entitled to demand default interest as well as other default damages, in accordance with § 288 Para. 2 BGB. Both BENNING and the CUSTOMER reserve the right to claim further damages and to prove lesser damages.

6.4 The CUSTOMER's counterclaims shall only entitle the CUSTOMER to set-off and to assert a right of retention if they have been legally established or are undisputed. The CUSTOMER may only assert a right of retention if its counterclaim is based on the same contractual relationship.

6.5 BENNING shall be entitled to perform or render outstanding services only against advance payment or provision of security if, after conclusion of the contract, circumstances

which are likely to substantially reduce the creditworthiness of the CUSTOMER and which jeopardise the payment of outstanding claims of BENNING by the CUSTOMER from the respective contractual relationship become known.

This shall apply accordingly if the CUSTOMER refuses or fails to pay outstanding claims of BENNING and there are no undisputed or legally established objections against the claims of BENNING.

7. Obligations of the CUSTOMER

7.1 In addition to Clause 3.6, the CUSTOMER shall in particular comply with the following obligations:

- The CUSTOMER is obliged to fully support BENNING in the provision of the services, in particular to provide information, data and materials BENNING requires to provide the services in the formats and within the timeframe agreed between the parties.
- The CUSTOMER shall designate at least one employee employed at the place of installation of the service provision as contact person for BENNING. BENNING must be informed immediately if the contact person changes.

Data backup and data maintenance:

- Regular data backups appropriate to the importance of the data for the business operations of the CUSTOMER, in particular performing a separate data backup before carrying out service work in order to minimise the risk of data loss.
- Regular maintenance of storage media (e.g. regular defragmentation of mass storage, swapping out of mass data).

Framework conditions for service:

- Designation of a qualified contact person (in the countersigned confirmation of deployment) as well as a deputy who is present on site during the service performance if required.
- Immediate reporting and detailed description of occurring malfunctions on the basis of appropriate documents (description of the error symptoms by means of error logs, etc.).
- Documentation and demonstration of faults of the service item
- With agreed remote diagnosis: Installation and maintenance of the necessary infrastructure (e.g. telephone connection) at the CUSTOMER's own expense.
- Provision of suitable and sufficient storage space for consumables
- The CUSTOMER shall be obliged at the CUSTOMER's own expense to dispose of safety-relevant substances and goods in accordance with the relevant environmental and disposal regulations.

7.2 The CUSTOMER shall inform BENNING when using products in an environment that poses or could pose a health or safety risk to BENNING employees or subcontractors.

7.3 The CUSTOMER must inform BENNING if consumers remain connected to the UPS system during the service work.

During the work, the connected consumers are thus exclusively supplied directly from the grid and disturbances of the grid could directly affect your consumers during this phase. Shutdown sequences running in the background of connected systems must therefore be deactivated in good time, and critical consumers must be taken out of operation in advance if necessary. Due to possible dust formation during the work, the affected fire detectors must be deactivated.

BENNING accepts no liability for damage resulting from non-compliance with these instructions. Furthermore, liability is also excluded in particular for all disruptions of the ongoing operation as well as the consequential damages of a failure at the CUSTOMER's premises

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insofar as the network disruption was not triggered by gross negligence or intent on the part of BENNING.

8. Warranty, compensation

8.1 Insofar as BENNING installs or fits spare or wear parts when performing the service work, the warranty and retention of title for these shall be governed by BENNING's "General Terms and Conditions of Delivery" in the version current at the time the order is placed. The "General Terms and Conditions of Delivery" can be viewed on the BENNING website at:
<https://www.benning.de/unternehmen/lieferbedingungen.html>.

8.2 Unless otherwise stipulated below, BENNING warrants that the service will be performed free of defects in accordance with the statutory provisions.

8.3 Claims for subsequent performance are excluded in the case of minor, unavoidable deviations from the order content of the service.

8.4 BENNING shall be liable without limitation for damages resulting from injury to life, body or health. The same applies to intent and gross negligence and to liability due to fraudulent concealment of defects. BENNING shall only be liable for slight negligence if essential obligations are violated which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, the liability of BENNING shall be limited to the order value of the service. In all other respects, liability is excluded.

8.5 The limitation period for the CUSTOMER's claims for defects shall be 1 year. The unlimited liability of BENNING for damages resulting from injury to life, body or health or for intent and gross negligence shall remain unaffected. The statutory limitation periods shall apply exclusively in this respect.

8.6 The limitation period begins either with the completion or the acceptance of the service. The start of the time limit here depends on the respective earlier time of occurrence of the termination or the acceptance. Insofar as the supplementary performance is carried out as a gesture of goodwill, the limitation period shall not begin anew as a result of supplementary performance. The unlimited liability of BENNING for damages resulting from injury to life, body or health or for intent and gross negligence shall remain unaffected. The statutory provisions on the commencement of the limitation period shall apply exclusively in this respect.

8.7 The CUSTOMER may not assert any warranty rights against BENNING insofar as it breaches its obligations pursuant to item 7.

8.8 Insofar as BENNING's liability for damages is excluded in accordance with this Clause 8. or by law, this shall also apply with regard to the personal liability for damages of BENNING's employees, workers, staff, representatives and vicarious agents.

8.9 Warranty claims against BENNING may only be asserted by the CUSTOMER and may not be assigned.

8.10 The provisions of this Section 8 apply accordingly to defects of title that are not based on the infringement of property rights of third parties.

9. Withdrawal, termination

9.1 If the CUSTOMER's conduct is in breach of the contract, in particular in the event of default in payment, BENNING shall be entitled, without prejudice to other contractual and statutory rights, to withdraw from or terminate the contract after the expiry of a reasonable grace period.

9.2 BENNING is entitled to withdraw from the contract if the CUSTOMER suspends payments or applies for the opening of

insolvency proceedings or comparable proceedings for the settlement of debts in respect of its assets.

9.3 Further statutory rights and claims shall not be restricted by the provisions contained in this clause 9.

10. In-house repairs

10.1 Repairs of BENNING devices can only be carried out if the repair has been registered in advance on the Benning website (www.benning.de/benning-uk) under the menu item "Service -> Returns processing".

10.2 Please always fill out the service form completely. In the case of products that are delivered to us without a precise description of the fault (e.g. "broken", "for repair", "no function" etc.), part of the working time will be spent on fault analysis, which can greatly increase the repair costs.

10.3 A copy of the purchase invoice / delivery note / proof of serial number is required to verify a warranty claim.

10.4 In the event of unjustified complaints (no fault detectable, operating error), the unit will be returned for a processing fee. The current amount of the processing fee can be requested from BENNING.

10.5 For repairs which are not covered by the warranty, BENNING will provide an estimate of the repair costs incurred.

If the customer refuses to carry out the repair, the processing fee will also be charged.

If the customer accepts the order, this handling fee will be offset against the repair costs.

10.6 Please only use the original packaging or suitable packaging for shipping. In case of improper packaging, the warranty claim is at risk. The warranty does not apply to any damage resulting from this.

10.7 Unless otherwise agreed in writing, the customer shall bear the costs incurred for transport and insurance of equipment. In the case of insufficiently stamped deliveries, the costs will be invoiced.

10.8 The customer shall bear the transport risk.

Unless otherwise agreed in writing, there is no insurance cover during the repair period in our works.

The customer shall ensure that the existing insurance cover for the object of repair is maintained, e.g. with regard to fire, mains water, storm and machine breakage. Insurance cover for these risks can only be obtained at the express request and expense of the customer.

10.9 If the customer delays collection, we may charge storage fees for storage in our factory. The object of repair may also be stored elsewhere at our discretion. The costs and risk of storage shall be borne by the customer.

10.10 The warranty for repaired units is 1 year.

10.11 Liability is regulated under point 8. of these General Terms of Service.

11. Rights of use to software and documentation

11.1 BENNING grants the CUSTOMER the unlimited (purchase) or limited (rental), non-exclusive and, subject to Section 10.5, non-transferable right of use to the software provided in accordance with the following conditions. The scope of the right of use for software of other third parties ("third-party software") shall be determined in the event of its inclusion according to the

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terms of use of the respective manufacturer.

11.2 The CUSTOMER is entitled to use the software on hardware available to it within the framework of the contractual and statutory provisions. Simultaneous use on more than one piece of hardware or in a network (simultaneous multiple use) requires - insofar as the multiple use is outside the intended use - a separate agreement. If the (operating) hardware is changed, the software on the previously used hardware must be deleted.

11.3 Without the consent of BENNING, the CUSTOMER shall not be entitled to modify, edit or reproduce the provided software in any form, unless this is necessary within the scope of the intended use (§ 69d Copyright Act - UrhG). Decompilation is only permitted in accordance with the provisions of Section 69e UrhG.

11.4 In the event of a modification or other processing of the software by the CUSTOMER which is permissible pursuant to Clause 10.3, the CUSTOMER shall not be entitled to pass on the results to third parties, to publish them or to reproduce them beyond the intended use.

11.5 The CUSTOMER is not entitled to transfer its right of use to third parties or to grant them corresponding rights of use (sub-licences). This shall not affect the CUSTOMER's right to resell acquired (purchased) software with final abandonment of its own use, with binding of the purchaser to the applicable terms of use and after deletion of necessary duplicates within the meaning of the Clause. In the event of sale, the name and address of the purchaser shall be notified to BENNING in writing without delay.

11.6 The provisions of Sections 10.3 to 10.5 apply accordingly to (also) provided user and operating documentation.

11.7 BENNING reserves all rights to the software provided, in particular to its updates, until the claims from the provision of the software as well as the other claims of BENNING from the business relationship due at the time of the performance of the service have been settled in full.

11.8 In the event of a breach of the above provisions, BENNING shall be entitled to demand injunctive relief and, if necessary, the surrender or destruction of unlawfully produced duplicate items, as well as compensation for damages.

12. Rights of use to other services

12.1 Unless otherwise agreed in text form, BENNING grants a simple, locally unrestricted, non-sublicensable right to use other services and achieved work results, such as training documents, reports, presentations, analyses, database works and databases in unchanged form.

12.2 The rights of use pursuant to the above paragraph shall only be transferred when the claims from the order for the service as well as the other claims of BENNING from the business relationship due at the time of the performance of the service have been settled in full.

13. Confidentiality, data protection

13.1 The CUSTOMER is obliged to keep all information which becomes accessible to the CUSTOMER via BENNING and which is designated as confidential or is recognisable as business or trade secrets according to other circumstances as confidential for an unlimited period of time and to neither record nor pass on or utilise it.

13.2 The CUSTOMER shall ensure by means of suitable contractual agreements with the employees and agents working for the CUSTOMER

that they also refrain for an unlimited period from any use, disclosure or unauthorised recording of such business and trade secrets.

13.3 The obligation of confidentiality does not apply to information which is demonstrably already lawfully known to the CUSTOMER or demonstrably becomes known outside the contract without breach of a confidentiality obligation. A demonstrably necessary disclosure of trade and business secrets of BENNING for the fulfilment of legal obligations is permissible; in this case the CUSTOMER must immediately inform BENNING in text form of the impending or effected disclosure.

13.4 The CUSTOMER is hereby informed that BENNING stores the personal data obtained in the course of the business relationship at BENNING in accordance with the provisions of the Federal Data Protection Act (BDSG).

14. Applicable law, agreement on place of jurisdiction

14.1 The legal relationship between the CUSTOMER and BENNING shall be governed by the law of the country in which BENNING has its registered office.

14.2 The exclusive place of jurisdiction and performance for all domestic disputes in connection with this contract or concerning its validity vis-à-vis merchants and legal entities under public law is the registered office of BENNING. BENNING is also entitled to bring an action at the seat of the CUSTOMER as well as at any other permissible place of jurisdiction.

14.3 Notwithstanding Clause 13.1 and Clause 13.2, the following shall apply in the case of international legal relations:

a) Any dispute, controversy or claim arising in the course of cross-border (international) business from or in connection with this contract, including its validity, invalidity, breach or termination, shall be settled by arbitration in accordance with the Swiss International Rules of Arbitration of the Swiss Chambers' Arbitration Institution, without recourse to the ordinary courts of law. The version of the Rules in force at the time of service of the Notice of Arbitration shall apply. The exclusion of ordinary legal proceedings does not affect interim relief and the proceedings for challenging and enforcing the arbitral award.

b) The arbitral tribunal shall consist of three arbitrators. The arbitrators must be proficient in the arbitration language.

c) The language of arbitration shall be English unless the parties have agreed on another language of arbitration.

d) The seat of the arbitral tribunal shall be in Switzerland, unless the contracting parties mutually agree on another location.

15. Other provisions

15.1 The CUSTOMER's rights and obligations may only be transferred to third parties with the written consent of BENNING.

15.2 The contractual language is German for contracts with CUSTOMERS with their registered office in the German-speaking area and English for all other contracts with CUSTOMERS.

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