

GENERAL TERMS AND CONDITIONS OF REMOTE SERVICE

(November 2018)

governing orders for remote service support provided by:
Hennecke GmbH
Birlinghovener Str. 30, 53757 Sankt Augustin
(hereinafter referred to as: "Hennecke")

1. Scope of services

The subject of these conditions is the provision of remote services. Remote service is the generation of a remote diagnosis of Hennecke machines by Hennecke personnel conducted via Internet-based online access.

A connection to the machine cannot be established without the Customer's consent and approval. 5.1

The following conditions apply to the remote services:

2. Requirements for customer

A mandatory requirement for Hennecke's remote service is that the Customer has purchased the necessary remote service hardware (RSR) from Hennecke in a separate purchase agreement. Moreover, the Customer shall provide an Internet connection for the machine at his own cost. The Customer shall also make available trained and skilled personnel and auxiliary means at his own cost and shall transmit all data required for the remote diagnosis. The Customer guarantees that his Internet connection is available and that any software used by him is free from viruses.

3. Remote maintenance

If Hennecke, as part of the remote service, loads software into a Customer system without being personally present to commission such software on site, the Customer shall take all appropriate measures during such commissioning and in the early phases of operation to minimize any damage resulting from potential software malfunctions. This shall include the following:

- functional testing of any equipment covered by the remote service prior to start-up;
- increased monitoring of functional parameters in the initial phase;
- ensuring that the equipment can be shut down immediately in the event of a malfunction;
- ensuring that no personnel is present in potentially hazardous areas during software loading and test phases.

The Customer is granted a non-exclusive right to use software which has been installed as part of remote services. The following applies to the use of the software: the software is provided solely to use for the purpose intended by the remote service and for use on a single system only.

The Customer may copy, edit or translate software, or convert it from object code into source code, only to the extent permitted by statute (sections 69 a et seq. German Copyright Act (Urheberrechtsgesetz). The Customer is entitled to decompile and copy software to the extent required for ensuring the interoperability of the software with other programs. This applies only if Hennecke has failed to provide the Customer with the necessary information within an appropriate time upon the latter's request. The Customer undertakes not to remove or alter any manufacturer's details - in particular copyright notices - without Hennecke's express prior consent.

All other rights in the software and its documentation, including any copies thereof, shall remain with Hennecke or the creator of the software, respectively. The granting of sub-licenses is not permitted.

Modifications to the machine code included in the control software are subject to the express approval of Hennecke's Electrical Design Department.

4. Accurate time-based invoicing

For each started remote service hour the current hourly rate for senior process engineers plus sales tax will be charged.

5. Confidentiality

Hennecke undertakes to treat all information and data that become known in connection with the performance of Remote Services confidentially, not to use them for its own purposes outside the respective Services, nor to make them accessible to third parties. This shall apply for the duration of the contractual relationship and three years after termination. All Hennecke employees are also obliged to maintain confidentiality.

6. Data protection

Hennecke maintains a state-of-the-art data security system whereby Customer data transferred to any Hennecke data processing system as part of a remote service callout are protected, inter alia, by a so-called double firewall.

7. Warranty

It cannot be guaranteed that our troubleshooting attempts will be successful. Every reasonable effort will be made to remove the causes of a malfunction. **Note:** On-site service work may be required to remedy a malfunction.

8. Liability

8.1 Unless otherwise agreed, Hennecke shall be liable for the breach of material contractual obligations in accordance with the statutory provisions. Hennecke shall only be liable for other breaches of duty if they are the result of intentional or grossly negligent conduct on the part of legal representatives or executive vicarious agents. Hennecke shall only be liable for consequential harm caused by a defect if the underlying breach of duty is attributable to intent or gross negligence.

8.2 In the absence of intentional conduct, Hennecke shall be liable only for reasonably foreseeable damage that typically occurs.

8.3 The foregoing shall neither affect Hennecke's liability under mandatory legal provisions, nor the liability for culpable ("schuldhaft") injury to life, body or health.

8.4 Any proceeding claims against Hennecke for damages arising out of a breach of duty are excluded.

8.5 Any claims for damages under Clauses 9.1 to 9.3 above shall be time-barred within the statutory periods.

9. Final provisions

9.1 The place of performance for the remote service is the location of the machinery to be maintained. For any other contractual obligations, the place of performance shall be the registered seat of Hennecke, unless otherwise specified or another place of performance results from the nature of the obligation.

9.2 German law shall apply, subject to exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

9.3 The place of jurisdiction is Cologne. Hennecke shall have the choice to have any and all disputes arising out of the business relationship with the Customer finally decided in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with said Rules. At the Customer's request, Hennecke shall execute the aforementioned right of choice regarding a certain dispute by declaration to the Customer within one week from the receipt of the Customer's request, if the Customer wishes to initiate legal proceedings against Hennecke.

Hennecke GmbH