1. Fundamentals/Validity of the GLTC

1.1 Handling over and licensing of software will be effected exclusively on the basis of these terms and conditions of Baumuller Anlagen-Systemtechnik GmbH & Co. KG, hereinafter referred to as Baumuller; Baumuller is the Licensor. The Licensee is the ordering party as specified in the basic contract. These GLTC shall constitute an integral and an integral part of the basic contract, that is, of the contractual relationship as defined by Baumuller's acknowledgment of an order or the separate individual project contract upon handover of the software; they are deemed to be acknowledged in the latest. Furthermore, the Licensee explicitly agrees to the provisions of these GLTC by opening the sealed media for the software. The Licensee likewise agrees to the inclusion of the GLTC when downloading the software from the home page of a company of the Baumuller group of companies and has accepted, by confirmatory click on a button, the validity of the GLTC. In the case of permanent business relations, they shall also apply to future contracts. Any deviating/conflicting terms and conditions shall only apply when Baumuller explicitly/in writing consented to the validity thereof. In case the Licensee does not agree thereto, it is imperative that Baumuller be immediately informed thereof in writing. In this case, Baumuller, on the other hand, shall withdraw its offers without any claims to any nature, existing against Baumuller.

1.2 To the extent that the software is handed over subject to regulations relating to foreign trade and payments (in particular AWG [Law on Foreign Trade and Payments], AWG [Law on Foreign Trade and Payments Law], Dual Use Regulations, KWKG [War Arms Control Law], [U.S.] export control laws, embargo laws), the Licensee shall have sole responsibility for observing all provisions and stipulations. Any authorizations required will be obtained by the Licensee. If and when the Licensee transfers the software to a third party, the latter shall comply with all relevant regulations relating to foreign trade and payments; the Licensee shall indemnify and hold Baumuller harmless from any and all ramifications in relation to non-compliance with the export regulations.

1.3 Software within the meaning of these GLTC shall be any machine-readable material (— object language) that is stored on CD/other data carrier or is available for use by the Licensee as an integral part of the packaging device. The software within the meaning of these GLTC and the form in which it is handed over shall be specified in the basic contract and/or in Baumuller's acknowledgment of an order. The software, as it may, on the other hand, be standard software, on the other hand, it may involve so-called individual software that has been specially designed and programmed for the Licensee. In addition, a user manual will be supplied (printed or in printable form). The user manual is to be understood by the parties to be a written collection of that information which is intended to enable the Licensee to use the software parts—which are operational per se in any case—in conformity with the contract.

1.4 A prerequisite for the present/handover/contracting over by Baumuller of individual software shall reside in that the Licensee provides, at least 4 weeks prior to the start of the performances agreed upon, a complete system specification covering all necessary performances by Baumuller. It will not be Baumuller's duty to examine the system specification. Should Baumuller nevertheless recognize that the system specification as handed over includes errors, or is incomplete, not objectively practicable, or not clear, Baumuller will inform the Licensee thereof, and the latter shall then correct/complete the system specification within a reasonable time limit. Any costs that may result here from shall be borne by the Licensee.

1.5 There shall be no claim to disclosure of the so-called source code for the software handed over, any interfaces will be set forth for practical use/implementation by an exact interface description on the part of Baumuller.

1.6 Baumuller points out that, applying the state of the art, it is not possible to establish software as to make it work faultlessly in any and all conceivable applications/connections.

1.7 The basic contract/acknowledgment of order specifies with binding force the software/hardware requirements required for guarantee and flawless operation of the (unchanged) software, more particularly the clock frequency, processor, storage space, operating systems, software statuses. In addition to this, it shall be basically the Licensee's responsibility to arrange for an appropriate operating environment.

2. Rights of Use / Scope of License

2.1 Baumuller grants the Licensee the non-exclusive, non-transferable right, in the form of a license, to use the software in accordance with the terms and conditions of the basic contract/these GLTC, except as provided in 2.7. In case no time limit is provided in the basic contract/these GLTC, the software is made available for an unlimited period of time.

2.2 This right of use shall be subject to payment in full of the remuneration for the software handed over. An assertion of reservation of title shall not be deemed a rescission of the order relationship. If Baumuller notifies the Licensee thereof. Upon assertion of the reservation of title, the Licensee's right to continue to use the software shall become extinct.

2.3 The Licensee is granted the right, for the purpose of time as stipulated in the basic contract, to use the software on one single data processing device only and at one single location only. A change to a different data processing device for using the software is possible provided that it can be proven by a written report that the usage of the original data processing device has previously ceased in a continuous (workstation) license. This means that the software must not be loaded and/or used on more than one data processing device at any one time. This shall also apply if a shipment includes several versions of the same software as installed on different (media). In such a case it shall further be necessary to prepare a backup copy, for lack of interest in such backup. Unless otherwise agreed, the right of use shall be restricted to the countries that are in the license area.

2.4 The license is, in the same sense of a so-called single license. A multiple license in the sense of a permission to use the software on several data processing devices and/or workstations at the same time shall exist only if same has been explicitly agreed in the basic contract. In order to use the software in a plurality of data processing devices or at several workstations simultaneously, involving multiple licenses, the Licensee shall require a right of use to be agreed on separately and in writing. The same shall be applicable to the use of the software in a network, even if this does not involve duplication of the software.

2.5 The software handed over may be duplicated by the Licensee only once, exclusively for the purpose of data backup (+ backup copy of the Compact Related Property Rights). Any further duplications, which shall also include printing out of the program code, shall be permissible only upon Baumuller's prior approval.

2.6 In the cases of Source Code of UCG [German Law on Copyright] and UWG [German Unfair Competition Law], any further duplications, which shall also include printing out of the program code, shall be permissible only upon Baumuller's prior approval.

2.7 In case of software, developed solely for the purpose of editing or manipulation of the software, especially by modification, decompilation, reverse engineering/translation, as well as removal of any parts thereof shall be permitted only upon the prior written consent of Baumuller or upon separate segregation (against payment of the source code) of the commercial software. Any commercial use of the software that is subject matter of the contract on behalf of third parties by way of so-called Application Service Providing (ASP) shall not be permitted.

2.8 The use beyond the extent specified in clause 2 shall constitute use that is contrary to the terms of the contract. The Licensee undertakes to pay an indemnification in the amount of twice the price of the uses made, in accordance with the standard price list for software of Baumuller, for the period of time of the contrary to the terms of the contract.

2.9 Any protective notes, such as alphanumeric identifiers, trademarks, other copyright notes of Baumuller on the software must not be removed and must also be included in printed form/electronically printable. Delivery of the software must not be removed and must also be included in printed form/electronically printable. Delivery of the software (program carrier and user manual) is effected ex works Baumuller; if no program carrier is handed over, the transfer/import of the program into the data processing equipment of the Licensee shall be deemed handover of the software. In such cases where the software is downloaded from the homepage of a company of the Baumuller group of companies, the handover shall be deemed to be effected upon the Licensee's acceptance of the validity of the GLTC by the click of a button and upon transfer of the software, inclusive of the user manual.

2.10 The benefits, expenses and risk shall pass to the Licensee as from the handover of the software and of the user manual, in case individual software is pre-programmed or made available, the software and risk shall pass upon acceptance and handover of the user manual, Section 640 of BGB [German Civil Code].

2.11 Based on its duties to assist, the Licensee will contribute to enabling Baumuller to commence in due time with the performances agreed and to carry out the performances without hindrance/interruption. In particular in the case of preparation of individual software, the Licensee, in addition to providing the information as per clause 1.4, will ensure that Baumuller has free access, to the full extent (including in-line via remote debug hardware), to the software systems and can use them free of charge, and the Licensee will also provide suitable operating staff of the Licensee. Where the Licensee intends to make any modifications to systems and/or programs and/or services of the Licensee Any and unauthorised such modifications with Baumuller in good time if these measures can have an impact on the provision of the services. If the Licensee fails to do so, Baumuller shall be entitled to suspend its own services to provide, to the extent that the cause of a malfunction cannot be removed, Baumuller shall be entitled to withdraw from the contract; any performances already effected shall have to be paid for.
5. Extent of Delivery and Delivery Time

5.1 For the type and extent of the handing over of software, the order/basic contract and acknowledged in writing that all software documentation/the user manual shall be supplied in German and in printed/printable form. The software was checked at an appropriate point in time prior to delivery/handover, using all commercially technical means; the result of this check shall be negative as an indication of any functional defects. The time limits for the preparation/handover/import of individual software will be reasonably extended if the final version of the system specification or the other documentation/information required for the preparation of the software has not been received by Baummiller in a timely fashion prior to the commencement of the provision of the services, in particular if the system specification needs to be corrected by the Licensee because of error.

5.2 (Minor) technical changes/improvements shall be permitted until dispatch/handover of the software. More particularly, such technical changes shall be permissible which could not be foreseen at the time of the contract and which do not have any negative effects on the scope of services agreed upon. The delivery times shall be apparent from the arrangements between the contracting parties and shall be appropriate. Compliance therewith by Baummiller shall be acceptable if all commercial/technical issues have been clarified between the parties to the contract and that the Licensee has fulfilled all obligations incident on it, where this is not the case, the delivery time shall be reasonably extended. This shall not apply to the extent that Baummiller is responsible for the delay.

5.3 Compliance with the term of delivery/performance shall be subject to correct/timefully self-delivery. In case any of Baummiller’s suppliers do not effect performance on time, the risk and responsibility for the delay with the period of delivery to the extent that Baummiller duly placed its order(s).

5.4 The term of delivery shall be deemed complied with if and when the software has left Baummiller’s works or upon notification of readiness for shipping/acceptance. In cases where the software is downloaded, Baummiller shall not be required to comply with any terms of delivery. If shipping/acceptance is not carried out in the manner agreed upon by the parties, the Licensee is responsible, the Licensee shall be charged the costs that have arisen due to the delay, starting one month from notification of readiness for shipping and acceptance.

5.5 Where non-observance is caused by force majeure (in particular riot/war/terrorist attacks, strike, lockdown) or other events that are attributable to Baummiller’s control, the time for delivery shall be reasonably extended at least by the period of time until the (operational) disturbance has been removed. Baummiller shall inform the Licensee of the commencement and cessation of such disruptions without undue delay. In case of lasting disruptions resulting as a consequence of any of the aforementioned reasons, or in case that Baummiller has not supplied its software without any delay, Baummiller shall further have the right to withdraw from the contract in full or in part, in such cases of non-availability of the service, Baummiller shall give notice thereof without further delay. The contract in such cases shall be deemed withdrawn if any services already received in performance of the contract shall be mutually restored without delay. Any claims for compensation for the benefit of the Licensee arising from the above-mentioned factual circumstances shall be excluded, unless otherwise provided in clauses 8, 10, 11.

5.6 The Licensee may withdraw from the contract without setting a time limit if it becomes finally impossible for Baummiller to provide the entirety of the services prior to the passing of the risk. The Licensee may further release its commitment from the contract if, in connection with an order, execution of part of the delivery becomes impossible and the Licensee has a legitimate interest in rejecting the partial delivery. Where this is the case, the Licensee will pay the contract price attributable to the partial delivery. The same shall apply in case of inability to perform. Clauses 8, 10, 11 shall apply supplementarily. There shall be no claims in excess thereof. If impossibility or inability occurs during default of acceptance on the part of the Licensee or if the Licensee is solely, or to a material extent, responsible for such circumstances, the Licensee shall remain under an obligation to pay the consideration.

5.7 If Baummiller is in default or the Licensee incurs a loss resulting herefrom and to the extent that the Licensee shall be entitled to claim a lump sum compensation for default, which shall amount to 0.5% for each complete week of the delay, but to no more than a total of 5% of the value of that part of the overall delivery which cannot be utilized in time or as provided for by the contract as a result of the delay. If Baummiller is in default and the Licensee grants to Baummiller a reasonable term for performance, taking into account the legal exceptional cases, and if such term is not complied with, the Licensee shall be entitled to rescind the contract within the scope of the legal provisions. Both claims for damages by the Licensee on the ground of a delay in the delivery and claims for damages in lieu of performance which exceed the limits mentioned above shall be excluded in all cases of delay, even upon expiration of any time limit that may have been given to Baummiller for delivery/performance, with due regard to the restrictions as per clauses 8, 10, 11.

5.8 Partial deliveries/performance shall be permissible, in particular in the case of individual software handed over, and shall be paid according to their value as invoiced.

6. Passing of Risk, Acceptance of Individual Software

6.1 In respect of standard software, the risk shall pass to the Licensee as soon as the software has left the works of Baummiller or the delivery/acceptance is delayed due to the reasons stated in the user manual, has been delayed, even when partial deliveries are made or Baummiller has agreed to provide further services, e.g., assumption of the shipping costs or delivery. If shipping/transfer/acceptance is delayed or omitted as a result of circumstances for which Baummiller is not responsible, the risk shall pass to the Licensee as from the date of notification of readiness for shipping/import. If and to the extent that acceptance is to be effected, the latter shall be authoritative for the moment in time of the passing of the risk.

6.2 In the case of individual software, acceptance must be carried out immediately by the acceptance date agreed on, alternatively, upon notification by Baummiller of readiness for acceptance; the risk shall pass thereupon, provided that the user manual has been handed over. The Licensee must not refuse acceptance in the case of a defect that is not material. If the Licensee fails to accept the software within a reasonable time limit specified by Baummiller although the Licensee is obligated to do so, acceptance shall be deemed granted, Section 640 I.3 of BGB [German Civil Code]. The software shall also be deemed to be accepted if and as soon as the Licensee does not behave productively as being substantially operative or the Licensee failed to give written notice of any substantial defects during the acceptance period/test period.

6.3 The Licensee undertakes to take an out insurance policy at its own expense, which covers the economic risks in particular incident hereto.

7. Program Maintenance to be agreed on separately

7.1 The delivery/handover of the software does not mean that Baummiller assumes any obligation to provide software services. Any support/services to be provided by Baummiller, in particular in connection with the installation of the software on the computer system and setting up the processing equipment of the Licensee shall require separate agreements to be made.

7.2 If the Licensee has agreed, by statements made to that effect, to accept software programs developed further which new software view will be offered and handed over to the Licensee subject to the following provisions:

- the Licensee receives from Baummiller informative material and the new software version (data carrier and documentation), along with a computation of the royalty, under the appendix, Licensee General Terms and Conditions (GLTC).

- The Licensee undertakes to either return the data carrier and the documentation to Baummiller unopened or to transfer the royalty to Baummiller within 30 days from receipt of the new software. The present GLTC shall apply mutatis mutandis.

8. Liability for Defects as to Quality

8.1 Baummiller makes sure that the software meets the specifications included in the system specification and is prepared with due care and professional knowledge. The specifications/particulars relating to the software do not constitute any representations/statements and cannot be treated as representation of the meaning of Section 443 of BGB [German Civil Code], unless they have been designated/confirmed as such by Baummiller in writing.

8.2 The Licensee wishes to use the software to feature a specific necessary properties that are of particular importance to the Licensee, the Licensee shall have to point this out to Baummiller separately. There shall be no defect as to quality within the meaning of these arrangements if the Licensee failed to inform Baummiller in advance about the peculiarities.

8.3 Only those deviations from the stipulations according to 1.1 and 1.4 shall be deemed a defect as to quality of the software that are not specified in the Licensee and which already existed at the time of the passing of the risk. A defect as to quality is, however, given only if it appears also in the software that was handed over to the Licensee, and the use has not been unreasonable or not unreasonable by the Licensee from the type of the software.

8.4 Only those deviations from the stipulations according to 1.1 and 1.4 shall be deemed a defect as to quality of the software that are not specified in the Licensee and which already existed at the time of the passing of the risk. A defect as to quality is, however, given only if it appears also in the software that was handed over to the Licensee, and the use has not been unreasonable or not unreasonable by the Licensee from the type of the software.

8.5 Only those deviations from the stipulations according to 1.1 and 1.4 shall be deemed a defect as to quality of the software that are not specified in the Licensee and which already existed at the time of the passing of the risk. A defect as to quality is, however, given only if it appears also in the software that was handed over to the Licensee, and the use has not been unreasonable or not unreasonable by the Licensee from the type of the software.

8.6 Any further warranty claims and other claims, in particular for damages arising from so-called loss of profit, shall be excluded; this shall apply notwithstanding the provisions in clauses 8, 10, 11.

8.7 Any claims by the Licensee for reimbursement of the expenses required for the purpose of subsequent performance shall be excluded to the extent that the expenses increase because the software has later been transported to a location other than the place of business or place of business of the Licensee.

8.8 If an inspection of a notice of defect reveals that a case of so-called liability for defects is not involved, the inspection/removal costs will be charged at the respective applicable hourly and other billing rates of Baummiller and shall be remunerated by the Licensee.

9. Notices of Defects

9.1 The Licensee shall examine the software immediately upon handover/supply and
shall give notice of any apparent defects without delay, but at the latest 14 days from receipt of the delivery. If the Licensee fails to notify a defect in writing within this period of time, the software shall be deemed to be approved. Any non-obvious defects shall be notified in writing upon discovery within a period of 180 days, but at the latest 14 days from discovery. If the Licensee fails to notify the defect discovered in writing within this period of time, the software shall be deemed to be approved. In order to be considered as a defect, processing information that the defect must be described as exactly as possible. Regardless thereof, any claims based on defects will lapse one month from rejection of a notice of defect, to the extent that the Licensee fails to reply hereto. Inasmuch as many subsequent services have been performed on the account on which the defects, the duties to examine and to give notice of a defect in accordance with the foregoing arrangements shall be applicable again in respect of any remaining/possible new defects.

9.2 The Licensee shall allow Baумmiller an appropriate examination of any notified defects and shall, without this requiring a separate request, make available to Baummiller, free of charge, all necessary technical information, in particular test/process/measurement/load protocols. If Baummiller intends to effect the subsequent performance on the Licensee's premises, the Licensee shall make available, free of costs, the necessary hardware and software and the required computing time according to the usual operating conditions. If the Licensee fails to do so, any defects of the software shall be deemed not notified and the software shall be deemed to be approved. If the Licensee makes any changes to the software by any interference, of whatsoever nature, the defect claims of Baummiller, or if the Licensee performs any repair without Baummiller's prior approval, the Licensee shall lose its claims based on defects.

10. Defect in Title/Intellectual Property Rights/Copyrights
10.1 Unless otherwise expressly agreed, Baummiller shall be under an obligation to effect the delivery free of third party intellectual property/rights/copyrights merely in the country of delivery. To the extent that third party defect rights, in particular the right to prevent the use of the software concerned, vary from country to country, the Licensee shall bear the costs of ensuring that the software, to the extent that it is intended to be used abroad, shall not infringe the rights of third parties.

11. Liability (Damage/Compensation for Expenses)
11.1 The provisions of clauses 8, 10, 11 shall be applicable, to the exclusion of any further claims by the Licensee, if the software can not be used in accordance with its typical function as has been agreed upon the contract through the fault of Baummiller's fault as a result of a failure to execute, or defective execution of, suggestions made/consultations held prior or subsequent to formation of the contract, or due to the use of a product delivered in accordance with this contract, in particular instructions for operation/maintenance of the software.

11.2 Baummiller shall not be liable for any damage not caused to the object of the delivery itself, nor for any claims for damage not caused to the object of the delivery.

11.3 If the Licensee's claim is based on (a) loss of life, bodily injury or health injury; (b) intent or gross negligence by the owner/executives or officers; (c) a culpable breach of material contractual obligations (cardinal duties) by employees who are executives or officers; (d) fraudulent concealment of defects or warranted absence of defects; (e) defects of the object delivered, to the extent that liability is mandatory under the Product Liability Law/general product liability for personal injury/damage to property.

12. Statute of Limitations
Any claims by the Licensee against Baummiller, in particular based on defects of the standard software, shall period of at least 12 months from delivery in full. In the case of preparation/handover of individual software, the limitation period shall start to run as from the delivery/acceptance thereof, the legal fiction of acquisition of title (section 640 L of BGB [German Civil Code]), from notification of readiness for delivery, notification of readiness for acceptance/import, or from the Licensee's default in taking delivery. This shall not apply to the extent that loss or damage to business is mandatory as provided for by Section 438 (buildings and products for buildings), 479 (recourse claims), and 634 a (defects of buildings) of BGB [German Civil Code], and in cases of loss of life, bodily injury or health injury, in the case of an intentional or grossly negligent breach of cardinal duties by Baummiller or in the case of fraudulent concealment of a defect, and in the case of legally mandatory product liability (Product Liability Law). The period of limitation in respect of claims arising from (any possible) defects of subsequent performance shall likewise end upon expiration of the above mentioned period of limitation.

13. Remuneration
13.1 The rights granted to the Licensee to use the software, the Licensee shall pay the royalty agreed on in Euros, plus value-added tax in the statutory amount, if applicable.

14. Separate agreements (maintenance/service contract) shall be entered into, if required, for any support services exceeding the basic contract, such services shall be provided against payment.

15. Termination of the Contract
15.1.1 If Baummiller has granted to the Licensee in the basic contract a right of use that is limited in time and/or subject to notice of termination, the following shall apply supplementarily. Either party may terminate the contractual relationship at any time by giving 3 months' notice, to take effect at the end of each calendar year. Baummiller may give extraordinary notice of termination of the contractual relationship, effective immediately, in particular if: - the Licensee seriously infringes its contractual obligations, in particular the rights of use and protective rights agreed upon the data privacy law, or fails to perform its contractual obligations within 1 month from receipt of a written warning, - insolvency proceedings are requested against the Licensee's assets.

14.1 Following termination of the contract/expiration of the time limit agreed, if any, the Licensee must no longer use the software. The Licensee will return all program carriers/documents/communications received and all copies and editions to Baummiller at its own expense within 2 weeks from the end of the contract, at the latest, and will assure in writing that the software, including all base/editions, has been deleted or destroyed. The Licensee will provide proof hereof to Baummiller in an appropriate form upon request.

15. Final Provisions
15.1 The parties hereby agree on written form for any and all agreements to be entered into. Any verbal collateral agreements do not exist. They shall be effective only if confirmed in writing. Each individual case of conflict or requirement of written form shall also apply to the cancellation of this provision.

15.2 All rights conferred by and duties arising from the present contract shall be governed by the laws of the Federal Republic of Germany. The United Nations Sales Convention (CISG) shall be excluded. In relation to the contractual rights and duties and in case of any litigation arising from or in connection with the performance of this contract, the courts at the respective current principal place of business of Baummiller or the respective exclusive jurisdiction. For the purposes of this agreement, Baummiller's respective current principal place of business shall be the place of performance; at present, this is Nuremberg, Germany. The Licensee hereby waives any right to its place of performance. The Licensee hereby waives any right to its place of performance. The Licensee hereby waives any right to its place of performance. The Licensee hereby waives any right to its place of performance.