General terms and conditions of use of KM remoteSupport (GTC)

These GTC govern the rights and obligations of all Customers of the KM remoteSupport services independent of the devices and hardware and software platforms used. KM remoteSupport combines the apps:

- smartAssist

- remoteAccess

and includes further collaboration tools to interact remotely with the machine or the on-site operator in regards of remote clarification or remote maintenance. KM remoteSupport is provided by companies of the KraussMaffei Group (hereinafter referred to as "KraussMaffei", "we" or "us").

1. Safety Instructions for smartAssist

The remote tool smartAssist allows you to give instructions to someone at another location or to receive instructions from someone at another location. These instructions are used, among other things, for troubleshooting or for the maintenance and repair of products such as machines, tools and systems. Since the products may be operated electrically and/or mechanically and there may be other sources of danger in the vicinity of the products, please ensure the following for remote support:

a. Do not perform any work for which you are not authorized or for which you are not sufficiently qualified.

b. Before starting smartAssist, observe the environment and identify possible sources of danger. Take measures to avoid risks.

c. Make sure that the products, machines or tools you are working on are safe. In general, all devices should be switched off and disconnected from the power supply. Check hydraulics, mechanics or heavy loads for potential risks.

d. Keep attention on your environment while moving around or interacting with the machine.

e. Ensure that you are allowed to carry out the corresponding activities on the product, machine or system.

f. Show the instructing person the environment to draw his attention to possible sources of danger or let the instructed person show you the environment to identify possible sources of danger.

g. Take your time and make sure that you have understood every instruction given by the instructor.

h. If you are not sure whether to execute an instruction, discuss or analyze the situation with the instructor. If in doubt, do not execute the instruction.

i. Observe all risk warnings of the respective product on which you are working.

j. If you are using smart glasses or other mobile device for smartAssist, familiarize yourself with the use of the device. Do not use the device unless you understand how it works.

k. If there are possible dangers, take off your smart glasses immediately or put the mobile device aside.

l. If the use of the smart glasses or the mobile device should be too dangerous due to the environment, the product or the current situation, do not use them.

m. Smart glasses and mobile devices occupy a part of your field of view with a display and overlaying digital information. Please take attention when using devices. Stop using the glasses or mobile devices when danger or risks occur.

n. During remote support with smartAssist, you will receive instructions in a visual and audible way. Make sure that you can still recognize the environment and situation around you.

o. Before operating with smart glasses or mobile devices please ensure that the internet connectivity is sufficient and stable.

p. Always wear your mandatory personal protection equipment (i.e. protection goggles, hard hats).

2. IT-infrastructure

The Customer is responsible for providing and maintaining the IT infrastucture corresponding to our system requirements:

a. smartAssist

Mobile devices (smartphones / tablets with frontcamera

- Apple >IOS V10 > iphone 6

- Android > V4.4.4.

- Local WIFI bandwidth min. 2 Mbit /s with open access to the internet

b. remoteAccess

- Ethernet connectivity with access to the internet to our WebserviceBox

- Firewall exceptions:

    o Ports: TCP 443, 5955

    o DNS:

        - wwh1-we.aw-cp.de

        - vpn1-we.aw-cp.de

    o Internet by LAN with bandwidth min. 2 Mbit /s

The hardware for remoteAccess and the smartglasses for smartAssist will be provided by KraussMaffei

3. Payment

Charges for KM remoteSupport

The KM remoteSupport remote support service is charged by time.

This means that the Customer has to pay KraussMaffei based upon the time spent by the KraussMaffei's employees and subcontractor's employees to perform the service (per started quarter of an hour).

For detailed and current price information please refer to the document "KM remoteSupport price and terms of payment" you received together with this document.

The effort of the customer's operator who received the support cannot be charged back.

All fees declared, unless specifically indicated otherwise, are exclusive of VAT and other taxes and duties which must be paid on the basis of statutory provisions (e.g. withholding taxes). If, according to relevant legal regulations, a right of choice exists with regard to the registration and payment of the respective taxes and duties, these obligations shall be the responsibility of the Customer. Should we be subject to any additional taxes or duties, the Customer shall indemnify us against such taxes or duties or refund them to us if such indemnification is not possible.

If the Customer defaults on payments, we reserve the right to refuse fulfillment of due services and to restrict the Customer's access to their Customer account until all bills have been settled. In such cases, we will notify the Customer seven working days in advance to provide enough time to cure the default. Our other legal and contractual rights of remain unaffected. Such restriction of a Customer account may not take place if it would be inappropriate or unreasonable in the given circumstances (the circumstances leading to the unreasonableness must be known to us, which presupposes information by the Customers; restriction of the service due to an outstanding payment of one month is generally regarded as proportionate.). Our financial claims remain unaffected by a Customer account restriction. Upon settlement of due payments, the Customer account and its functions will be re-enabled. We reserve the right to restrict a Customer's access also as a milder remedy, provided that we have the right to immediately terminate the contract based on these GTC.

Expenses incurred by chargeback of a transaction (e.g. due to lack of coverage), due to incorrectly transmitted Customer data and/or reminders of due claims will be charged to the Customer's account.

Offsetting is only possible with claims that have already been recognized by the respective other contracting party or established by court order. A right of retention can only be asserted for claims arising from the respective contract.

Charges during warranty

While a machine is under warranty, service activities provided under the warranty agreement are free of charge.

All other services and support, for example application support, will be charged. If it is not completely clear weather a warranty case applies, the Customer and KraussMaffei will come to an agreement on this before the service and support is provided.

4. Warranty

Insofar as is feasible in the ordinary course of business, Customers must check our services without undue delay and must notify us of any defects or insufficiencies without undue delay. Notification must be given of defects without undue delay giving an understandable account of the error symptoms, if possible with evidence in the form of records in writing, screenshots or other documents illustrating the defects or insufficiencies in writing (emails shall suffice).

Claims for damages are subject to the qualifications stipulated in Section 5 of these GTC.

Defect claims shall not be valid in the case of a negligible deviation from the agreed or presupposed quality or in the event of only a negligible impairment of the usability of our services in accordance with the purpose of the Agreement. In particular, *we* explicitly accept no liability for:

a. incorrect information from the Customer with regard to the Customer's Details provided during registration or other data uploaded or provided by the Customer or supplied by the Customer in any other way;

b. uninterrupted availability of our services or possible system- or network-related outages, interruptions or malfunctions of the installations or services of the KM remoteSupport insofar as these are outside of our sphere of influence; in particular not for errors due to force majeure or the failure of communication networks and gateways;

c. minor KM remoteSupport malfunctions;

d. unauthorised third-party acquisition or use of the Customer's personal data (for example due to unauthorised access as a result of database hacking), provided that we are not to be held at fault and that there is no legally or contractually mandatory liability;

e. assurances of any kind which the Customer makes to other Customers;

The limitation period for the assertion of defects is three (3) months, after the Customer has become aware or should have become aware of the circumstances giving rise to the claim. Irrespective of the Customer's knowledge, the claim shall expire three (3) years after the event which caused to the damage. The limitation does not apply in the case of intent. The Customer's statutory inspection obligation and duty to give notice of defects remain unaffected (in which case the notification period shall in general be seven (7) days). Furthermore, any errors or defects that are known to the Customer or noticeable by the Customer must be reported within seven (7) days in order to be considered a defect.

5. Liability and Indemnification

Compliance with the instructions in this document is obligatory for the Customer.

KraussMaffei or its service-partners / subcontractors is not liable for any damages if the Customer or his employee has not observed the instructions of this document.

Furthermore, the following applies:

a. In the case of simple negligence, the KraussMaffei or its service-partners / subcontractors shall only be liable for damages resulting from the violation of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely; in this case, however, liability shall be limited to the typical foreseeable damage. The typical damage is generally limited to the remuneration agreed between us and the Customer for the damage-relevant contract and otherwise to the amount of the contractual remuneration for the period in which the violation of obligations took place. The typical damage does not exceed five times the agreed remuneration. The typical damage in this case is limited to 2,500.00 Euros. This does not apply if the limitation in the individual case would be inappropriate with regard to aspects of legally compelling equity and business fairness. This limitation of liability applies in the same manner for damages caused by the gross negligence by employees or representatives who are not agents or members of the management of the Supplier.

b. Under no circumstances shall it include liability for consequential damages resulting from interruption of operations, loss of production, loss of profit and costs for increased or futile production and recall actions.

c. In cases of clause a, the limitation period shall be twelve (12) months after the point in time at which the claim originated and the Customer became aware or should have become aware of the circumstances giving rise to the claim. Irrespective of the Customer's knowledge, the claim shall expire three (3) years after the event which caused to the damage. The provisions concerning the limitation period in the case of warranty in Section 4 of these GTC prevail.

d. The limits to liability above shall apply for all damage claims regardless of legal basis with the exception of the Ordering Party's damage claims (i) because of willful intent, (ii) according to product liability law, (iii) because of bad faith failure to disclose a defect, (iv) due to defects covered by a guarantee of condition or quality (in this regard the liability terms and limitation period provided in the guarantee shall apply), (v) from injury to life, limb or health or (vi) due to gross negligence of agents or members of the management of the Supplier.

e. The Customer confirms that the Customer has all the authorizations required for the conclusion of this contract and the use of KM remoteSupport and has ensured that the employees and other parties whose data are processed or other rights are affected during the use of KM remoteSupport have been informed accordingly on their rights, hazards and obliged to follow the safety instruction according to these GTC and the provisions and instructions of the used devices. In case of violation of this provision, the contractual partner shall indemnify us from any claims and costs, including legal action.

f. The above liability limitations and indemnification also apply to claims for damage claims against KraussMaffei service partners, subcontractors or agents, management, employees or representatives.

6. Data Protection Information

We would like to inform that personal data is processed in the context of the use of KM remoteSupport and connected services. This data includes details of the employees involved (their names and professional contact details as well as their function in the company) and in particular the audio-visual information that is transmitted to us within the framework of KM remoteSupport (e.g. visual capturing of people in the recording, voices or other information on employees and third parties).

If a declaration of consent or permission is requested before using KM remoteSupport, this serves to secure and protect the rights of the persons concerned. With the confirmation it is assumed that the presence of the employees and other persons recorded in the context of KM remoteSupport is necessary or otherwise justified and that there is no objection from the persons concerned. The declaration of consent or permission can also be sent subsequently by e-mail. If the declaration of consent or permission is not given, we are entitled to terminate the recording process and will immediately delete the corresponding recordings.

In addition, recordings will be deleted if they are no longer required for the performance of functions of KM remoteSupport, i.e. generally within 6 months after the use of KM remoteSupport, unless there are circumstances that make a longer retention period necessary (e.g. due to processes that make a later evaluation necessary, e.g. to continue a consulting process or for legal reasons or in case of a separately granted consent).

In the course of our processing of personal data, we transmit the data to other bodies, companies, legally independent organizational units or persons or disclose it to them if this is necessary in order to provide our services or on the basis of our legitimate and expectable or customary business interests. Recipients of this data may include, for example, payment institutions within the scope of payment transactions, service providers commissioned with technical tasks or providers of services

and content used within the scope of our service provision. In such cases we observe the legal requirements and in particular conclude appropriate contracts or agreements with the recipients of your data which serve to protect your data.

The aforementioned personal data will be processed by us on the basis of Article 6 (1) (b) GDPR, insofar as the processing is necessary for the provision and fulfilment of our services within the scope of KM remoteSupport. This also applies if the above declaration, declaration of consent or permission is obtained. Only if the processing is not necessary for KM remoteSupport and we therefore obtain an explicit consent (e.g. for use for training purposes), the legal basis is Article 6 (1) (a) GDPR.

In accordance with the statutory provisions, the data subjects have the right to object the processing of date, revoke consent, obtain access to information, correct, erase data/restrict processing, complain to the competent supervisory authority and data transferability.

Our privacy officer can be contacted at the following e-mail address:
Datenschutz.Datenschutz@kraussmaffei.com

7. Confidentiality and intellectual Protection Rights

All documents, data, technical information, visual or audible recordings from both parties during a remote session via KM remoteSupport are subject to confidentiality, unless the information is generally published, publicly accessible or information has been explicitly excluded from confidentiality.

The Customer shall not disclose any information or content from the platform KM remoteSupport to third parties or even competitors of KraussMaffei (especially manufacturers of plastics processing machines).

KM remoteSupport may only be used for the agreed support purposes of the Customer on the basis of the contractual agreement. We retain all intellectual property rights, in particular patent, trademark and copyright rights. Reverse engineering is expressly excluded.

All rights granted to the Customer under these terms and conditions are limited, non-transferable and limited to the duration of this agreement.

You allow us to use your intellectual property rights, if this is necessary to provide KM remoteSupport service. We will not use or share such information with any third party for other purposes than providing the KM remoteSupport services.

8. Miscellaneous

Terms and conditions which deviate from these GTC and/or which are contradictory in any other way are expressly rejected by us, including if services are rendered in individual cases without the Customer objecting to the GTC.

These GTC shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with exclusion of UNCITRAL commercial law. The court located at our registered office in Munich is responsible for resolving any legal dispute arising from these GTC or the validity of GTC provided that the parties to the agreement be merchants, legal persons under public law, or special assets) under public law.

The Customer may only transfer claims against us relating to this Agreement to third parties subject to our approval in writing. We are entitled to transfer rights and obligations arising from the contract with the Customer in whole or in part to third parties in compliance with the agreed and statutory Customer protection obligations, confidentiality obligations and data protection requirements.

In the event that any clause of these GTC shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

To the extent we fail to or decide not to exercise any right of claim against the Customer to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to the Customer in writing.