

## GENERAL TERMS & CONDITIONS OF REMOTE SERVICE

(November 2018)

Governs the request for remote services provided by:

HENNECKE-OMS

(hereinafter: "Hennecke")

### 1. Scope

These general terms and conditions govern the provision of remote services. The remote assistance consists of remote diagnostics of the Hennecke machines carried out by assigned personnel and conducted via the Internet by means of online access.

In the absence of the permission and consent of the Client, it is not possible to establish a connection with the machine.

The remote services are governed by the following conditions:

### 2. Requirements for the Client

The fundamental and obligatory requirement for the execution of the Hennecke remote service is that the Client has acquired from Hennecke by means of a separate acquisition contract the hardware necessary for the remote assistance (RSR). The Client must provide, at their own expense, an Internet connection for the machine. The Client must also have available, at their own expense, qualified and specialized personnel as well as means of support and must transmit all of the data necessary for the remote diagnostics. The Client guarantees the availability of an Internet connection and that any software used is free of viruses.

### 3. Remote maintenance

If Hennecke, in the course of providing remote assistance, installs software in a system of the Client, without sending personnel to the site, for the purpose of configuring the software, the Client is required, during the configuration and start-up phase, to take all adequate measures to reduce damages caused by any malfunction of the software itself. Such measures include:

- Functional verification of the systems and the facilities related to the remote assistance before start-up;
- Major attention to the functional parameters during the initial phase;
- Ensuring that the system and the facilities can be shut down immediately in the event that malfunctions occur;
- Ensuring that no member of personnel is present in areas that are potentially dangerous during the installation of the software and during the test phase.

The Client is granted a non-exclusive right of use of the software that was installed as part of the remote service. With respect to the use of the software: the software is provided exclusively for the intended use of remote service and can only be used on a single system.

The Client may duplicate, elaborate, translate the software or convert the object code into source code within the limits allowed by law (Law no. 633/1941 as amended). The Client is authorized to update the decompilation and to copy the software if necessary to ensure the interoperability with other programs. If the foregoing has been agreed, it may only be done if Hennecke has not provided the Client with the necessary information within a reasonable time of the Client making a request. The Client undertakes not to remove the product information - especially the copyright symbols - and not to make changes to it without the prior express consent of Hennecke.

All other rights related to the software and the documentation, including the copies, remain the property of the Seller or the supplier/creator of the software, respectively. Granting a sub-licence to third parties is prohibited.

The modifications to the machine code contained in the control software can only be done with the explicit consent of Hennecke's electrical engineering department.

### 4. Detailed billing based on the duration

For every hour of remote service initiated, the hourly tariff in effect will be charged for the senior process engineers plus sales tax.

### 5. Confidentiality

5.1 Hennecke undertakes to treat all of the information and data transmitted or that it comes to know in the course of providing the remote service with confidentiality. The data are collected under the provisions of Regulation 2016/679/EU, solely for the purpose of fulfilling the contract and may not be divulged or made available to third parties. As agreed, this applies for the complete duration of the contractual relationship and for three years following the dissolution of the relationship. All of the Hennecke employees are furthermore bound to maintain the confidentiality.

5.2 Personal data will be handled in accordance with the GDPR. For detailed information concerning data protection, please see our privacy policy.

### 6. Data protection

Hennecke uses and maintains a leading-edge data security system by virtue of which the information concerning the clients that is being transferred to any data processing system, within the context of a request for remote assistance, are protected, inter alia, by the so-called 'double firewall'.

### 7. Warranty

It is not possible to guarantee that our efforts to resolve the problems will be successful. All reasonable efforts will be done to remove the cause of the malfunction. **Note:** an assistance intervention on site may be necessary to resolve the malfunction.

### 8. Liability

8.1 Unless agreed otherwise, Hennecke is liable, in accordance with the provisions of the law, for the violation of the essential and relevant contractual obligations. Hennecke is not liable for other contractual violations unless the resulting damage was caused by actions or omissions caused intentionally or gross negligence of its own legal representatives, principle auxiliaries or proxies. Hennecke is liable for indirect damages only if they are caused by violations of the obligations committed intentionally or gross negligence.

8.2 If no intentional conduct on the part of Hennecke can be ascertained, Hennecke is only liable for typical, reasonably foreseeable, and commonly occurring damages.

8.3 The foregoing provisions do not absolve Hennecke from liability within the meaning of the standards of compulsory or mandatory law nor liability for bodily injury to living beings (physical integrity) to the body or health.

8.4 Except as specified above, any other claim for compensation for non-performance from Hennecke is excluded.

8.5 Demands for compensation or actions in that regard in the hypothetical situation referred to in clauses 8.1 through 8.3 are subject to the stipulations of law.

### 9. Final provisions

9.1 The place of fulfillment of the remote service is the place where the machine to be maintained or repaired is located. For any other contractual obligation, the place of performance is Hennecke's legal registered offices, unless otherwise stipulated or by the nature of the performance assigned to a different fulfillment location.

9.2 Italian law applies, excluding the application of the standards of the United Nations Convention on Contracts for the International Sale of Goods.

9.3 The competent court for arbitrating disputes is the (Court of/Tribunal Legal Seat/Establishment of the Seller). Hennecke also has the right to have any or all disputes arising from this contract or in relation to it to be dealt with definitively in accordance with the Arbitration Regulation of the International Chamber of Commerce (ICC), by one or more arbitrators appointed in accordance with that Regulation. In the event that the Client wishes to bring a legal action against Hennecke, Hennecke is obliged, at the request of the Client, for the purposes of exercising the aforementioned rights of choice with respect to a given dispute, to communicate that choice to the Client within a week of its request.

**HENNECKE-OMS**

**Signature for acceptance**

**The buyer (stamp/date and signature)**

Within the meaning of Sections 1341 and 1342 of the Civil Code, the Client declares to specifically accept and approve the following clauses: 5 (Confidentiality - Handling of personal data); 7. (Warranty); 8. (Liability and in particular paras 8.1, 8.2, 8.4); 9. (Final provisions).

**Signature for acceptance**

**The buyer (stamp/date and signature)**