

General Terms and Conditions of RobCo GmbH

(Date: November 2025)

A. General Provisions

1 Scope

1.1 These General Terms and Conditions ("**GTC**") apply to all business relationships between RobCo GmbH, Augustenstr. 14, 80333 Munich ("**ROBCO**"), and our customers ("**Customers**"). The GTC apply only to entrepreneurs (Section 14 BGB), legal entities under public law or special funds under public law. ROBCO does not offer any services to consumers (Section 13 BGB) and will refuse to conclude contracts with consumers.

1.2 ROBCO offers Customers services for the provision of robotic arms, including software and their integration. The content of the contract is primarily determined by the offer documents ("**Offer**") provided by ROBCO in the version agreed in accordance with Section A.3. In the event of contradictions between the Offer (including any annexes) and the GTC, the Offer shall take precedence. Other documents referenced in these GTC shall apply subordinately. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of formation of the contract.

1.3 ROBCO's Offers are intended solely for Customers as end users. Commercial resale of the products by the Customer is prohibited unless ROBCO enters into a corresponding cooperation agreement with the Customer. ROBCO reserves the right to refuse Offers to conclude contracts if they appear to be for commercial resale.

1.4 The business relationship between ROBCO and the Customer is exclusively governed by these GTC. Any deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract instead of or in addition to these GTC if ROBCO expressly confirms this to the Customer in writing when concluding the contract. This requirement for consent applies in all cases. An express objection by ROBCO is not required also if the Customer refers to its general terms and conditions. The commencement of the provision of services by ROBCO shall under no circumstances be construed as acceptance of the Customer's general terms and conditions.

2 Amendments to these GTC

2.1 ROBCO reserves the right to amend these GTC. The Customer will be informed of any changes in writing six weeks before the planned effective date of the amendment. The new GTC will be communicated to the Customer as part of this notification. For existing contractual relationships, the changes will only take effect if the Customer accepts them.

2.2 The Customer's silence shall only be deemed as acceptance if the amendment to the GTC is made in order to restore compliance with a changed legal situation or if the amendment is solely advantageous to the Customer from a legal point of view and the Customer does not object to the GTC within six weeks of receipt of the notification in accordance with Section A.2.1. If no such objection is made, the amended GTC shall become part of the contract after expiry of the six-week period. ROBCO shall expressly inform the Customer of this period in the notification of change.

2.3 Excluded from the right to amend these GTC pursuant to Section A.2 are provisions that relate to the main performance obligations of the contracting parties and thus significantly alter the relationship between the main and counter-performance obligations, as well as other fundamental changes to the contractual obligations that are equivalent to the formation of a new contract. Such changes always require an express contractual agreement.

3 Contract Formation

3.1 Unless expressly stated otherwise in the Offer, all Offers made by ROBCO are subject to change and non-binding. This also applies if ROBCO has provided the Customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents, including in electronic form.

3.2 Confirmation of the Offer by the Customer shall be deemed a binding contractual offer to ROBCO. Unless otherwise stated in the confirmation, ROBCO shall be entitled to accept this contractual offer within 14 days of its receipt.

3.3 ROBCO's acceptance of the contractual offer can be declared either in writing (e.g. by means of an order confirmation) or implicitly by delivering the goods or commencing the provision of services to the Customer.

4 Scope of Obligation to Perform, Supplementary Provisions for ROBCO Services

4.1 The types of services to be provided by ROBCO to the Customer within the scope of the business relationship ("**ROBCO Services**") and the specific objects of the services are specified in the Offer. If the service description in the Offer contains unintentional gaps or ambiguities, ROBCO is entitled to supplement or adapt the service description at its reasonable discretion, taking into account the legitimate interests of the Customer.

4.2 For the following ROBCO Services, the respective Sections named below apply in addition to Section A. General provisions:

4.2.1 Sale of robot arms, spare parts and other equipment, including accessories ("**ROBCO Hardware**") to the Customer (Sections 433, 650 BGB) ("**Hardware Sale**"): Section B. Supplementary Provisions for Hardware Sales;

4.2.2 Renting of ROBCO Hardware to the Customer (Section 535 BGB) ("**Hardware Rental**"): Section C. Supplementary Provisions for Hardware Rental;

4.2.3 Renting of software for the programming, operation and management of ROBCO Hardware, in particular RobFlow and RobCo Studio, ("**ROBCO Software**") to the Customer (Section 535 BGB) ("**Software Rental**"): Section D. Supplementary Provisions for Software Rental;

4.2.4 Service and support for ROBCO Hardware and ROBCO Software for the Customer ("**Service and Support**"): Section E. Supplementary Provisions for Service and Support;

4.2.5 Design, installation and/or implementation services in connection with the provision of ROBCO Hardware and ROBCO Software within the scope of projects for the Customer (Section 631 BGB) ("**Project Services**"): Section F. Supplementary Provisions for Project Services;

4.2.6 Consulting and training services in connection with the use of ROBCO Hardware and ROBCO Software for the Customer (Section 611 BGB) ("**Services**"): Section G. Supplementary Provisions for Services.

4.3 The Supplementary Provisions shall take precedence over the General Provisions insofar as they contradict them.

5 General Obligations of Cooperation of the Customer

5.1 The Customer acknowledges the Customer's obligations to cooperate as specified in the Offer and these GTC as their own contractual obligations and as a prerequisite for the provision of services by ROBCO.

5.2 The Customer shall designate in writing at least one contact person for ROBCO and provide an address and e-mail address where the contact person can be reached. The contact person must be able to make the necessary decisions on behalf of the Customer and issue legally binding declarations or to ensure that decisions are made and declarations are issued without undue delay. The contact person shall support ROBCO to the best of their ability in its cooperation with the Customer.

5.3 If the Customer fails to fulfil an obligation to cooperate under the Offer and these GTC, or fails to do so properly or in a timely manner, and ROBCO is therefore unable to fulfil its obligations in accordance with the contract, ROBCO shall not be liable for any disadvantages arising for the Customer as a result, unless ROBCO is responsible for the breach of duty for other reasons. ROBCO shall charge the Customer for any additional expenses incurred as a result, in particular for the extended provision of personnel or material resources, at the agreed prices. Further contractual or statutory rights of ROBCO due to the Customer's failure to cooperate or insufficient cooperation shall remain unaffected.

6 Prices and Terms of Payment

6.1 The prices specified in the Offer are net prices, to which statutory value added tax shall be added. The prices and dates for invoicing shall be specified in the Offer. Unless otherwise specified in the Offer, the Customer shall pay in advance.

6.2 If remuneration is calculated on the basis of person-days, one such day corresponds

to up to eight hours per person between 9 a.m. and 6 p.m. on working days (Monday to Friday, excluding public holidays) at ROBCO's registered office. ROBCO charges for time spent based on started quarter-hours.

6.3 Invoice amounts are due upon receipt of the invoice and payable within 14 days. Payment by the Customer can be made by SEPA transfer or by other payment methods specified in the Offer. Discounts are not granted.

6.4 Upon expiry of the above payment period, the Customer shall be in default without further reminder. During the period of default, interest shall be charged on the invoice amount at the applicable statutory default interest rate. ROBCO reserves the right to assert further claims for damages caused by default. The claim for interest as of the due date against merchants (Section 353 HGB) remains unaffected.

6.5 Ancillary expenses and outlays incurred by ROBCO in providing the contractually agreed services shall be invoiced to the Customer additionally and at cost, unless otherwise specified in the Offer.

6.6 The agreed remuneration only covers the scope of services documented in the Offer. Additional services will be charged separately on the basis of the agreed prices.

7 Liability

7.1 ROBCO shall be liable to the Customer in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions.

7.2 In other cases, ROBCO shall only be liable – unless otherwise specified in Section A.7.3 – for breach of a contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (so-called cardinal obligation), limited to compensation for foreseeable and typical damage. In all other cases, ROBCO's liability is excluded, subject to the provision in Section A.7.3.

7.3 ROBCO's liability (i) for damages resulting from injury to life, limb or health, (ii) under the German Product Liability Act, or (iii) insofar as a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods, remains unaffected by the above limitations and exclusions of liability.

7.4 The limitations of liability resulting from Section A.7.2 shall also apply vis-à-vis third parties and in the event of breaches of duty by persons (including for their benefit) for whose fault ROBCO is responsible under statutory provisions.

7.5 In cases of Hardware Rental and Software Rental, ROBCO's strict liability for initial defects pursuant to Section 536a BGB is excluded and in cases where ROBCO Hardware and/or ROBCO Software is provided to the Customer free of charge for testing purposes, ROBCO's liability for all cases of simple negligence is excluded.

7.6 ROBCO's products meet the statutory requirements for distribution in the European Union. They are supplied outside the European Union without any country-specific certifications. The Customer is responsible for obtaining any desired certifications and shall

bear all associated costs.

8 Confidentiality

8.1 The Customer is obliged to keep confidential all information from ROBCO that becomes known to the Customer in the course of the business relationship, i.e. to protect it from unauthorised access by means of appropriate technical and organisational measures and to make it accessible only to those employees and third parties whose knowledge is necessary for the fulfilment of the purpose of the contract or for legal reasons (need-to-know principle). The Customer undertakes to involve only those employees or third parties in the cooperation who have previously been bound to secrecy in a comparable form or who are subject to a professional duty of secrecy.

8.2 All information from ROBCO that is marked as confidential or whose confidentiality is evident from the circumstances, regardless of its form, is subject to confidentiality, in particular trade and business secrets, non-public information about ROBCO products, including object codes, documentation and other records, operational processes, business relationships and know-how.

8.3 Information shall not be subject to confidentiality if the Customer can prove that it is or was either (i) generally accessible, (ii) already in the Customer's possession without any obligation of confidentiality, (iii) developed independently by the Customer without the use of confidential information, or (iv) lawfully acquired by the Customer from a third party which was not bound by any obligation of confidentiality.

8.4 The confidentiality obligations shall remain in force for three years after the end of the respective contract.

9 Data Protection

9.1 The Customer undertakes to comply with the applicable data protection regulations.

9.2 Insofar as ROBCO processes personal data for the Customer in the course of providing its services, ROBCO shall act exclusively on behalf of and on the instructions of the Customer. The parties shall enter into a separate written data processing agreement for this purpose.

9.3 ROBCO reserves the right to transmit customer data to financial service providers, credit institutions, or other refinancing partners (together ("**Financing Partners**") to the extent necessary for refinancing Offers concluded by the Customer or for carrying out creditworthiness and risk assessments. The customer data includes, in particular, identification data (e.g., name, address, identification number), contract data (e.g., subject matter of the contract, contract term, payment terms), payment and creditworthiness data (e.g., previous payment history, outstanding receivables, reminders, contract breaches, annual financial statements, credit reports). The Financing Partners may process the customer data transmitted within the framework of the statutory provisions, in particular for the purpose of carrying out credit checks, risk assessments, and decisions on the establishment, implementation, or termination of refinancing transactions, and may cooperate with credit agencies or rating agencies in this context, forwarding customer data

to them and obtaining customer data stored there. Refinancing transactions may include, in particular, the sale and assignment of claims against the customer and the sale and transfer of ROBCO Hardware and ROBCO Software rented by the Customer to a Financing Partner. The Customer agrees that ROBCO may forward the customer data necessary for the initiation and processing of refinancing transactions to the relevant Financing Partners and will provide ROBCO with the necessary information upon request.

9.4 If the customer data referred to in Section A.9.3 constitutes personal data within the meaning of the GDPR, it will be collected by ROBCO and transmitted to the respective Financing Partner as described on the basis of a legitimate interest pursuant to Art. 6 sentence 1 lit. f GDPR. ROBCO's legitimate interest lies in carrying out refinancing transactions with the Financing Partner and any creditworthiness and risk assessments and hedging of contractual risks that may be necessary for this purpose. The Financing Partners are themselves controllers within the meaning of the GDPR. Data subjects have the right to information, correction, deletion, restriction of processing, data portability, and objection to processing on the basis of legitimate interests (Articles 15–21 GDPR). In addition, there is a right of appeal to a data protection supervisory authority. Further information can be found in ROBCO's privacy policy at <https://www.robco.de/en/privacy>.

10 Miscellaneous

10.1 ROBCO and the Customer are entitled to refer to the existence of the business relationship for marketing purposes, mentioning the name and using the logo of the other party to a reasonable extent, unless the party concerned expressly objects to this in writing. ROBCO and the Customer shall only use logos provided by the other party for the aforementioned purposes.

10.2 Copyright notices, serial numbers and other identifying features may not be removed or altered from the ROBCO Hardware, ROBCO Software or other ROBCO materials and documents.

10.3 The assignment of rights of the Customer arising from the business relationship to third parties is excluded without the prior written consent of ROBCO. Section 354a HGB remains unaffected.

10.4 The Customer shall only be entitled to set-off or retention rights insofar as the Customer's claim has been finally and bindingly established or is undisputed. In the event of defects in ROBCO's performance, the Customer's counter-rights, in particular those under Section B.6.6, shall remain unaffected.

10.5 Legally relevant declarations, notifications and announcements by the Customer in relation to the business relationship (e.g. setting deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail). Statutory formal requirements remain unaffected.

10.6 The business relationship between ROBCO and the Customer, including these GTC, shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

10.7 If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the Regional Court of

Munich I shall have exclusive jurisdiction in the first instance for all disputes arising directly or indirectly from the business relationship. However, ROBCO shall also be entitled in all cases to bring an action at the place of performance of its obligations in accordance with these GTC or an individual agreement or at the Customer's general place of jurisdiction. Mandatory statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

B. Supplementary Provisions for Hardware Sales

1 Scope of Services

1.1 Within the scope of Hardware Sales, ROBCO is obliged to hand over and transfer ownership of the ROBCO hardware listed in the Offer (Section 433 (1) BGB). The functionality of the ROBCO Hardware and any additional services provided by ROBCO are described in more detail in the Offer.

1.2 Insofar as control units for the robot arms are part of the Offer, the Hardware Sale includes the permanent transfer of the software installed on the control units that is necessary for the operation, control and monitoring of the ROBCO Hardware, in particular RobControl, (**“ROBCO Firmware”**) in object code, together with the granting of the rights necessary for its contractual use. Apart from that, the provision of the ROBCO Software and the granting of rights of use to the ROBCO Software are not owed, even if it is pre-installed on the ROBCO Hardware. The provision of the ROBCO Software and the granting of rights of use to the ROBCO Software are exclusively governed by the Software Rental in accordance with Section D. Supplementary Provisions for Software Rental.

1.3 The Customer shall receive the associated documentation (e.g. operating instructions, user manual, other documents) in digital form in German or English, unless expressly agreed otherwise in the Offer.

1.4 The installation and commissioning of the ROBCO Hardware as well as instruction and training of the Customer and its users is not included in the Hardware Sale and must be commissioned separately by the Customer.

2 Time for Delivery and Default of Delivery

2.1 The time for delivery shall be specified in the Offer. If this is not the case, the time for delivery shall be eighteen weeks from the formation of the contract.

2.2 If the binding time for delivery cannot be met for reasons beyond ROBCO's control (**“Non-Availability of the Service”**), ROBCO shall inform the Customer of this without undue delay and at the same time notify the Customer of the expected new delivery period. If the service is still not available within the new delivery period, ROBCO shall be entitled to withdraw from the contract in whole or in part; any consideration already paid by the Customer will be refunded without undue delay. Non-Availability of the Service shall be deemed to exist in particular in the event of late delivery by suppliers, unless ROBCO has expressly assumed the procurement risk, in the event of other disruptions in the supply chain, for example due to force majeure, war, natural disasters, traffic or operational disruptions, import restrictions, energy and raw material shortages, official measures and labour disputes, or if ROBCO is not obliged to procure the goods in individual cases.

2.3 Default in delivery on the part of ROBCO shall be determined in accordance with the statutory provisions. In any case, however, a dunning letter from the Customer that complies with the statutory requirements is required.

2.4 The rights of the Customer pursuant to Section A.7 and the statutory rights of ROBCO, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

3 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

3.1 Delivery shall be made ex works (EXW); this also corresponds to the place of performance for the delivery and any subsequent performance. At the Customer's request and expense, ROBCO Hardware will be shipped to another destination ("**Sale by Shipment**"). Unless otherwise agreed, ROBCO shall in this case be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) itself.

3.2 The risk of accidental loss and accidental deterioration of the ROBCO Hardware devolves to the Customer at the latest upon delivery. In the case of Sale by Shipment to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay devolves to the Customer upon delivery of the ROBCO Hardware to the haulage contractor, forwarding agent or other person or body specified for carrying out the shipment. If acceptance has been agreed, this shall be decisive for the devolution of risk. In all other respects, Section F.5 and, subsidiarily, the statutory provisions of the law on contracts to procure a work shall apply *mutatis mutandis* to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the buyer is in default of acceptance.

3.3 If the Customer is in default of acceptance, fails to cooperate or delays delivery for other reasons for which the Customer is responsible, ROBCO shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). ROBCO shall charge a flat-rate compensation of EUR 30.00 per calendar day, beginning with the time of delivery or, in the absence of a time of delivery, with the notification that the goods are ready for dispatch. The right to prove higher damages and to assert further legal claims and rights (in particular compensation for additional expenses, reasonable compensation, termination) remains unaffected; the flat rate shall be offset against further monetary claims. The Customer shall be entitled to prove that no damage or only significantly less damage than the above flat rate has been incurred.

4 Retention of Title

4.1 ROBCO retains ownership of the ROBCO Hardware sold until all current and future claims arising from the Offer and an ongoing business relationship ("**Secured Claims**") have been paid in full.

4.2 The ROBCO Hardware subject to retention of title may not be pledged to third parties or transferred as security before the Secured Claims have been fully satisfied. The Customer must notify ROBCO without undue delay in writing if an application is made to open insolvency proceedings in relation to the Customer's assets or if the ROBCO Hardware owned by ROBCO is encumbered with third-party rights or subject to other third-party interventions (e.g. seizures). If the third party is unable to reimburse ROBCO for the judicial or extrajudicial costs incurred in connection with the enforcement of its property rights, the

Customer shall be liable for the loss incurred by ROBCO.

4.3 In the event of breach of contract by the Customer, in particular non-payment of the purchase price due, ROBCO shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the ROBCO Hardware on the basis of retention of title. The demand for return of the ROBCO Hardware does not simultaneously constitute a declaration of withdrawal; ROBCO is entitled to demand the return of the goods and to reserve the right to withdraw from the contract. If the Customer fails to pay the purchase price due, ROBCO may only assert these rights if the Customer has previously been set a reasonable deadline for payment without success or if such a deadline is dispensable under statutory provisions.

4.4 Until further notice, the Customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

4.4.1 The retention of title extends to the full value of the products created by processing, mixing or combining ROBCO Hardware, with ROBCO being considered the manufacturer. If, in the event of processing, mixing or combining with third-party goods, their ownership rights remain in force, ROBCO shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In addition, the provisions applicable to the ROBCO Hardware delivered under retention of title shall apply to the resulting product as well.

4.4.2 The Customer hereby assigns to ROBCO as security all claims against third parties arising from the resale of the ROBCO Hardware or the product, either in full or in the amount of ROBCO's co-ownership share in accordance with Section B.4.4.1 above. ROBCO accepts the assignment. The Customer's obligations set out in Section B.4.2 shall also apply in respect of the assigned claims.

4.4.3 The Customer remains authorised to collect the assigned claim alongside ROBCO, provided that the Customer has provided for the forwarding of the collected amounts to ROBCO and as long as the conditions of the provision on the defence of uncertainty (Section 321 BGB) do not apply. ROBCO is obliged not to collect the claim as long as the Customer meets the payment obligations to ROBCO, there is no deficiency in the Customer's ability to pay and ROBCO does not assert its retention of title by exercising its right under Section B.4.3. If ROBCO is entitled to collect the claim, the Customer is obliged, at ROBCO's request, to disclose the assignment to the debtor and to provide ROBCO with the documents and information necessary for asserting the claim. In this case, ROBCO is entitled to revoke the Customer's authority to further sell and process the ROBCO Hardware subject to retention of title.

4.4.4 ROBCO shall release the securities at the Customer's request to the extent that the realisable value of ROBCO's securities exceeds the secured claims by more than 10%. The selection of the securities to be released shall be at ROBCO's discretion.

4.5 The Customer is obliged to treat the ROBCO Hardware owned by ROBCO with care and to follow ROBCO's maintenance and usage instructions, in particular the information contained in the user manuals provided, within reasonable limits. The Customer must insure the ROBCO Hardware at the Customer's own expense against fire, water and theft damage at value when new. The Customer must carry out necessary maintenance and inspection work in good time at the Customer's own expense.

5 Copyright and Rights of Use

5.1 ROBCO grants the Customer the non-exclusive, non-sublicensable, in accordance with Section B.5.7 transferable right to use the ROBCO Firmware unlimited in time and in accordance with the following provisions. Contractual use includes, where necessary, the installation, loading, display and running of the ROBCO Firmware. The Customer shall not receive any further contractual rights of use to the ROBCO Firmware or the software applications on which the ROBCO Firmware is based. Rights to the ROBCO Software are granted to the Customer exclusively within the scope of Software Rental in accordance with Section D. Supplementary Provisions for Software Rental.

5.2 The use of ROBCO Firmware is only permitted in conjunction with the associated control unit on which the ROBCO Firmware is installed. The use of ROBCO Firmware for or in conjunction with other hardware or systems requires the prior, express and written consent of ROBCO.

5.3 Apart from that, the Customer is only entitled to reproduce, edit or decompile the ROBCO Firmware if this is permitted by law and only if the information necessary for this is not made available by ROBCO at the Customer's request.

5.4 The right of use always refers only to the latest version of the ROBCO Firmware made available; with each update, the rights of use for previously provided versions automatically expire for the future.

5.5 If the Customer uses the ROBCO Firmware to an extent that exceeds the acquired rights of use in terms of quality (with regard to the type of permitted use) or quantity (with regard to the number of licences acquired), the Customer shall notify ROBCO without undue delay and without undue delay acquire the rights of use from ROBCO necessary for permitted use, also with retroactive effect. Further statutory or contractual rights of ROBCO remain unaffected.

5.6 The Customer is not entitled to use the ROBCO Firmware beyond the scope of use permitted in accordance with the Offer and these GTC, or to allow third parties to use it, or to make it available to third parties, subject to Section B.5.7. In particular, the Customer is not permitted to reproduce the ROBCO Firmware or parts thereof, unless this is necessary for use in accordance with Section B.5.1 or permitted under Section B.5.3, to lend, lease or otherwise sublicense it, or to display it publicly.

5.7 The Customer is entitled to permanently transfer the copy of the ROBCO Firmware installed on the control unit to a third party together with the control unit on which the ROBCO Firmware is installed. In this case, the Customer shall completely cease using the affected copy of the ROBCO Firmware, completely remove and/or delete any copies of the affected ROBCO Firmware on other hardware belonging to the Customer, or hand them over to ROBCO, unless the Customer is legally obliged to retain them for a longer period of time. The use of the ROBCO Firmware on the basis of a licence for use together with a control unit other than the one transferred to a third party remains unaffected. At ROBCO's request, the Customer shall without undue delay confirm in writing that the above measures have been carried out in full or explain the reasons for longer storage. Furthermore, the Customer shall expressly agree with the third party to observe the scope of the rights granted in accordance with this Section B.5.

6 Warranty for Material Defects and Defects of Title

6.1 Unless otherwise specified below, the statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions). The Customer's rights arising from separately issued guarantees (Section 443 BGB) remain unaffected.

6.2 The existence of a material defect shall be assessed primarily on the basis of the agreement made regarding the quality and intended use of the ROBCO Hardware (including accessories, instructions and pre-installed ROBCO Firmware) (Section 434 (2) BGB). All product descriptions and manufacturer specifications that are the subject of the individual Offer or that were publicly announced by ROBCO (in particular in catalogues or on the ROBCO website) at the time of formation of the contract are considered to be agreements on quality in this sense. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not there is a material defect (Section 434 (3) BGB). Public statements made by a manufacturer other than ROBCO or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

6.3 In the case of items with digital elements or other digital content, in particular ROBCO Firmware, ROBCO shall only be obliged to provide and, if necessary, update the digital content to the extent that this is expressly stated in the Offer, these GTC or a quality agreement in accordance with Section B.6.2. ROBCO accepts no liability for public statements made by manufacturers other than ROBCO or other third parties. However, ROBCO reserves the right, within the scope of service or maintenance work on ROBCO Hardware, by means of remote access or in any other way, to provide and/or install updates to the ROBCO Firmware, in particular if this is expedient in order to improve the security and performance of the ROBCO Firmware and/or ROBCO Hardware concerned, to remedy infringements of third-party rights or to restore compliance with a changed legal situation. Restrictions on the functionality of the ROBCO Firmware and/or ROBCO Hardware are only permissible if they are reasonable for the Customer. The Customer hereby agrees to the installation of updates to the ROBCO Firmware and may only revoke this consent for good cause. ROBCO shall generally notify the Customer of planned changes to the ROBCO Firmware two weeks in advance. In case of a legitimate interest, ROBCO is entitled to make changes to the ROBCO Firmware without notice or with shorter notice. In this case, ROBCO will inform the Customer of the changes to the ROBCO Firmware without undue delay after they have been made.

6.4 ROBCO shall not be liable for defects that the Customer is aware of at the time of formation of the contract or is unaware of due to gross negligence (Section 442 BGB). Furthermore, Customer's claims for defects require compliance with the statutory obligations to inspect and give notice (Sections 377, 381 HGB). In the case of ROBCO Hardware intended for installation or further processing, an inspection must be carried out in any case immediately before installation or processing. If a defect becomes apparent during delivery, inspection or at any later point in time, ROBCO must be notified without undue delay in writing. The defect that has occurred must be described as precisely as possible. In any case, obvious defects must be reported in writing within five working days of delivery and defects that are not apparent during inspection must be reported in writing within the same period after discovery. If the Customer fails to carry out the proper inspection and/or notification of defects, ROBCO's liability for the defect that was not reported or not reported in a timely or proper manner is excluded in accordance with the statutory provisions (Sections

377, 381 HGB). In the case of ROBCO Hardware intended to be built in, attached or installed, this shall also apply if the defect only became apparent after the relevant measure was taken as a result of a breach of one of these obligations; in this case, the Customer shall in particular have no claims for reimbursement of the corresponding costs (removal and installation costs).

6.5 In the event of a defect, ROBCO may, at its own discretion, remedy the defect by either repairing it (rectification) or delivering a defect-free item (replacement delivery). If the type of remedy chosen by ROBCO is unreasonable for the Customer in individual cases, the Customer may reject it. ROBCO's right to refuse subsequent performance pursuant to the statutory conditions remains unaffected.

6.6 ROBCO is entitled to make the subsequent performance owed conditional upon the Customer paying the purchase price due. However, the Customer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

6.7 The Customer shall give ROBCO the time and opportunity necessary for the subsequent performance owed, in particular by handing over the objected ROBCO Hardware for inspection purposes and/or, at ROBCO's request, enabling remote access to the ROBCO Firmware. The Customer shall without undue delay install any updates to the ROBCO Firmware provided by ROBCO or take any other measures to remedy the defect, unless this is done directly by ROBCO; unless their installation or implementation is unreasonable for the Customer for reasons beyond the Customer's responsibility. In the event of a replacement delivery, the Customer shall return the defective item at ROBCO's request in accordance with the statutory provisions; however, the Customer shall not be entitled to a return claim. Subsequent performance does not include the removal or uninstallation of the defective item or the installation, attachment or fitting of a non-defective item if ROBCO was not originally obliged to provide these services; other claims by the Customer for reimbursement of corresponding costs remain unaffected.

6.8 The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, as well as any removal and installation costs, shall be borne by ROBCO in accordance with the statutory provisions and these GTC, provided that a defect actually exists. Otherwise, ROBCO may demand reimbursement from the Customer for the costs incurred as a result of the unjustified request to remedy the defect if the Customer knew or could have known that there was in fact no defect.

6.9 The ROBCO Hardware (including ROBCO Firmware) is free from third-party rights that conflict with contractual use. This does not apply to industry-standard retention of title.

6.10 If third parties have rights within the meaning of Section B.6.9 and assert these rights, ROBCO shall, at its own expense, assume the legal defence against the asserted rights of third parties. The Customer is obliged to inform ROBCO without undue delay in writing of any third-party rights asserted against it and to grant ROBCO all powers of attorney and authorisations necessary for the defence against the asserted third-party rights. The Customer shall support ROBCO in this regard free of charge to a reasonable extent, in particular by providing the necessary information. The Customer's statutory obligations to give notice of defects remain unaffected. Rights in this sense are only those to which the third party is entitled in countries in which the Customer uses the ROBCO Hardware in accordance with the contract.

6.11 In the event of defects of title, ROBCO (a) shall be entitled, at its discretion, to take lawful measures to (i) eliminate the rights of third parties that impair the contractual use of the ROBCO Hardware, or (ii) eliminate the assertion of such rights, or (iii) modify or replace the ROBCO Hardware in such a way that it no longer infringes the rights of third parties, provided that this does not significantly impair the functionality owed, and (b) is obliged to reimburse the necessary reimbursable costs of legal action incurred by the Customer.

6.12 If a reasonable deadline set by the Customer for subsequent performance has expired without success or is dispensable according to the statutory provisions, the Customer may withdraw from the purchase contract in accordance with the statutory provisions or reduce the purchase price and demand compensation for damages or reimbursement of futile expenses. However, there is no right of withdrawal in the case of an insignificant defect. Claims by the Customer for damages or reimbursement of futile expenses (Section 284 BGB) shall only exist pursuant to Section A.7 also in the case of defects in ROBCO Hardware.

6.13 Claims by the Customer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c (2), 327 (5), 327u BGB).

6.14 In the event of a breach that does not constitute a defect, the Customer may only withdraw from or terminate the contract if ROBCO is responsible for the breach of duty. The Customer's right to terminate the contract at will (in particular in accordance with Sections 650 and 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7 Limitation Period

7.1 Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. Special statutory provisions on the limitation period pursuant to Sections 438 (1) Nos. 1 and 2, 444, 445b BGB remain unaffected.

7.2 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the Customer based on a defect in ROBCO Hardware, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Customer pursuant to Sections A.7.1 and A.7.3 shall become time-barred exclusively in accordance with the statutory limitation periods.

C. Supplementary Provisions for Hardware Rental

1 Scope of Services

1.1 Within the scope of Hardware Rental, ROBCO is obliged to grant the use of the rented ROBCO Hardware (Section 535 (1) sentence 1 BGB). The functionality of the ROBCO Hardware in detail and any additional services provided by ROBCO are described in more detail in the Offer.

1.2 Sections B.1.2 to B.1.4 apply accordingly.

2 Delivery and Handover

2.1 Sections B.2 and B.3 apply accordingly to the delivery of the rented ROBCO Hardware, with the exception of Section B.3.2.

2.2 If the handover of the rented ROBCO Hardware by ROBCO has been agreed, ROBCO and the Customer shall carry out a joint inspection of the rented ROBCO Hardware and draw up a handover report to be signed by both parties. With the exception of any defects listed in the handover report or not discoverable during the inspection, the Customer shall accept the rented ROBCO Hardware as being in accordance with the contract.

3 Copyright and Rights of Use

3.1 ROBCO grants the Customer the non-exclusive, non-sublicensable, non-transferable right to use the ROBCO Firmware for the duration of the contract and in accordance with the following provisions. Contractual use includes, where necessary, the installation, loading, display and running of the ROBCO Firmware. The Customer shall not receive any further contractual rights of use to the ROBCO Firmware or the software applications on which the ROBCO Firmware is based. Rights to the ROBCO Software are granted to the Customer exclusively within the scope of Software Rental in accordance with Section D. Supplementary Provisions for Software Rental.

3.2 Sections B.5.2 to B.5.5 apply accordingly.

3.3 The Customer is not entitled to use the ROBCO Firmware beyond the scope of use permitted in accordance with the Offer and these GTC, or to allow third parties to use it or to make it available to third parties. In particular, the Customer is not permitted to reproduce the ROBCO Firmware or parts thereof, unless this is necessary for use in accordance with Section C.3.1 or permitted in accordance with Section B.5.3, to transfer, lend, lease or otherwise sublicense it, or to display it publicly.

4 Intended Use, Transfer of Use to third Parties

4.1 The rented ROBCO Hardware is rented exclusively for the purposes specified in the Offer. Changes to the intended use require the prior, express and written consent of ROBCO, which may only be refused for good cause. ROBCO may make its consent contingent upon a reasonable surcharge to the rental fee if the desired new use increases wear of the rented ROBCO Hardware. The Customer shall without undue delay notify ROBCO in writing of any intended changes to the agreed purposes of use.

4.2 Any transfer of the rented ROBCO Hardware to third parties, in particular subleasing, requires the prior, express and written consent of ROBCO. ROBCO is entitled to make its consent subject to conditions. In particular, ROBCO may demand that the sublease fee exceeding the rental fee be paid as additional rental fee.

4.3 In the event of unauthorised subleasing or culpable use of the rental property by the sublessee in breach of contract, ROBCO may immediately revoke its consent to the subleasing and demand that the Customer terminates the subleasing agreement without undue delay. In case the sublease agreement is not terminated after a corresponding request from ROBCO, or if the Customer unlawfully transfers the rental property to a sublessee or other third party, ROBCO may terminate the rental agreement without notice; the Customer hereby expressly and irrevocably authorises ROBCO to terminate the sublease in this case as well. ROBCO's claims for damages against the Customer remain unaffected.

4.4 In every case of subleasing, the Customer hereby assigns to ROBCO, by way of security, all claims against the sublessee, in particular – but not limited to – payment of the sublease fee, up to the amount of the claims to which the lessor is entitled under the sublease agreement. ROBCO hereby accepts the assignment. The Customer shall inform the sublessee of the assignment of claims after formation of the sublease agreement.

5 Upkeep, Maintenance and Repair

5.1 The Customer is obliged to treat the ROBCO Hardware owned by ROBCO with care and to follow ROBCO's maintenance and usage instructions, in particular the information contained in the user manuals provided, within reasonable limits. The Customer must insure the ROBCO Hardware at their own expense against fire, water and theft damage at value when new. The Customer must carry out necessary maintenance and inspection work in good time at the Customer's own expense.

5.2 The Customer shall ensure the proper use of the rented ROBCO Hardware and its proper operation by sufficiently qualified personnel.

5.3 The Customer shall without undue delay notify ROBCO in writing of any errors and malfunctions that occur and shall support ROBCO in investigating and clarifying the errors within reasonable limits. This includes, in particular, providing ROBCO with written error reports upon request and providing other data and logs that are suitable for analysing the error.

5.4 The Customer shall without undue delay grant ROBCO access to the rented ROBCO Hardware, including remote access to the ROBCO Firmware, to the extent necessary for ROBCO to remedy errors and malfunctions and to provide Service and Support.

5.5 The Customer shall bear all costs for maintenance, repairs or replacements of the rented ROBCO Hardware incurred by the rental use, regardless of whether the Customer is at fault. Maintenance includes all measures necessary to keep the rental property in a condition that complies with the contract and to prevent damage.

6 Warranty for Material Defects and Defects of Title

6.1 Unless otherwise specified below, the statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions). The Customer's rights arising from separately issued guarantees remain unaffected.

6.2 The suitability of the rented ROBCO Hardware for contractual use shall be assessed primarily on the basis of the agreement reached regarding the quality and intended use of the ROBCO Hardware (including accessories, instructions and pre-installed ROBCO Firmware). All product descriptions and manufacturer's specifications that are the subject of the individual Offer or that were publicly announced by ROBCO (in particular in catalogues or on the ROBCO website) at the time of formation of the contract are considered to be agreements on quality in this sense. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not there is a material defect.

6.3 Section B.6.3 applies accordingly.

6.4 ROBCO shall not be liable for defects that the Customer is aware of at the time of formation of the contract or is unaware of due to gross negligence, provided that ROBCO has not fraudulently concealed the defect in the latter case (Section 536b BGB). The Customer is nevertheless obliged to inspect the rented ROBCO Hardware for obvious defects without undue delay upon receipt. In the case of ROBCO Hardware intended for installation or further processing, an inspection must be carried out in any case immediately before installation or processing. If a defect becomes apparent during delivery, inspection or at any later point in time, ROBCO must be notified in writing without undue delay. The defect that has occurred must be described as precisely as possible. In any case, obvious defects must be reported in writing within five working days of delivery and defects that are not apparent during inspection must be reported in writing within the same period of time after discovery. If the Customer fails to carry out the proper inspection and/or notification of defects, ROBCO's liability for the defect that was not reported or not reported in a timely or proper manner is excluded in accordance with the statutory provisions (Section 536c BGB). In the case of ROBCO Hardware intended to be built in, attached or installed, this shall also apply if the defect only became apparent after the relevant measure was taken as a result of a breach of one of these obligations; in this case, the Customer shall in particular have no claims for reimbursement of the corresponding costs (removal and installation costs)

6.5 In the event of a defect, ROBCO may, at its own discretion, remedy the defect by repairing it (rectification) or delivering a defect-free item (replacement delivery). If the type of remedy chosen by ROBCO is unreasonable for the Customer in individual cases, the Customer may reject it. ROBCO's right to refuse subsequent performance pursuant to the statutory conditions remains unaffected.

6.6 Sections B.6.7 to B.6.12 apply accordingly.

6.7 In the event of complete or partial damage to the rental property for which ROBCO is not responsible and which results in the Customer being unable to use the ROBCO Hardware in accordance with the contract, ROBCO's obligation to grant use and the Customer's obligation to pay the rental fee shall be suspended for an initial period of one month.

6.8 The Customer is entitled to terminate the contract if ROBCO has not declared within the aforementioned period that it will repair or replace the rented ROBCO Hardware. If ROBCO declares that it will not repair or replace the rented ROBCO Hardware, the rental agreement shall be terminated with immediate effect. The Customer shall not be entitled to any claims for damages against ROBCO.

6.9 If ROBCO agrees to repair or replace the rented ROBCO Hardware, the rental agreement shall be suspended for the period required for this purpose. In this case, the Customer shall only be entitled to an extraordinary right of termination if the suspension of the rental agreement for the aforementioned period is unreasonable for the Customer. In this case, the Customer shall have a special right of termination, which must be exercised within one week of receipt of ROBCO's decision on restoration.

7 Term and Termination

7.1 The rental agreement commences on the day of delivery of the rented ROBCO Hardware and is concluded for the minimum contract term specified in the Offer.

7.2 Unless otherwise specified in the Offer, the term shall be extended by three further months after expiry of the minimum term specified in the Offer, provided that neither party gives written notice of termination in whole or in part at least one month before the end of the term. The date of receipt of the notice of termination shall be decisive. Notices of termination may be sent by email to sales@robco.de.

7.3 Upon expiry of the contract term, the rental agreement shall not be extended indefinitely even if the renter continues to use the rental property and none of the contracting parties does object to this; Section 545 BGB shall not apply.

8 Limitation Period

Claims by the Customer due to a defect in the rented ROBCO Hardware shall become time-barred twelve months after the start of the statutory limitation period. Claims for damages by the Customer in accordance with Sections A.7.1 and A.7.3 shall become time-barred exclusively in accordance with the statutory limitation periods.

D. Supplementary Provisions for Software Rental

1 Scope of Services

1.1 Within the scope of Software Rental, ROBCO is obliged to grant the use of the rented ROBCO Software (Section 535 (1) sentence 1 BGB) together with the rights necessary for its contractual use.

1.2 The functionality of the ROBCO Software in detail and any additional services provided by ROBCO are described in more detail in the Offer. The range of functions available to the Customer also depends on the software package agreed with the Customer. At the end of the term of a software package, the additional functionalities of the ROBCO Software contained therein can no longer be used.

1.3 Sections B.1.3 and B.1.4 apply accordingly.

2 Copyright and Rights of Use

2.1 ROBCO grants the Customer a non-exclusive, non-sublicensable, non-transferable right, to access the ROBCO Software and, using the necessary technical interfaces (see Section D.5), to use the functionalities associated with the ROBCO Software in accordance with the offer and these GTC for the duration of the contract and in accordance with the following provisions. Contractual use includes, where necessary, the installation, loading, display and running of the ROBCO Software. The Customer shall not receive any further contractual rights of use to the ROBCO Software or the software applications on which the ROBCO Software is based.

2.2 The use of pre-installed ROBCO Software is only permitted in conjunction with the associated control unit on which the ROBCO Software is installed. The use of pre-installed ROBCO Software for or in conjunction with other hardware or systems requires the prior, express and written consent of ROBCO.

2.3 Sections B.5.3 to B.5.5 apply accordingly.

2.4 The Customer is not entitled to use the ROBCO Software beyond the scope of use permitted in accordance with the Offer and these GTC, or to allow third parties to use it or make it available to third parties. In particular, the Customer is not permitted to reproduce the ROBCO Software or parts thereof, unless this is necessary for use in accordance with Section D.2.1 or permitted in accordance with Section B.5.3, to sell, lend, lease or otherwise sublicense it, or to display it publicly.

3 Protection of ROBCO Software / Audit

3.1 The Customer is obliged to take appropriate measures to protect the ROBCO Software from access by unauthorised third parties.

3.2 Upon request, the Customer shall allow ROBCO – within a reasonable period of time – to verify the proper use of the ROBCO Software, in particular to check whether the

Customer is using the ROBCO Software qualitatively and quantitatively within the scope of the licence(s) purchased by the Customer. To this end, the Customer shall provide ROBCO with information, grant access to relevant documents and records, and allow ROBCO or an independent auditing firm appointed by ROBCO to inspect the hardware and software environment used. ROBCO may carry out the inspection on the Customer's premises during normal business hours or have it carried out by third parties who are bound to secrecy. ROBCO shall ensure that the Customer's business operations are disrupted as little as possible by the on-site activities. If the review reveals a significant exceedance of the permitted scope of use or other non-contractual use, the Customer shall bear the costs of the review; otherwise, ROBCO shall bear the costs. All other rights of ROBCO remain reserved.

3.3 In the event of a violation of the Customer's rights of use, the Customer shall cooperate to the best of its ability in clarifying the infringing acts and their scope, in particular by without undue delay notifying ROBCO of the relevant infringing act.

4 Provision of ROBCO Software and Availability

4.1 The ROBCO Software is provided to the Customer pre-installed on the ROBCO Hardware (control unit) provided by ROBCO as part of the Hardware Sale (Section B) or Hardware Rental (Section C) in object code or via remote data transmission (from the data centre interface to the internet) by ROBCO or a data centre commissioned by ROBCO.

4.2 The ROBCO Software is generally available via remote data transmission 24 hours a day, all year round. The contract stipulates an average annual availability of 98.0% (calendar year) between Monday and Friday.

4.3 ROBCO shall utilise maintenance windows for various types of maintenance work as necessary. Except in emergencies, this maintenance work shall be carried out Monday to Friday between 8 p.m. and 6 a.m. CET/CEST, and on Saturdays, Sundays and public holidays at the Customer's premises. Maintenance periods that meet these requirements shall be deemed to be periods during which the ROBCO Software is available.

4.4 Periods during which the ROBCO Software is unavailable for reasons beyond the control of ROBCO and ROBCO's auxiliary persons shall be deemed periods during which the ROBCO Software is available.

5 Technical Requirements for Using the ROBCO Software

5.1 The use of ROBCO Software is subject to certain technical requirements regarding the infrastructure used by the Customer. The Customer shall take account of the technical requirements of ROBCO Software (e.g. with regard to browsers, client hardware and network connection) and is solely responsible for compliance with the requirements on the side of the Customer.

5.2 Technical requirements and specifications in accordance with Section D.5.2 may change from time to time, particularly in connection with updates to the ROBCO Software. ROBCO shall inform the Customer in good time before any changes to the requirements and specifications. It is the Customer's responsibility to implement the current requirements and

specifications without undue delay.

6 Warranty for Material Defects and Defects of Title

6.1 Sections C.6.1 and C.6.2 apply accordingly.

6.2 ROBCO is only obliged to update the ROBOC Software if this is expressly stated in the Offer or in a quality agreement in accordance with Section C.6.2. ROBCO accepts no liability for public statements made by manufacturers other than ROBCO or other third parties. However, ROBCO reserves the right, within the scope of service or maintenance work on ROBCO Hardware, by means of remote access or in any other way, to provide and/or install updates to the ROBCO Software, in particular if this is expedient in order to improve the security and performance of the ROBCO Software and/or ROBCO Hardware concerned, to remedy infringements of third-party rights or to restore compliance with a changed legal situation. Restrictions on the functionality of ROBCO Software and/or ROBCO Hardware are only permissible if they are reasonable for the Customer. The Customer hereby agrees to the installation of updates to the ROBCO Software and may only revoke this consent for good cause. ROBCO will generally notify the Customer of planned changes to the ROBCO Software two weeks in advance. In case of a legitimate interest, ROBCO is entitled to make changes to the ROBCO Software without or with shorter notice. In this case, ROBCO will inform the Customer of the changes to the ROBCO Software without undue delay after they have been made.

6.3 ROBCO shall not be liable for defects that the Customer is aware of at the time of formation of the contract or is unaware of due to gross negligence, provided that ROBCO has not fraudulently concealed the defect in the latter case (Section 536b BGB). The Customer is nevertheless obliged to inspect the ROBCO Software for obvious defects without undue delay upon receipt. If a defect becomes apparent during the inspection or at any later point in time, ROBCO must be notified of this in writing without undue delay. The defect that has occurred must be described as precisely as possible. In any case, obvious defects must be reported in writing within five working days of the provision of the ROBCO Software and defects that are not apparent during the inspection must be reported in writing within the same period of time after discovery. If the Customer fails to carry out the proper inspection and/or notification of defects, ROBCO's liability for defects that are not reported or not reported in a timely or proper manner is excluded in accordance with the statutory provisions (Section 536c BGB).

6.4 ROBCO shall not be liable for defects resulting from the use of ROBCO Software in a hardware and software environment that does not meet the technical requirements (see Section D.5) or for changes and modifications made to the ROBCO Software by the Customer without being authorised to do so by law, this GTC or the prior written consent of ROBCO.

6.5 ROBCO shall remedy any material defects and defects of title in the rental property that are covered by the warranty within a reasonable period of time. The Customer shall give ROBCO the time and opportunity necessary for the subsequent performance owed, in particular in the case of pre-installed ROBCO Software, by handing over the affected ROBCO Hardware (control unit) for testing purposes and/or, at ROBCO's request, enabling remote access to the ROBCO Software. The Customer shall without undue delay install any updates to the ROBCO Software provided by ROBCO or take any other measures to remedy the

defect, unless this is done directly by ROBCO; unless their installation or implementation is unreasonable for the Customer for reasons beyond the Customer's responsibility. Section C.5.3 applies accordingly.

6.6 Sections B.6.8 to B.6.12 apply accordingly.

7 Data Protection

The Customer agrees that ROBCO may use the machine data without reference to personal data generated during the use of the ROBCO Software at the Customer's premises and automatically transmitted to ROBCO, for its own purposes, in particular for usage analysis and product optimisation. ROBCO ensures that the transmission and use of the data does not violate any operational (confidentiality) interests of the Customer.

8 Term and Termination

8.1 The rental agreement commences on the date of provision (see Section D.4.1) of the rented ROBCO Software and is concluded for the minimum contract term specified in the Offer.

8.2 Section C.7.2 applies accordingly.

E. Supplementary Provisions for Service and Support

1 Scope of Services

1.1 As part of its service and support obligations, ROBCO shall ensure the availability of ROBCO customer support in accordance with the Offer and these GTC.

1.2 The scope of the individual service and support offerings, as well as any supplementary services provided by ROBCO, are described in detail in the Offer. The scope of services also depends on the service package agreed upon with the Customer.

1.3 The Service and Support relate exclusively to the ROBCO Hardware units specified in the Offer and the ROBCO Software used for these units, for which the Service and Support are purchased. For other ROBCO Hardware and ROBCO Software, the Service and Support must be agreed separately.

1.4 Section B.1.3 applies accordingly.

2 Support Services / Service Level Agreement

2.1 Unless otherwise agreed in the Offer, the service commitments under this Section E.2 shall apply to ROBCO's support services.

2.2 The support services include consulting and support services in connection with the functions of ROBCO Hardware and ROBCO Software, including the associated documentation, as well as the handling of errors that occur during the proper use of ROBCO Hardware and ROBCO Software or that become apparent in the associated documentation. The exact scope of services is specified in the Offer and the agreed service package.

2.3 The following services are not included in the support services:

2.3.1 services outside agreed support hours;

2.3.2 services for ROBCO Hardware or ROBCO Software that is used contrary to the contractual terms of use and restrictions;

2.3.3 services for ROBCO Hardware or ROBCO Software that has been modified by the Customer or third parties without ROBCO's instigation;

2.3.4 services for hardware or software not provided by ROBCO;

2.3.5 services for ROBCO Hardware or ROBCO Software for which updates or other bug fixes provided by ROBCO have not been installed or implemented and the reported error has already been fixed thereby, unless their installation or implementation is unreasonable for the Customer for reasons beyond the Customer's responsibility;

2.3.6 services for ROBCO Hardware or ROBCO Software with a release status that is no longer maintained by ROBCO;

2.3.7 services that can be provided at ROBCO's registered office but are to be provided at another location at the Customer's request;

2.4 Existing warranty claims of the Customer remain unaffected.

3 Helpdesk / Support Hours

3.1 ROBCO shall set up a helpdesk staffed by qualified and experienced personnel to provide support during support hours. Telephone on-call service outside of support hours shall only be available if expressly agreed. Support hours and channels are agreed in the Offer.

3.2 Outside of support hours, the Customer may only report errors via an telephone on-call service if this has been expressly agreed in the contract. If error reports are submitted outside of support hours via email or telephone, they shall only be deemed to have been submitted at the start of the next support hours.

4 Error Handling

4.1 In the event of an error, ROBCO will respond to the Customer's error report within the agreed response time during support hours and begin error handling. Error handling does not have to be completed within the agreed response time.

4.2 Error handling within the meaning of these GTC includes identifying the cause of the error, diagnosing the error, and services aimed at rectifying the error. Successful rectification of the error is not guaranteed. At ROBCO's discretion, error handling services may also be provided by means of a workaround, update or upgrade delivery or replacement of ROBCO Hardware.

4.3 Insofar as ROBCO provides the Customer with computer programmes or other independently copyrightable works for use within the scope of error handling, these computer programmes and the rights of use granted to the Customer are subject to the respective licence agreement for the ROBCO Software concerned, including the Supplementary Provisions for Software Rental (Section D).

4.4 The start of the response times is determined by the receipt of a qualified error report from the Customer at the helpdesk via the agreed contact channels.

4.5 An error report can only be considered qualified if the error described can be reproduced, i.e. the operating situation and working environment are described in sufficient detail to enable a qualified ROBCO employee to reproduce the error at any time.

4.6 Each error report should also contain as accurate a description as possible of the functional impairment and the time at which it was first detected. If the error only occurs on individual hardware elements, these must be identified. If the Customer made any changes to the hardware and software environment used before the error occurred, this must also be expressly stated.

4.7 Before reporting the error, the Customer shall, to the best of their ability, analyse the

hardware and software environment to ensure that the error is not attributable to system components that are not covered by the support services.

4.8 The deadlines specified in this Section E.2 are suspended outside the agreed support hours, i.e. they only run during support hours.

5 Customer's Obligations to Cooperate

5.1 The Customer is obliged to support ROBCO to the best of the Customer's ability in the provision of support services and to take the necessary actions, in particular

5.1.1 to provide proper documentation, records and information necessary for the performance of the service, in particular regarding existing systems, equipment, computer programmes and computer programme components that are to interact with the services to be provided;

5.1.2 providing test plans and test data, as well as setting up and providing the test environment;

5.1.3 to document any errors in the services provided that are identified during testing or live operation in a reproducible and, in any case, comprehensible form and to notify ROBCO without undue delay in writing; and

5.1.4 to provide facilities, equipment and professionally qualified personnel at its own expense, insofar as this is necessary for the provision of services.

5.2 The Customer must fulfil its obligations to cooperate in good time so that ROBCO can rectify any errors within the agreed response times.

5.3 The Customer shall without undue delay install any updates provided by ROBCO or take other measures to remedy errors, unless this is done directly by ROBCO; unless their installation or implementation is unreasonable for the Customer for reasons beyond the Customer's responsibility.

5.4 The Customer is responsible for regular data backups with the diligence of a prudent businessman. In particular, the Customer shall perform a complete backup of all system and application data immediately prior to any installation and/or other intervention by ROBCO or by third parties commissioned by ROBCO. The backups shall be stored in such a way that the backed-up data can be restored at any time.

5.5 The Customer shall grant ROBCO the right to use third-party systems to the extent necessary to provide the support services owed.

5.6 If the Customer is in default with the fulfilment of its obligations to cooperate, ROBCO's obligation to perform shall be suspended for the duration of the default if it cannot be fulfilled without the Customer's cooperation or can only be fulfilled with disproportionate additional effort. Further statutory or contractual rights of ROBCO remain unaffected.

6 Dealing with Non-compliance with Service Levels

6.1 In the event that service levels are not met, the parties agree on the following procedure:

6.1.1 ROBCO notifies the Customer or the Customer requests ROBCO in writing to analyse the service level data;

6.1.2 ROBCO shall without undue delay investigate the causes that led to the agreed service level being exceeded;

6.1.3 unless the parties refrain from remedying the causes, ROBCO shall develop a corrective action plan, submit it to the Customer for written confirmation and, once confirmation has been given, implement it within a reasonable period of time (and in accordance with the agreed deadlines). The Customer may only refuse or delay approval for good cause.

6.2 There shall be no breach of service level if the root cause analysis (properly carried out by ROBCO) shows that the Customer is responsible for the non-compliance with the relevant service level.

F. Supplementary Provisions for Project Services

1 Scope of Services

1.1 As part of the project services, ROBCO is responsible for carrying out the projects specified in the Offer (Section 631 BGB). The subject matter of the projects and the specific work results to be achieved, as well as any additional services provided by ROBCO, are described in more detail in the Offer and/or an additional service description.

1.2 Section B.1.3 applies accordingly.

2 Provision of Project Services

2.1 ROBCO provides the Project Services independently in accordance with the principles of professional diligence, observing industry standards and drawing on ROBCO's specialist knowledge and experience.

2.2 If a specific schedule is agreed in the Offer, ROBCO shall perform the Project Services within the agreed deadlines and dates. Apart from that, ROBCO is free to allocate the time for performing the Project Services at its own discretion.

2.3 ROBCO shall coordinate with the Customer in the provision of Project Services and shall take into account, where possible, the Customer's specifications, specific provisions, methods and application practices.

2.4 ROBCO is entitled, at its own discretion, to engage third parties to perform the Project Services, provided that they are qualified and suitable for the performance of the respective Project Services. The Customer may reject the intended use of third parties for good cause. The use of third parties to perform the Services does not establish an independent service, employment or other contractual relationship between them and the Customer.

2.5 The Customer shall have no right to issue instructions to ROBCO's employees or auxiliary persons. The Customer's right to issue instructions within the scope of service or work contracts may only be exercised vis-à-vis a legal representative or a person designated by ROBCO as authorised to receive such instructions.

3 Customer's Obligations to Cooperate

3.1 The Customer undertakes to support ROBCO to the best of the Customer's ability in the provision of Project Services and to take the necessary actions, in particular

3.1.1 to provide proper documentation, records and information necessary for the performance of the service, in particular regarding existing systems, equipment, computer programmes and computer programme components that are to interact with the service to be provided;

3.1.2 to allow access to its business premises to the extent necessary and to provide the necessary workspaces and work equipment in its business premises to an appropriate extent at its own expense; and

3.1.3 to provide facilities, equipment and professionally qualified personnel at its own expense, insofar as this is necessary for the provision of services.

3.2 If the Customer fails to fulfil its obligations to cooperate and ROBCO is therefore unable to complete the project or parts thereof within the agreed deadlines and dates, the period specified in the schedule shall be extended accordingly. Any further contractual or statutory rights of ROBCO shall remain unaffected.

3.3 The Customer shall ensure, at its own expense, through appropriate organisational and spatial measures, that ROBCO's employees or auxiliary persons are not integrated into the Customer's business.

4 Changes in Services

4.1 The Customer may, at any time up to the point of acceptance, request changes and additions to the agreed Project Services and work results to be produced, provided that these are technically feasible and reasonable for ROBCO. ROBCO shall review change requests within a reasonable time after receipt and shall notify the Customer in writing of the result, together with any costs and delays to the agreed project schedule that may result from the change in services.

4.2 Unless otherwise agreed, any deviations from the Offer, in particular changed or additional or extended services, especially if they may affect the project schedule, resources and/or costs, constitute a change to the agreed service, entitling ROBCO to additional remuneration.

4.3 The Customer is free to request the change in service in accordance with the notification under F.4.1. The formation of the contract is governed by Section A.3.

4.4 If the change in services is effectively agreed, the changes shall become part of the contract. ROBCO shall adapt previous work results, including any documentation, to the changes. If the change in services is not effectively agreed, the contracting parties shall continue the project unchanged.

4.5 ROBCO is entitled but not obliged to continue the contractual Project Services as planned during an ongoing service change procedure, unless the Customer instructs ROBCO in writing that the work should be suspended or restricted until a decision has been made on the service change. If Project Services are to be provided or actions are to be carried out before the service change procedure is completed which would no longer be usable due to the service changes, ROBCO shall notify the Customer in writing without undue delay. Unless the Customer instructs ROBCO in writing to suspend the services, ROBCO may invoice the Customer for any additional expenses incurred during the service change procedure which are unusable due to the subsequent service change in accordance with the applicable remuneration agreement.

5 Acceptance

5.1 The work results of the Project Services are subject to acceptance by the Customer, unless expressly stipulated otherwise in the respective Offer.

5.2 For the purpose of acceptance, ROBCO shall make the produced work results available in full and ready for acceptance and shall inform the Customer. The Customer shall then without undue delay commence inspection of the work results for acceptability.

5.3 If defects are found during the acceptance inspection, they shall be categorised as follows:

5.3.1 Error class 1 (grave errors): The proper use of the work results is impossible either entirely or in significant parts. Immediate remedial action is necessary.

5.3.2 Error class 2 (significant errors): The proper use of the work results is impaired overall or in essential parts to such an extent that their usability for the intended purpose is only possible with considerable effort. A short-term remedy is required.

5.3.3 Error class 3 (other errors): Proper use of the work results is not significantly impaired; remedial action is necessary but not urgent.

5.4 If defects of error class 1 or 2 are found, the acceptance is deemed to have failed. If only errors of error class 3 occurred, this does not constitute a failure of acceptance.

5.5 If acceptance fails, the Customer shall without undue delay after completion of the acceptance test provide ROBCO with a written list of all defects preventing acceptance. After a reasonable period of time, ROBCO shall provide a defect-free and acceptable version of the work results. Acceptance shall then be carried out again. During the subsequent inspection, only the previously reported defects shall be inspected, insofar as they can be the subject of an isolated inspection due to their nature.

5.6 After commencement of the acceptance test in accordance with Section F.5.2, the Customer shall declare in writing within one month that it accepts the contractually agreed services or shall report any defects that prevent acceptance in accordance with Section F.5.5 and refuse acceptance. If the Customer does not respond to a written request from ROBCO after expiry of the above period, the service shall be deemed to have been accepted.

5.7 If acceptance fails multiple times (at least twice), ROBCO may withdraw from the part of the Project Services in which the defective services were provided if ROBCO incurs unreasonable additional costs as a result of the failure of acceptance. The Customer's statutory secondary rights remain unaffected. The Customer may claim damages, in particular in the event of a culpable breach of duty by ROBCO, in accordance with Section A.7.

6 Rights of Use to Work Results

6.1 ROBCO grants the Customer with regard to all works created for the Customer's own use within the scope of the Project Services, in particular documents, project outlines, presentations and drafts ("**Work Results of the Project Services**"), the spatially, temporally and content-wise unrestricted, subject to Section F.6.3 exclusive,

transferable and sublicensable right of use for all types of use, in particular for their reproduction, distribution, exploitation and processing. If a property right can be established and transferred to the Customer for Work Results of the Project Services created for the Customer's own use, ROBCO shall also transfer this right to the Customer at the time of acceptance.

6.2 Section F.6.1 applies only to those Work Results of the Project Services that are expressly provided to the Customer for their own use and are marked as such. Under no circumstances shall the Customer acquire any rights to the ROBCO Software pursuant to Section F.6.1.

6.3 ROBCO shall be entitled to make unrestricted use of the Work Results of the Project Services, including the know-how acquired in the course of providing the services, in particular the concepts, procedures, methods and interim results underlying the Work Results of the Project Services, in anonymised form.

6.4 If, in the course of providing its services, ROBCO produces work results that are eligible for patent, utility model or design protection, ROBCO may file a corresponding application for property rights in its own name and on its own account. ROBCO shall grant the Customer the right to use the property rights together with the work results to the extent necessary. Unless otherwise agreed in the Offer, no separate remuneration shall be payable for this property right licence.

7 Confidentiality

ROBCO is entitled to retain a copy of the project documents for purely internal purposes, even if they contain confidential information. However, this entitlement does not constitute an obligation, i.e. ROBCO is not obliged to reserve storage capacity beyond the duration of the project. The Customer is solely responsible for storing its project information and results.

8 Warranty for material Defects and Defects of Title

8.1 B.6.1 applies accordingly.

8.2 The existence of a material defect shall be assessed primarily on the basis of the agreement made regarding the quality and intended use of the work results (including accessories and instructions) (Section 633 (2) sentence 1 BGB). All project and service descriptions that are the subject of the individual Offer or that were publicly announced by ROBCO (in particular in catalogues or on the ROBCO website) at the time of formation of the contract are considered to be agreements on quality in this sense. If the quality has not been agreed, the statutory provisions shall be used to assess whether or not there is a material defect (Section 633 (2) sentence 2 BGB). Public statements made by a manufacturer other than ROBCO or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

8.3 Section B.6.3 applies accordingly.

8.4 In the event of a defect, ROBCO may, at its own discretion, remedy the defect by

either repairing it (rectification) or producing a new work (replacement delivery). ROBCO's right to refuse subsequent performance under the statutory conditions remains unaffected.

8.5 Sections B.6.6 to B.6.12 apply accordingly.

9 Limitation Period

9.1 Notwithstanding Section 634a (1) No. 1 and No. 3 BGB, the limitation period for claims arising from material defects and defects of title shall be one year from acceptance. Special statutory provisions on limitation periods pursuant to Sections 634a (1) No. 2 and 639 BGB shall remain unaffected.

9.2 The above limitation periods under contract law also apply to contractual and non-contractual claims for damages by the Customer based on a defect in the work, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Customer in accordance with Sections A.7.1 and A.7.3 shall become time-barred exclusively in accordance with the statutory limitation periods.

G. Supplementary Provisions for Services

1 Scope of Services

1.1 Within the scope of the Services, ROBCO is obliged to perform the services listed in the Offer (Section 611 (1) BGB). The Services to be provided and any additional services provided by ROBCO are described in more detail in the Offer.

1.2 Section B.1.3 applies accordingly.

1.3 For the Services provided in accordance with these GTC, ROBCO is only responsible for the activity, but not for the success intended by the Customer, unless ROBCO has contractually guaranteed a specific success.

2 Provision of Services by ROBCO

Sections F.2.1 to F.2.5 apply accordingly.

3 Customer's obligations to cooperate

Sections F.3.1 to F.3.3 apply accordingly.

4 Training

If ROBCO agrees with the Customer to provide training services, the training shall take place in training rooms to be determined by ROBCO. If the training takes place at the Customer's premises, the Customer shall be obliged to provide the technical equipment required for the training free of charge. Training participants must have basic knowledge of the technical area covered by the respective training course.

5 Rights of Use to the Results of the Services

Sections F.6.1 to F.6.4 apply accordingly.

6 Performance Failures

6.1 ROBCO warrants the contractual performance of the contractually agreed Services in accordance with the principles of professional diligence, observing industry standards and drawing on ROBCO's specialist knowledge and experience.

6.2 ROBCO shall be liable for breaches of contractual obligations in accordance with

Sections A.7 and G.8.

7 Term and Termination

7.1 The service relationship shall commence on the date of provision of the Service and shall be concluded for the minimum contract term specified in the Offer.

7.2 Unless otherwise specified in the Offer, the statutory notice periods apply (Section 621 BGB). The date of receipt of the notice of termination is decisive. Notices of termination by email are permitted and should be sent to sales@robco.de.

8 Limitation Period

Section C.8 applies accordingly.