

## Remote Maintenance MetalPrint General Terms and Conditions

### § 1 Preamble

With "Remote Maintenance" services, Koenig & Bauer MetalPrint GmbH (hereinafter referred to as Koenig & Bauer) are offering their customers a solution-oriented approach to their concerns and an effective service.

### § 2 Scope of services MetalPrint Remote Maintenance

Koenig & Bauer runs a support service providing remote access maintenance to machines installed on the market. In the event of serious faults, Koenig & Bauer Remote Maintenance engineers can connect directly to the machine controls and carry out a direct fault analysis. This makes it possible to directly eliminate faults via adjustments to the machine software or by providing advice to operators via telephone. In addition, this allows the correct and necessary spare parts to be identified more quickly and, if required, the necessary personnel can be requested.

The MetalPrint Remote Maintenance service covers the following:

- 24 hour service from the Remote Maintenance department according to § 3;
- Online costs for remote connection covered by Koenig & Bauer, irrespective of the duration of the service provision and how often it is required (limited to a maximum of 2 hours per service request).
- Telephone charges for calls from Koenig & Bauer to the customer
- All costs for technical support from specialists as part of the remote maintenance (specialist engineers, technicians)
- Costs for live video transmissions (Visual ServiceSupport)
- Documenting the problem and its solution, or the attempted solution if it could not be solved via remote maintenance

The following are not covered by the service scope:

- All costs for remote maintenance and services from third parties, such as BDT suppliers (Logotronic), Lithec (Densitronic), IST Metz, PrintabLED (UV dryer), etc.
- All costs for remote maintenance and services for new installations, upgrades of all kinds and machine extensions (a separate agreement is required)
- The costs of any spare parts, organisation and transport costs that may be required
- The costs of any technician visits that may be required, which are calculated on the basis of the travelling time, labour, travelling costs, accommodation costs, surcharges, etc.

- Costs of terminals and telecommunications costs for the customer when using live video transmissions (Visual ServiceSupport)
- Costs for recurring requests for fault rectification resulting from neglected subsequent repair or repair orders, or due to neglected maintenance.

### § 3 Accessibility

In the event of technical malfunctions, the customer, as a rule, shall inform its authorised representative or Koenig & Bauer's Remote Maintenance directly, depending on the nature of the malfunction and any support required from the representative (e.g. for translation services).

Koenig & Bauer's Remote Maintenance can be reached directly on the number +49 (0)711 699 71 699. If this number is busy, the customer can leave a message on the answering machine with their telephone number, name, and the machine serial number.

Service requests can also be sent via an entry form available at [metalprint.koenig-bauer.com/en/downloads/terms-conditions/](https://metalprint.koenig-bauer.com/en/downloads/terms-conditions/).

Service requests can optionally be sent using the press call function from the control console on machines equipped with this function.

Koenig & Bauer's Remote Maintenance accepts service requests in German and English.

Remote Maintenance is available 24 hours a day. There are restrictions on availability, e.g. in the context of public holidays (24.12. – 26.12., 31.12. – 01.01.), company holiday, etc.

### § 4 Costs and invoicing

During the warranty period for the machine concerned, Remote Maintenance shall be provided free of charge.

After the warranty period expires, Remote Maintenance services must be agreed in a separate contract.

After the warranty period expires, the amount billed for the Remote Maintenance services agreed in the contract shall always be billed in advance of the agreed period.

Should the customer be in substantial financial arrears with Koenig & Bauer or with Koenig & Bauer's authorised customer representative, Koenig & Bauer shall be entitled to refuse to provide the customer with Remote Maintenance services until all the arrears have been paid in full.

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The customer cannot offset payment against their own counterclaims, unless these are uncontested or legally established.

For machines out of warranty, the customer shall have the option of using Koenig & Bauer's Remote Maintenance service with a Remote Maintenance contract at a contractually agreed fixed price.

It shall not be possible to subsequently change the machines covered by the contract. Flat rate fees shall always be invoiced in advance. Invoices shall be due for payment within 10 days from date of invoice, unless otherwise agreed in writing. Koenig & Bauer shall be entitled to refuse the provision of services until payment has been made in full.

Koenig & Bauer shall be entitled to adjust the contractual prices in writing subject to a notice period of three (3) months to the end of the current contract year. Having been notified thereof, the Customer shall have the right to terminate the contract in writing with a notice period of four (4) weeks from receipt of the price adjustment notification. Should Koenig & Bauer receive no notice of termination within said timeframe, the contract will be extended into the following contract year at the adjusted contractual price.

Modifications or extensions to the machines (hardware and/or software) after the contract is entered into may incur additional costs for the customer.

## § 5 Duration and termination of the contract

Generally, a Remote Maintenance contract shall have a duration of 12 months, unless agreed otherwise. A Remote Maintenance contract can be terminated by either party in writing three months prior to the end of the contract. If neither party terminates the contract, it shall be automatically extended for another year, unless the duration was contractually limited or other written agreements apply. This is without prejudice to the right to terminate for good cause (e.g. customer default in payment, etc.). A complete or partial refund of the annual flat-rate fee shall not be possible if the contract is terminated prematurely.

## § 6 Data transfer and data analysis

Each party shall be responsible for maintaining and operating the necessary data connection.

A VPN connection is used for Remote Maintenance. The customer shall be responsible for providing the machine with a physical Internet connection and fitting the machine with the corresponding VPN hardware (mGuard). Furthermore, the customer shall be obliged to notify Koenig & Bauer in advance of any changes to the IP addresses. This can be done via the communication channels described in § 3. In the event of connection problems, an IT engineer must assist with troubleshooting at the request of the customer, either independently or in cooperation with Koenig & Bauer.

Koenig & Bauer's Remote Maintenance establishes a static VPN connection to the machine. The customer just needs to activate the remote maintenance when required. After the work is completed, the remote maintenance access will automatically close after approximately 2 hours. This does not affect the static VPN connection.

If the data connection fails and Koenig & Bauer receives no data or insufficient data, Koenig & Bauer shall no longer be obliged to provide the contractually agreed services. This also applies if the quality of the data is such that Koenig & Bauer cannot provide the services. In this case, Koenig & Bauer must inform the customer about the failed data connection. In this case, attempts shall be made to help the customer with troubleshooting on the telephone, insofar as this is reasonable and/or possible.

## § 7 Confidentiality, data security and data use

1. The contracting parties shall maintain confidentiality as is customary in business and shall at no time disclose or make public to others, other than their affiliated companies, any information they obtain during the collaboration. The contracting parties shall take suitable steps to ensure that their employees maintain the aforementioned confidentiality.

2. Data will be transferred from the customer to Koenig & Bauer for the following purposes:  
- continuously improve the delivery items and services;  
and  
- develop new and further to develop existing delivery items and services.

Koenig & Bauer regularly transfers data, which is stored at the customer's sites and on the customer's machines to Koenig & Bauer or to companies affiliated with Koenig & Bauer within the meaning of Section 15 of the German Stock Corporation Act (AktG). The transmission of this personal data is within the scope of the services offered by Koenig & Bauer to the customer or to a third party service provider commissioned by Koenig & Bauer.

a. The interval and scope of these data transfers will be freely determined by Koenig & Bauer at its own discretion.

b. The data which is transferred will be machine-specific, device-specific, company-specific, other technical data (such as software status, totaliser status, licenses, machine configuration), technical job data (such as paper format, print speed, number of waste sheets and quality information, information on the process flow, usage data such as technical resource consumption), statements on function usage or information on the power consumption of the machines as well as their utilization, performance and speed.

c. Personal data shall not be transmitted on the basis of this clause.

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d. Koenig & Bauer shall be entitled to use this data for the following purposes:

- to provide services to the customer, in particular for problem analysis and fault diagnosis in the event of malfunctions;
- to improve machine productivity; and
- to continuously improve the quality of the delivery items and services; and
- for customer relationship management purposes.

e. In addition to the purposes listed above, Koenig & Bauer shall be entitled to use this data for:

- consulting purposes relating to the improvement of quality, efficiency and quantity towards the customer and third parties, such as benchmarking and consulting services;
- advertising campaigns, insofar as these are permissible under applicable law;
- the improvement of existing products; and
- the development of new products in order to be able to offer the customer upgrades, retrofits and machine and/or component parts.

f. Koenig & Bauer is entitled to transfer this data onto third parties in an anonymized form and to use it commercially. Koenig & Bauer's use of the data shall not be limited territorially, in scope or in time.

g. Koenig & Bauer is entitled to transfer all rights of use to the data which it receives pursuant to this clause to third parties. When collecting and using the data, Koenig & Bauer shall comply with applicable law, in particular in connection with the protection of business and trade secrets, as well as existing contractual non-disclosure agreements and statutory deletion obligations.

3.

Furthermore, only personal data required for managing remote maintenance or service requests will be collected and stored. This includes the name of the contact person at the customer who submits the service request, the company to which said contact person belongs, and the phone number and email address of the contact person. This personal data is transferred to Koenig & Bauer's authorised representative for that customer. Personal data is also passed on to third parties (e.g. manufacturers of auxiliary components) if it is necessary for processing the service request. Personal data shall not otherwise be forwarded to third parties.

Image data may be stored when live video transmissions take place (Visual ServiceSupport). Only data relating to the customer's current service request shall be stored. This image data shall not be passed on to third parties, other than to Koenig & Bauer's authorised representative for that customer.

Should the customer be subject to restrictions regarding the collection of image data or the use of mobile terminals, it is responsible for ensuring compliance with these.

Koenig & Bauer's privacy policy also applies.

## § 8 The customer's obligations to cooperate

The customer shall put reliable safety measures in place with regard to the machine and its environment to ensure that the intended measures can be carried out safely. In particular, the customer shall ensure that no person is endangered in connection with providing the services at their premises.

When determining, containing, reporting, and describing faults, the customer must follow the instructions provided by the Koenig & Bauer Remote Maintenance technician. The customer must engage trained personnel with the necessary technical and linguistic skills for the remote maintenance. Changes that the customer wishes to make to the machine or its technical environment, insofar as they could affect the contractual agreement between the parties, must be agreed in advance with Koenig & Bauer.

The customer shall provide appropriate support to Koenig & Bauer for carrying out the agreed services and shall give Koenig & Bauer access to the necessary equipment and tools. The customer shall ensure that the machine has a stable data link to the Internet in order to ensure that data is transferred to Koenig & Bauer.

The customer shall keep Koenig & Bauer informed about any established technical anomalies in order to ensure that service activities can be effectively carried out.

The customer shall assist in making a remote diagnosis and, if necessary, implement or assist with the corrective measures recommended by Koenig & Bauer.

## § 9 Liability

Koenig & Bauer's Remote Maintenance shall not include warranties within the meaning of the BGB (the German Civil Code). Koenig & Bauer shall perform the obligations individually specified in the contract. This does not include any obligation for all existing damage and defects on the machine to be diagnosed or repaired by the contractual services, or any obligation in respect of the future functionality, availability or productivity of the machine.

Koenig & Bauer shall not be liable in respect of any work performed on the subject-matter of the contract, or any part thereof, by the customer or by a third party, for which Koenig & Bauer's prior approval was not obtained, or in respect of which Koenig & Bauer's approval was obtained, but the work or repair services carried out on the subject-matter of the contract, or any part thereof, was improperly executed by the customer or a third party. If, while carrying out remote maintenance, an employee of Koenig & Bauer identifies a safety-related defect in the subject-matter of the contract, they must ask the customer to shut down the machine and obtain written confirmation from the customer that the defect was brought to their attention. Koenig & Bauer can refuse to carry out remote maintenance on a machine at any time if the safety features have been disabled or tampered with.

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Where employees of the customer execute tasks in accordance with instructions provided by Koenig & Bauer over the telephone, this does not release the customer from their duty of care to comply with the relevant precautions and safety measures, and to use properly trained and qualified staff in this regard.

If the customer fails to provide details, or provides erroneous details, in connection with a fault or in terms of information requested, Koenig & Bauer shall not be liable for any faults that arise from any instructions provided by Koenig & Bauer in consequence thereof. The customer shall have sole liability for its employees. Koenig & Bauer shall therefore not be liable for the actions of the customer.

The customer uses third-party software for Remote Maintenance at his own responsibility. The license terms of the third party provider shall apply. Koenig & Bauer shall not be liable for the functionality of the third-party services, for the third-party content or for losses and damages of any kind arising from the use or in connection with the use or failure of these services and content. Furthermore, Koenig & Bauer shall not be liable if communication with the customer via Remote Maintenance is not possible due to malfunctions or the failure of the third-party software.

Koenig & Bauer shall not be liable for any damages, irrespective of when such damage occurred or occurs and howsoever caused, in particular compensation for consequential damages.

Koenig and Bauer shall assume liability – irrespective of the contractual, non-contractual or other legal grounds – solely

- (1) in the event of intentional acts,
- (2) in the event of gross negligence,
- (3) in the event of culpable loss of life, physical injury or damage to health,
- (4) in the event of defects which it has fraudulently concealed,
- (5) where a warranty applies,
- (6) in the event of defects in the item delivered, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to items in private use.

In cases involving proven culpable breaches of significant contractual obligations (that is, obligations that form key components of the contract and on which the customer can reasonably expect to rely), the contractor shall also be liable in cases of gross and ordinary negligence. In the latter case, liability shall be restricted to the types of losses that typically arise under the contract and are reasonably foreseeable.

This shall also apply if, as a result of culpably omitted or erroneous binding proposals or advice given by Koenig & Bauer before or after the contract was concluded, or as a result of a culpable breach of other secondary contractual obligations, the machine cannot be used in accordance with the contract. Koenig & Bauer's Remote Maintenance is presented to customers as a service. In application of the

exceptions listed under points (1) to (6) above, the liability of Koenig & Bauer under this contract shall be limited to 10% of the contract price.

The exclusion or limitation of liability in favour of Koenig & Bauer shall also apply in respect of the employees, representatives and vicarious agents of Koenig & Bauer and its affiliated companies.

Further claims for compensation shall be excluded.

## § 10 Force Majeure

The dates set out in the contract shall be extended appropriately should a case of force majeure occur. Force majeure shall be deemed to include all non-fore-seeable events which lie outside the sphere of influence of the parties or which cannot be remedied by reasonable efforts. The parties agree that, including but not limited to natural events, epidemics, pandemics, highly infectious diseases (e.g. Covid-19), official restrictions and official orders (including but not limited to curfews, travel bans, any kind of travel warnings, import and export bans), war, civil war, acts of terrorism, riots, fire, strikes, labour disputes, and transport damage shall be considered as force majeure.

The parties shall inform each other about any event of force majeure immediately and without delay.

Liability and liquidated damages are excluded in case of force majeure.

## § 11 Limitation period

All claims by the customer – whatever legal basis may apply – must be brought within a period of 12 months. The statutory limitation periods shall apply in respect of intentional or grossly negligent conduct, culpable loss of life, physical injury or damage to health, and for claims under the Product Liability Act.

## § 12 Concluding provisions

Amendments and additions to the Koenig & Bauer's Remote Maintenance must be made in writing. This shall also apply to any amendment of this written form requirement. Oral agreements shall not be valid.

The customer's General Terms and Conditions shall not apply to this contract, even if Koenig & Bauer do not object thereto.

All disputes concerning Koenig & Bauer's Remote Maintenance shall be subject to the law of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on the International Sale of Goods.

The courts in the city of Würzburg shall have exclusive jurisdiction.