

General Terms and Conditions of Business PressSupport24

Section 1 Preamble

Koenig & Bauer Digital & Webfed AG & Co. KG (hereinafter referred to as Koenig & Bauer) has been actively supporting its customers in increasing machine availability and productivity of printing presses with intelligent remote assistance solutions since 1995. Koenig & Bauer maintains a support organisation to support users of printing presses installed on the market via remote access in the event of malfunctions. In the event of a serious malfunction, the Koenig & Bauer PressSupport engineer can connect to the machine control system and carry out fault diagnostics directly. This means it is possible to directly rectify faults by accessing the machine software or providing recommendations by telephone to the operating personnel. Furthermore, this approach allows the correct and necessary spare parts to be identified more quickly and, where required, the necessary personnel to be deployed. The remote assistance services are provided without guarantee of success.

Section 2 Scope of validity

These general terms and conditions of business Press-Support24 regulate rights and obligations of the Client as well as rights and obligations of Koenig & Bauer when providing remote assistance services or when processing service requests. Here, it is irrelevant whether these services are being provided as part of the warranty, as part of a PressSupport or service agreement (hereinafter referred to as a FW service agreement), or as service performance to be charged for individually. If not otherwise agreed in the individual contract, the General Terms & Conditions PressSupport24 are a constituent part of all contracts that have PressSupport as their subject matter.

Section 3 Scope of service

The following points are included in the scope of service in the event of utilising PressSupport24 services:

- 24-hour services of the PressSupport department, including all costs for stand-by times outside of business hours and on public holidays/weekends
- Online costs incurred by Koenig & Bauer for the remote assistance connection, regardless of how long it takes to provide the service and how frequently it is used (limited to a maximum of 2 hours per service case)
- Telephone costs for calls made by Koenig & Bauer to the Client
- All technical support costs incurred by the specialists as part of the remote assistance (qualified engineers, technicians)
- Costs of live video transmissions (Augmented PressSupport) for machines under warranty, as well as machines for which an FW service agreement has been taken out that covers these components, as well as service requests that are charged for on a resource-related basis

The scope of service does not include, in particular:

- All costs for remote assistance and service provision by third parties, such as third party suppliers, if this is not explicitly stated in the FW service agreement
- All costs for remote assistance and service performance for new installations, upgrades of all kinds, and machine extensions (separate agreement required)
- Costs of any necessary spare parts, organisation and their transport costs

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- Costs of any engineer deployment that may be required, which consists of travel time, travel expenses (car or aeroplane), board and lodgings, allowances, etc.
- Costs of end devices, as well as telephone communication costs, on the part of the Client when using live video transmissions (Augmented PressSupport)

Section 4 Availability

In the event of technical faults, as a general rule, the Client will inform their responsible representative or will contact PressSupport24 directly, depending on the type of fault and the support from the representative that may be required (e.g. for translation services).

PressSupport24 can be contacted directly on phone number +49 931 909 4999. If this number is engaged, then the Client can leave a message on the answer phone, leaving their telephone number, their name, and the serial number of the machine.

Service requests can also be transmitted by entering them in an input screen available at koenig-bauer.com.

Requests made to Koenig & Bauer PressSupport24 can be received in the languages German and English.

PressSupport24 is available 24 hours a day. There are limitations on the following days (GMT+1):

Not available:

- from 2 pm CET on 24/12 until 6 am CET on 25/12.
- from 6 pm CET on 31/12 until 6 am CET on 01/01

Section 5 Costs and invoicing

For machines that are not under warranty, the Client has the option of taking out an FW service agreement that covers the costs of the services described in Section 3 for the term of the agreement, which usually lasts 12 months. It is not possible to retrospectively change the machines covered by the agreement. The lump sum will always be invoiced in advance. Invoices are due for payment within 30 days of receipt without any deductions, if not otherwise agreed in writing. Koenig & Bauer is entitled to refuse to provide the agreed services until it has received the complete payment.

Koenig & Bauer will not invoice the Client for the costs of remote assistance on machines that are under warranty at the time of the service request.

If the machine that a service request is made for is not under warranty, or for which no valid FW service agreement has been concluded between the Client and Koenig & Bauer or with the representative of Koenig & Bauer responsible for the Client, then the Client will be charged for the service provided on a resource-related basis.

If the Client owes significant financial sums to Koenig & Bauer or to the representative of Koenig & Bauer responsible for the Client, then Koenig & Bauer is entitled to refuse to provide remote assistance services to the Client until the complete owed amount has been paid.

Section 6 Term of agreement and termination

An FW service agreement can be terminated by either party three months before the respective end of the agreement. If this is not the case, then the agreement automatically carries on for another year, provided that the term of the agreement has not been contractually limited or other agreements made in writing are applicable. The right to terminate the agreement for good cause (e.g. default in payment by the Client, initiation of insolvency proceedings by the other contracting party etc.) remains unaffected by this. A complete or proportional reimbursement of the annual lump sum if the contract is terminated prematurely is not possible.

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Section 7 Data transfer

Each party is responsible for maintaining and operating the necessary data connection. The Client shall procure an Internet connection in their own name and at their own expense and shall ensure that this connection is available to Koenig & Bauer PressSupport24 to provide the contractual services.

A VPN connection is used to provide the remote assistance. The Client must ensure that access from the machine to the Internet is made physically available and that the machine is equipped with the corresponding VPN hardware (mGuard). Furthermore, the Client is obliged to inform Koenig & Bauer PressSupport24 in advance of any changes to IP addresses. This can be done via the communication channels described in Section 4. If there are any connection problems, an IT engineer must work independently or in cooperation with Koenig & Bauer to find the fault on behalf of the Client.

Koenig & Bauer PressSupport24 will establish a static VPN connection to the machine.

If the data connection is faulty and Koenig & Bauer PressSupport24 cannot adequately receive the data, then it is freed from its obligation to provide the service outlined in the FW service agreement. This also applies if the data quality means that it is not possible for Koenig & Bauer PressSupport24 to provide the service. In this case, Koenig & Bauer PressSupport24 must inform the Client about the fault in the data connection. In this case, an attempt will be made to provide support to the Client with troubleshooting by telephone, where this is possible and reasonable.

Section 8 Confidentiality and data protection

Machine data will be transmitted to Koenig & Bauer to analyse the machine productivity and machine availability. This data will exclusively be used to evaluate the machine performance and for fault analysis or fault prediction. This data will be regularly transmitted via the existing VPN connection. Data will only be passed onto third parties who are contractually obligated partners of Koenig & Bauer Digital & Webfed AG & Co. KG or respectively of Koenig & Bauer AG, and exclusively for the aforementioned purpose.

Job data stored locally on the machine, as well as personal data (within the meaning of Section 11 Federal Data Protection Act and GDPR), are not affected by this and will not be downloaded or evaluated without a separate agreement.

Furthermore, any personal data required to process the remote assistance or service request will be collected and saved. This includes the name of the Client's contact person making the service request, the position of the contact person in the company, the telephone number of the contact person, and the email address of the contact person. This personal data will be transmitted to the Koenig & Bauer representative responsible for the Client. Furthermore, personal data will also be passed on to third parties (e.g. manufacturers of auxiliary equipment) if this is deemed necessary to process the service request. No other personal data will be transmitted to third parties.

If live video transmissions are used (Augmented PressSupport), then video and audio data may be saved. This will only be done in association with the current service request made by the Client. This video and audio data will not be passed onto third parties with the exception of the Koenig & Bauer representative responsible for the Client.

If the Client has any restrictions regarding the creation of video and audio data or the use of mobile end devices, then the Client themselves must ensure that these are adhered to.

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Section 9 Client's obligation to cooperate

In cases where remote assistance could lead to persons or property being put at risk, then the Client must provide reliable safeguards to ensure that the intended measures can be carried out without any danger. The Client must in particular ensure that no people are put at risk in association with providing the service on location at the Client's premises.

When identifying, pin-pointing, notifying, and describing faults, the Client must follow the instructions provided by the Koenig & Bauer PressSupport24 engineer. The Client must deploy personnel who are technically and linguistically trained for the remote assistance service. Changes that the Client makes to the machines or their technical environment must be agreed in advance with Koenig & Bauer PressSupport24 inasmuch as they could affect the remote assistance.

Section 10 Liability

The FW service agreement does not include any guarantees within the meaning of German Civil Code. Koenig & Bauer accepts the obligations stated individually in the agreement. An assurance that all faults and defects present in the machine will be diagnosed and rectified as well as assurance of the functionality, availability or productivity of the machine is not given with the contractual services.

If an employee of the Client acts on instruction by telephone from Koenig & Bauer Press-Support24, then this does not absolve the Client from their own duty of care to adhere to the corresponding precautionary and safety measures as well as to use appropriately trained and qualified personnel for this purpose.

If information provided by the Client, associated with either the fault or the required information is incomplete or incorrect and an instruction given by Koenig & Bauer based on this should lead to faults, then Koenig & Bauer will not accept any liability for this. The Client accepts sole liability for their own employees. For this reason, Koenig & Bauer does not accept any liability for the activities carried out by the Client.

Any liability of Koenig & Bauer for any damage, regardless of when this damage was or is incurred and regardless of the legal basis it is based on, in particular compensation for consequential damage, is ruled out. Claims for damages in the event of intent or gross negligence, in the event of culpable injury to life, body or health, or in the event of compulsory liability based on Product Liability Law are excluded from these terms.

In the event of proven culpable infringement of essential contractual obligations (i.e. such obligations that characterise the agreement and that the Client can reasonably rely on), Koenig & Bauer is also liable in the event of simple negligence, in the latter case limited to damages typical of the contract that can reasonably be foreseen.

Exclusion of liability or liability limitation in favour of Koenig & Bauer also applies to employees, representatives and vicarious agents of Koenig & Bauer and of associated companies.

Any further claims for damages are ruled out.

Section 11 Statute of limitation

All claims made by the Client – regardless of the legal basis they are made on – are time-barred in 12 months. The statutory time limits apply for intentional or grossly negligent behaviour, in the event of culpable injury to life, body, or health, as well as to claims made under Product Liability Law.

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Section 12 Place of jurisdiction and law

German law is applicable for all disputes, excluding the terms of the United Nations Convention on the International Sale of Goods. The place of jurisdiction is Würzburg.

Section 13 Requirement for written form

Amendments to contracts must be made in writing. This also applies to amendments to this requirement for written form.

Section 14 Severability clause

Should individual terms of these General Terms and Conditions of Business of Koenig & Bauer be or become null or invalid, then this does not affect the efficacy of the remaining agreements; an invalid term is to be analogously replaced in mutual agreement in writing.