

## General Terms and Conditions for PressSupport24 Sheetfed Remote Maintenance

### 1 Preamble

The company Koenig & Bauer Sheetfed AG & Co. KG (hereinafter also referred to as Koenig & Bauer) has been actively supporting its customers since 1995 by increasing the machine availability and productivity of Rapida printing presses with intelligent remote maintenance solutions. Koenig & Bauer maintains a support organization to use remote access to perform remote maintenance on the printing presses installed in the market. In the event of serious faults, the Koenig & Bauer PressSupport technician can connect to the machine control and carry out a fault analysis directly. This allows faults to be resolved directly by intervening in the machine software or by providing the operating personnel with advice over the telephone. In addition, the correct and necessary spare parts can be determined faster in this way and, if necessary, the required personnel can be requested.

### 2 Scope of validity

The General Terms and Conditions of PressSupport24 Sheetfed Remote Maintenance govern the rights and obligations of the customer as well as the rights and obligations of Koenig & Bauer when providing remote maintenance services and processing service requests. It is irrelevant whether these services were provided within the scope of warranty, a remote maintenance or service contract (hereinafter referred to as RM service contract), or as an individually billed service. Unless otherwise agreed in an individual contract, the General Terms and Conditions PressSupport24 Sheetfed Remote Maintenance are an integral part of all contracts that expressly refer to them.

### 3 Scope of services

**The following items are included in the scope of services when using the services of PressSupport24 Sheetfed:**

- The 24-hour services of the PressSupport department, including all the costs for standby times outside business hours and on holidays/weekends.
- The online costs on the part of Koenig & Bauer for the remote maintenance connection, regardless of how long or short the service is provided and how often it is required (limited to a maximum of 2 hours per service case)
- Telephone charges for calls from Koenig & Bauer to the customer
- All the costs for the technical support by specialists within the scope of remote maintenance (graduate engineers, technicians)
- Costs for live video transmissions (Visual PressSupport) for machines under warranty, machines for which a RM service contract was concluded after 10/1/2018, and service inquiries which are invoiced according to costs incurred
- Documentation of the problem as well as its solution or approach if not solvable by remote maintenance

**Not included in the scope of services are primarily:**

- All costs for the remote maintenance and services by third parties, such as suppliers BDT (LogoTronic), Lithec (DensiTronic), EyeC (PDF scanner), Krift & Zipsner (logistics), etc.
- All costs for the remote maintenance and services for new installations, upgrades of all

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kinds, and machine extensions (a separate agreement is required)

- The costs for any spare parts, organization and transport costs that may be required
- The costs for the assignment of any technicians that may be required, which are calculated on the basis of the traveling time, labor, traveling costs (car or air travel), costs of accommodation, surcharges, etc.
- Costs for terminal equipment as well as telecommunication costs on the part of the customer for the use of live video transmissions (Visual PressSupport)

## 4 Accessibility

In the event of technical malfunctions, the customer, as a rule, informs its agency or PressSupport24 Sheetfed directly, depending on the type of malfunction and the necessary support from the agency (e.g., for translation services).

PressSupport24 Sheetfed can be contacted by phone at +49 351 833 2686. 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.

Furthermore, service requests can be sent through an input screen available at [koenig-bauer.com](http://koenig-bauer.com).

As an option on machines that are appropriately equipped, the service request can be sent through the PressCall function from the control console.

Inquiries to Koenig & Bauer PressSupport24 Sheetfed will be accepted in German and English.

PressSupport24 Sheetfed is available 24 hours a day. Subject to restrictions on the following days (GMT+1):

Not available:

- New Year's Day (1/1)
- Christmas Day (12/25)
- Boxing Day (12/26)

Available until 2 pm:

- Christmas Eve (12/24)
- New Year's Eve (12/31)

## 5 Costs and invoicing

For machines outside the warranty, the customer has the option of concluding a RM service contract which covers all costs of the services described in section 3 for the contract period, usually 12 months. Subsequent changes to the machines covered by the contract is not possible. The flat rate shall always be invoiced in advance. Invoices shall be due and payable within 30 days of receipt without any deductions, unless otherwise agreed in writing. The contractor shall be entitled to refuse to provide its services until payment of the full amount has been made.

Koenig & Bauer shall not charge the customer for any remote maintenance costs on the machine that are under warranty at the time of the service request.

If the machine for which a service request has been made is not covered by the warranty or if there is no valid RM service contract between the customer and Koenig & Bauer or an agency that is representing Koenig & Bauer and responsible for the contractor, the services rendered shall be invoiced to the customer on the basis of costs incurred.

In the event that the customer is in substantial financial arrears with Koenig & Bauer or with the agency that is representing Koenig & Bauer and responsible for the contractor, Koenig & Bauer shall be entitled to refuse to provide remote maintenance services to the customer until the arrears have been paid in full.

## 6 Duration and termination of the contract

Either party shall be entitled to terminate an RM service contract by giving written notice three months prior to the end of the contract. If this does not occur, the contract is automatically extended for another year, unless the duration was contractually limited or otherwise agreed in writing.

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The right to terminate for good cause (for example, the failure of the customer to make payment, the commencement of insolvency proceedings in respect of the other contracting party) shall remain unaffected. In the event of early contract termination, a complete or partial refund of the annual flat-rate fee is not possible.

## 7 Data transfer

Each party is responsible for the maintenance and operation of the necessary data connection. The customer, in its own name and at its own expense, shall arrange for a Internet connection and shall ensure that this connection is available to Koenig & Bauer PressSupport24 Sheetfed for the contractual services.

A VPN connection is used for remote maintenance. The customer shall ensure that physical access is provided from the machine to the Internet and that the machine is equipped with relevant VPN hardware (mGuard). Furthermore, the customer shall inform Koenig & Bauer PressSupport24 Sheetfed of any changes to the IP addresses in advance. This can be done through the communication channels described in section 4. In the event of connection problems, an IT engineer shall determine the cause of the fault at the request of the customer, independently or in collaboration with Koenig & Bauer.

Koenig & Bauer PressSupport24 Sheetfed establishes a static VPN connection to the machine. When required, remote maintenance only needs to be activated by the customer. After completion of the work, remote maintenance access will automatically close after approx. two hours. The static VPN connection shall remain unaffected by this.

If the data connection fails and Koenig & Bauer PressSupport24 Sheetfed is unable to receive any or sufficient data, it shall not be obliged to provide the services of the RM service contract. This shall also apply if Koenig & Bauer PressSupport24 Sheetfed is unable to provide the services due to the data quality. In this event, Koenig & Bauer PressSupport24 Sheetfed shall inform the customer about the fault in the data connection. In this

case, an attempt shall be made to support the customer in troubleshooting by phone as far as reasonable and/or possible.

## 8 Confidentiality and data security

Machine data is transferred to Koenig & Bauer for the purpose of analyzing machine productivity and availability. This data is used exclusively for assessing machine performance and analyzing and predicting faults. This data is transmitted regularly over an existing VPN connection. The only third parties the data is transferred to are contractually bound partners of Koenig & Bauer Sheetfed AG & Co. KG or Koenig & Bauer AG, and for the stated purpose exclusively.

Job data stored locally on the machine (job data) as well as personal data (within the meaning of §11 BDSG and the GDPR) are not affected by this and are neither downloaded nor evaluated without a separate agreement.

Furthermore, personal data required for processing of remote maintenance or service requests will be collected and stored. This includes the name of the contact person of the customer who submits the service request, the company affiliation of the contact person, the phone number of the contact person, and the e-mail address of the contact person. This personal data is transferred to the the agency that is representing Koenig & Bauer and responsible for the contractor. Furthermore, personal data is also passed on to third parties (e.g., manufacturers of auxiliary units) if it is necessary for processing the service request. Personal data will not be passed on to third parties in any other way.

When using live video transmissions (Visual PressSupport), image data can be saved. This is done exclusively in connection with the customer's current service request. With the exception of the agency that is representing Koenig & Bauer and responsible for the contractor, this image data will not be passed on to third parties.

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Should the customer have restrictions regarding the collection of image data or the use of mobile end devices, they are responsible for ensuring compliance with these themselves.

## 9 Duties of the customer to cooperate

In cases in which the remote maintenance can cause harm to persons and property, the customer shall ensure by means of reliable safety measures that the intended measures can be carried out safely. In particular, the customer shall ensure that no person is endangered due to the services being carried out at its site.

In the determination, containment, reporting, and description of the faults, the customer shall observe the instructions furnished to it by the Koenig & Bauer PressSupport24 technicians. The customer shall engage personnel that is technically and linguistically qualified for the remote maintenance. The prior agreement of Koenig & Bauer PressSupport24 Sheetfed shall be required in respect of any changes that the customer makes to the machine or its technical environment, insofar as these affect the RM service contract.

## 10 Liability

The RM service contract shall not include any warranties by Koenig & Bauer as envisaged by the BGB (the Civil Code of Germany). Koenig & Bauer shall perform the obligations individually specified in the contract. This does not include an acceptance of the obligation that all existing damage and faults of the machine shall be identified and remedied through the contractual services, and also does not include an obligation in respect of the 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 remedial work on the subject matter of the contract, or any part thereof, was improperly executed by the customer or a third party. If, during

the performance of remote maintenance, a Koenig & Bauer employee detects a safety-relevant defect in the subject matter of the contract, they are required to request that the customer shut down the machine and obtain written confirmation from the customer that the defect was brought to their attention. Remote maintenance of a machine where safety devices have been disabled or tampered with may be denied by the remote maintenance technician without this constituting a limitation of the agreed scope of services.

To the extent that the employees of the customer execute tasks in accordance with the telephonic instructions of Koenig & Bauer PressSupport24 Sheetfed, this shall not release the customer of their duty of care to comply with the relevant precautions and safety measures, and to use properly trained and qualified personnel in this regard.

If any information from the customer in connection with a fault or the required information is missing or erroneous, Koenig & Bauer shall not be liable for any faults that arise from any instructions provided by Koenig & Bauer in consequence thereof. The customer shall be solely liable for its own employees. Koenig & Bauer shall accordingly not assume any liability for the activities performed by the customer.

Koenig & Bauer shall not be liable for any damages, irrespective of when such damage occurred or will arise and howsoever caused. In particular, Koenig & Bauer shall not be liable for any consequential damages. These provisions shall not exclude claims for compensation in respect of the intentional or negligent conduct, culpable injury to life, limb, or health, or when strict liability in terms of the Product Liability Act applies.

In the event of proven culpable breach of material contractual obligations (such as obligations which characterize the contract and on which the customer can reasonably rely), the contractor shall also be liable for slight negligence, in the latter case limited to the reasonably foreseeable damage typical of the contract.

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The exclusion or limitation of liability in favor of Koenig & Bauer Sheetfed AG & Co. KG shall also apply in respect of the employees, representatives and agencies of Koenig & Bauer Sheetfed AG & Co. KG and its affiliates.

All further claims for compensation are excluded.

## **11 Statute of limitations**

All claims by the customer will become statute-barred after 12 months regardless of the basis. In respect of intentional or grossly negligent conduct, the culpable injury to life, limb, or health, and for claims in terms of the Product Liability Act, the statutory periods of limitation shall apply.

## **12 Jurisdiction and applicable law**

German law shall apply in respect of all disputes that arise in respect of the RM service contract and these general terms and conditions, excluding the provisions of the United Nations Convention on the International Sale of Goods. The place of jurisdiction shall be Wuerzburg.

## **13 Written form requirement**

Changes to the RM service contract must be in writing. This requirement shall also apply in respect of changes to this written form requirement.

## **14 Severability clause**

If any individual provision of these general terms and conditions of Koenig & Bauer Sheetfed AG & Co. KG is invalid or void, this shall not affect the validity of the remaining provisions; an ineffective provision shall be replaced by mutual agreement with a corresponding valid provision in writing.