

SCHÄFERROLLS GMBH & CO. KG

SPECIAL BUSINESS TERMS AND CONDITIONS REGARDING CONSULTING SERVICES (SRMS) FOR THE COUNTROLL® PLATFORM

§1 General information – scope

(1) The Special Business Terms and Conditions shall apply in addition to the General Business Terms and Conditions to all current and future business relationships in the business transactions with companies regarding consulting services for the countroll® platform.

(2) Our services are provided exclusively on the basis of the contract concluded, the General Business Terms and Conditions and the Special Business Terms and Conditions, the service descriptions, and the corresponding price lists applicable during the relevant service period.

(3) The contract consists of these business terms and conditions («Special Business Terms and Conditions»), the offer and the order confirmation as well as all additional agreements concluded under the General Business Terms and Conditions and the Special Business Terms and Conditions. Any deviating provisions in the Special Business Terms and Conditions or in the service description shall take precedence over the General Business Terms and Conditions. In the event of uncertainties and inconsistencies between the Special Business Terms and Conditions and the attachments, the Special Business Terms and Conditions shall take precedence over the attachments, unless an attachment specifies that the Special Business Terms and Conditions are to be deviated from and specifies the provision that is to be deviated from. Incidentally, more recent documents shall take precedence over older documents.

§2 Subject matter of the contract and services

(1) We provide consulting services («Services») in connection with the use of the countroll roller management platform («countroll Plattform») as part of the SchäferRolls Management Service (SRMS). Services are provided on the basis of a contract for services within the meaning of §§ 611 et seq. German Civil Code [Bürgerliches Gesetzbuch — BGB]. This contract does not cover services under a contract for services. We shall be responsible for the performing the Services and not for ensuring success.

We shall support the customer in SRMS by providing the following Services, among other things:

- Project management support
- Implementation support
- Installation support for the sensors required to use the countroll Plattform
- User support services in the area of data analysis and analytical reports
- Training courses
- First-level support

Details of the Services to be provided by us are set out in the offer and in the order confirmation.

(2) We shall provide the Services in a professional manner, diligently, applying the generally recognised rules of technology and in compliance with the requirements agreed in the service specification.

(3) We shall inform the customer without undue delay in writing or in text form if obstacles or impairments occur that affect our performance or if we have reason to believe that there is a serious risk that such obstacles or impairments may occur. Our obligation to provide the Service shall remain unaffected by this.

(4) Unless explicitly agreed otherwise, we are not obligated to check the correctness or completeness of any services, documents and information provided by the customer. If we realise that the services to be rendered by the customer need to be modified in view of facts or requirements that have become known to the customer in the meantime, we shall inform the customer of this promptly in writing or in text form. The same duty to inform shall exist if we realise that the customer's information or requirements are incorrect, incomplete, unclear or objectively unsuitable for execution.

(5) The prerequisite for our consulting Services is the conclusion of a contract with Hannecard NV, the operator of the countroll Platform, governing the use of the countroll Platform. The other contracts on which the use of the countroll Platform and our consulting Services are based are distinct contractual relationships between different parties that are not interdependent or mutually dependent. In this context, we are not a sub-licensor or reseller of the services of Hannecard NV. We have neither the right nor the authority to act on behalf of Hannecard NV or to bind Hannecard NV in any way. In particular, we make no representations or warranties in relation to the countroll Platform on behalf of Hannecard NV.

§3 Persons commissioned by the contractor, fictitious self-employment

(1) The persons we commission shall not enter into an employment relationship with the customer and shall not be subject to the customer's authority to issue instructions. The contracting parties shall take organisational measures to ensure that the persons commissioned within the scope of the provision of Services are exclusively subject to our disciplinary authority and right to issue instructions. This shall apply in particular if persons commissioned by us provide the Services on the customer's premises. The persons commissioned to provide the Services shall not be integrated into the customer's organisation.

(2) We are authorised to use subcontractors for the provision of Services. The customer shall not unreasonably withhold consent to the use of our subcontractors.

§4 Services provided by the customer

(1) The customer shall remain responsible for the SRMS project and its success. Notwithstanding the above, we shall be responsible for the contractual provision of the Services owed by us under this contractual relationship.

(2) The customer shall provide us with rooms and workstations if required. In addition, the customer shall proactively provide us with all documents and information available to it and required for the provision of the Services in good time and in full and shall ensure that a sufficient number of suitable contact persons with the necessary expertise are available on the customer's side.

(3) Further specific services provided by the customer that are important for our Service provision are set out in the offer or the order confirmation.

(4) The customer shall grant us and our personnel access to its business premises during normal business hours if required.

(5) The services to be provided by the customer shall constitute a genuine contractual obligation towards us and not merely a non-contractual obligation. If the customer does not provide the services it is obliged to provide or does not provide them in accordance with the contract, and if this has an impact on the Services to be provided by us, we may – without prejudice to other rights – demand an appropriate amendment of the contractual agreements (e.g. changes to the schedule and remuneration). If we incur additional expenses as a result of the customer's failure to provide the services in accordance with the contract, we shall be entitled to invoice the customer for these additional expenses on the basis of a separate agreement.

§5 Place of performance

We shall provide the Services by prior arrangement and, if necessary, at the customer's business premises. If it is not necessary to carry out the work at the customer's business premises, we shall be free to choose the place of performance.

§6 Remuneration/mode of payment

(1) The customer shall pay for the Services on the basis of costs incurred, taking the offer and order confirmation as a basis. Material costs shall be remunerated separately in the amount actually incurred. All prices are subject to the applicable statutory value added tax, which must be shown separately.

(2) Reasonable travel costs and expenses shall be reimbursed separately in the amount actually incurred.

(3) Travel times shall be remunerated in accordance with the offer and order confirmation.

(4) Invoices shall be issued on a flat-rate, time and/or material basis (see offer and order confirmation). Invoices issued on a flat-rate basis shall be issued annually in advance and invoices issued on a time and/or material basis shall be issued monthly and retrospectively for Services rendered in the previous month.

(5) We shall enclose an auditable proof of performance for the Services provided and invoiced by the customer with the monthly invoice.

(6) Payment shall be due upon receipt of the invoice and shall be payable within fourteen (14) days after receipt of the invoice.

§7 Qualitative defects in performance

(1) The customer shall inform us without delay in writing or in text form if it recognises that

our Services have not been provided in accordance with the contract. In doing so, the customer shall specify the failure to provide the Services in accordance with the contract in as much detail as possible.

(2) To the extent that the customer has complied with its duty to inform pursuant to Paragraph 1 above, we shall, in the first instance, be obliged to provide the Service in question in accordance with the contract within a reasonable period of time at no additional cost to the customer, insofar as it is possible and reasonable to provide the Service at a later stage (subsequent fulfilment). The customer shall not be obliged to provide subsequent fulfilment if it is not responsible for the non-contractual provision of Services; the presumption of conformity of § 280 (1) (2) BGB shall apply (accordingly).

(3) Insofar as subsequent fulfilment for non-contractual provision of Services for which we are responsible is not possible or is not successful in essential parts for reasons for which we are responsible, even within a reasonable grace period set by the customer, the customer shall be entitled to terminate the contract without notice for good cause. In this case, we shall be entitled to remuneration for the Services provided up to the point that the termination becomes effective. However, the entitlement to remuneration set out in Sentence 2 above shall lapse for such Services that are of no interest to the customer as a result of the termination. The customer shall provide us with a substantiated written explanation of the Services to which this applies within two (2) weeks of receipt of the termination.

(4) Further claims due to qualitative defects in performance are excluded. This exclusion shall not apply in the event of a) wilful intent, b) gross negligence, c) the breach of obligations essential for the performance of the contract, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer could rely, and d) injury to life, limb or health.

(5) Claims due to qualitative defects in performance shall lapse one (1) year after the statutory limitation period has begun. The above limitation period shall not apply in the event of qualitative defects in performance due to our intent or gross negligence, that of our legal representative or agents, injury to life, limb or health, or liability under the German Product Liability Act (*Produkthaftungsgesetz*). In these cases, the statutory limitation period shall apply.

§8 Liability

(1) Unless otherwise stated in the following provisions and the General Business Terms and Conditions, the contracting parties shall be liable to each other in accordance with the statutory provisions.

(2) The customer shall be responsible for the regular backup of its data. In the event of a loss of data for which we are responsible, we shall only be liable for the expenditure required to restore the data if the customer has properly backed up its data.

(3) Contractual liability claims shall become time-barred one year after the statutory limitation period begins. This shall not apply in the event of intent or gross negligence on the part of the contractor, its legal representative or agents, or in the event of injury to life, limb or health. In these cases, the statutory limitation period shall apply.

(4) Liability under the German Product Liability Act shall remain unaffected.

§9 Confidentiality

(1) Confidential information is all information and documents in written, oral, electronic or other form, including all documents on which this contractual relationship is based, which are either marked as confidential or whose confidentiality results from the circumstances or the nature of the information itself. Confidential information shall include, in particular, technical, business and other information, for example, information relating to technologies, products, services, prices, customers, employees and strategies. Confidential information as defined above shall also include all information and documents relating to countroll software and/or the countroll Platform and/or countroll services.

(2) Confidential information shall not include the following: a) information that was already known to the receiving contracting party at the time of its receipt from the other party in connection with this contract b) information independently developed by the receiving contracting party without use of the other contracting party's confidential information c) information acquired by the receiving contracting party from a third party legally entitled to use and disclose such information d) information that is or becomes generally available through no fault or wrongful act of the receiving contracting party.

(3) The contracting parties shall treat all confidential information that one contracting party discloses to the other contracting party under this contract or receives from the other contracting party as confidential and shall use it exclusively for the purpose of providing Services under the contractual relationship in question. They shall protect confidential information from unauthorised access and treat it with the same care that they apply to their own, equally confidential information, but at least with the care exercised by a prudent businessperson.

Confidential information may only be disclosed to persons belonging to the respective contracting party and only if the persons concerned are obliged to maintain confidentiality on the basis of a contractual provision that corresponds to the confidentiality obligation of this §9 and insofar as this is necessary for the execution of this contract (»need to know«); Paragraph 4 shall remain unaffected by this.

(4) The receiving contracting party shall not disclose confidential information to a third party without the prior written consent of the other contracting party unless a) this is necessary due to mandatory legal requirements or an order by a court or administrative authority and the receiving contracting party has informed the other contracting party in writing without delay of the respective obligation and given it the opportunity to object to the disclosure, or b) the confidential information is made available to consultants of the receiving contracting party in connection with the execution of this contract and the respective consultant has previously undertaken in writing to the receiving contracting party to maintain confidentiality in accordance with the provisions of this §9 or is already obliged to maintain confidentiality by virtue of the consultant's profession c) authorised subcontractors of the contractor require the customer's confidential information to provide their services and the respective subcontractor has previously undertaken in writing to the contractor to maintain confidentiality in accordance with the provisions of this §9.

(5) At the end of the contract, the contracting parties shall return to each other the confidential information received from the other contracting party or destroy it in an appropriate manner. Insofar as the contracting parties are obliged to store confidential information of the other contracting party due to mandatory provisions of commercial or fiscal law, they shall be authorised to make copies of this information to the extent necessary in each case.

(6) Subject to further confidentiality obligations due to mandatory legal requirements, this confidentiality obligation shall continue for a period of five (5) years after this contract has ended.

§10 Termination

(1) The minimum term for the consulting Services listed in the offer and in the order confirmation is one (1) year. The contractual relationship shall be extended indefinitely after this minimum term and can be terminated at any time with a notice period of one (1) month.

(2) The right of both contracting parties to terminate the contract for good cause shall remain unaffected. If the good cause consists of a breach of contractual obligations by the other contracting party, an announcement of the termination for good cause shall be made in writing. The contracting party in breach of contract shall receive a written warning and be given the opportunity to remedy the situation giving rise to the good cause within fourteen (14) calendar days of receipt of the warning. A warning shall not be required if a) the contracting party in breach of contract seriously and ultimately refuses to fulfil its obligations, b) the contractor fails to perform the Service on a date or within a period specified in the contract and the customer has bound the continuation of its interest in performance to the timely performance of the Service in the contract, or c) special circumstances are involved that justify immediate termination after weighing up the interests of both parties.

(3) Notice of termination shall be in writing. To comply with the written form requirement, it shall be sufficient to send the notice of termination with a scanned signature by e-mail.

§11 Final provisions

(1) The rights and obligations arising from this contract shall not be assigned to third parties without the prior written consent of the other contracting party.

(2) A contracting party shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised in writing by the other contracting party.

(3) A right of retention by the contracting parties is excluded, unless the counterclaim of the respective other contracting party originates from the same contractual relationship and is legally established or ready for decision, undisputed, or recognised in writing.

(4) There shall be no verbal collateral agreements. This agreement can only be amended, cancelled or supplemented in writing. This shall also apply to the amendment of the written form requirement. To comply with the written form requirement, transmission by e-mail with a scanned signature shall suffice.

(5) The place of performance shall be the customer's registered office. If the contracting parties are merchants, legal entities under public law or special funds under public law, the exclusive place of jurisdiction for any legal disputes in connection with this contract shall also be the registered office of the customer, unless there is another mandatory place of jurisdiction.