

General terms and conditions of use for the KHS Connect platform

Section 1 General provisions

(1) KHS GmbH, Juchstraße 20, 44143 Dortmund, Germany (hereinafter “**KHS**”) enables its customers to access availabilities and prices of spare parts, status reports on existing orders and additional information on KHS products using the Internet. Through this web-based platform entitled “KHS Connect” (hereinafter “**Platform**”), it is also possible to request concrete offers from KHS or submit orders to KHS. An actual contract is not concluded through this Platform. In addition to the aforementioned basic services, the customer can have certain extra functions and services activated on the Platform, such as the display of production data from KHS machines. For the use of the KHS ConnectApp Access product, a separate contract must be concluded between the customer and KHS.

(2) These general terms and conditions of use (hereinafter “**Terms of Use**”) contain the conclusive terms and conditions for use of the Platform that apply between KHS and the customer. Provisions that deviate from these Terms of Use shall only apply if confirmed by KHS in writing. By accepting these Terms of Use in the course of registration, the customer recognizes these Terms of Use as being determinative.

(3) The customer shall be notified of any changes to these Terms of Use by KHS in writing, by telefax or by email. If the customer does not object to such changes within six weeks following receipt of the notification, the changes shall be deemed agreed. In the event of changes to the Terms of Use, the customer shall be advised specifically of its right to object and the legal consequences of remaining silent.

Section 2 Scope of services

(1) The Platform enables the customer to access availabilities and prices of spare parts, status reports on existing orders and additional information on KHS products (such as conversion options) on the one hand and to request concrete offers from KHS or submit orders to KHS on the other. The use of the Platform is free of charge for the customer.

(2) In summary, the scope of services provided by KHS thus comprises the following:

- Provision of various Platform usage options following registration
- Ability to submit requests for concrete offers and orders to KHS
- Creation of additional channels of information and communication between KHS and the customer.

(3) Specific availability of the scope of services is not assured.

Section 3 Registration and access to the Platform

(1) The Platform may only be used following registration with and authorization by KHS. There is no entitlement to authorization or use of the Platform.

(2) During the course of registration, the customer must give its contact details (form of address, title, first name, last name, email address) and accept the present Terms of Use and valid data protection notice. Registration is approved by confirmation of receipt sent by email. A gratuitous contract of use between the parties is formed on approval.

(3) The customer shall be responsible for ensuring that the information submitted to KHS during the course of its registration is true and complete. It undertakes to immediately notify KHS of all future changes to the information it has submitted.

(4) KHS shall be entitled to withdraw its approval for the customer to use the Platform or to block access to the same should there be reasonable grounds to suspect that the customer has violated these Terms of Use. The customer can prevent this by providing suitable proof at its own expense that relieves it of suspicion.

(5) All logins are individualized and may only be used by the respective authorized customer. The customer is obliged to keep its login and password secret and to protect these against unauthorized access by third parties. The customer shall immediately notify KHS in the event of suspected misuse by a third party. As soon as KHS has received notification of any unauthorized use, it will block access for the unauthorized customer. KHS reserves the right to change a customer's login and password; in such an event, KHS shall notify the customer thereof without delay.

Section 4 Use of the Platform

(1) Following successful registration, the customer is able to request concrete offers for KHS products or place orders directly with KHS through the Platform. In individual cases, queries about certain KHS products (such as spare parts) may also be submitted without a KHS material number being quoted but by instead uploading a photo or drawing of the relevant KHS spare part.

(2) The aforementioned measures are deemed precontractual measures. A contract is not concluded through the Platform but only following a written declaration by KHS outside the Platform. Orders placed through the Platform are, however, legally binding as they qualify as an offer from the customer.

(3) Action undertaken using the respective login is always attributed to the customer. The customer is responsible for all declarations of intent it itself submits on the Platform. The customer shall be held liable to a foreseeable extent for declarations made by third parties under the customer's user account according to the principles of a contract containing protection for third parties.

(4) KHS reserves the right to change or extend the content and structure of the Platform and associated interfaces if the fulfillment of the purpose of the contract concluded with the customer is not (significantly) affected as a result. KHS shall inform Platform customers accordingly of any changes.

(5) Insofar as, in an exceptional case, KHS provides links on the Platform to third-party websites with third-party content, when first linked this third-party content is checked as to whether it creates liability under civil or criminal law. It cannot be ruled out that content is later altered by the respective providers. KHS does not constantly check the content of linked websites for changes that may result in new liability. Customers of the Platform are advised to consult the valid general terms and conditions of business and the data privacy statements/data protection notices of the respective providers on the redirected/linked websites.

Section 5 Liability of KHS

(1) KHS is liable to the customer in all cases of contractual and non-contractual liability in the event of willful misconduct or gross negligence in accordance with the legal provisions for damages or reimbursement of wasted expenditure.

(2) In other cases, KHS is liable – insofar as nothing to the contrary has been stipulated in (3) – only on violation of a contractual obligation whose fulfillment renders the proper execution of the contract possible and on whose fulfillment the customer may duly rely (“cardinal obligation”); this shall be limited to the replacement of foreseeable damages typical for this type of contract. In all other cases KHS shall not be held liable subject to the provision in (3).

(3) Any liability of KHS for damage due to injury to life, limb or health or pursuant to the German *Product Liability Act* shall remain unaffected by the foregoing restrictions and exclusions of liability.

(4) Insofar as the Platform enables redirection to content issued by third parties, KHS shall not be liable for the accessibility, state or security of this third-party content. In particular, KHS shall accept no liability for the legality, accuracy of content, completeness or actuality thereof.

Section 6 Further duties of the customer

(1) The customer is obliged to cooperate when investigating attacks by third parties on the Platform, insofar as such cooperation on the part of the customer is necessary.

(2) The customer shall also undertake to abstain from any measures which may jeopardize or disrupt the proper functioning of the Platform and to not access data it is not authorized to access.

Section 7 Data processing and KHS' duty of confidentiality; trade secrets

(1) KHS' servers are protected according to the state of the art, in particular by firewalls. The customer is aware of the fact, however, that there is a risk for all participants that transferred data may be read out during transmission. This does not only apply to the exchange of information by email that exits the system but also to the integrated messaging system and all other data transmissions. The confidentiality of the data transmitted during use of the Platform can therefore not be guaranteed.

(2) The customer agrees that KHS may store information and non-personal data on the use of the Platform in an anonymous form and that it may then use this in this anonymous form for internal purposes, e.g. to draw up statistics.

(3) KHS is entitled to process and store non-personal data received from the customer during the term of the contract of use in conjunction with the contractual relationship. Further, the customer consents to KHS storing and processing the information provided by the customer in the course of registration and any appropriate updates notified by the customer.

(4) KHS shall otherwise treat with confidentiality all data pertinent to the customer that it has marked as confidential and only use it pursuant to these Terms of Use. KHS reserves the right to deviate from this provision if it is required to disclose data of the customer by legal or official regulations.

(5) Regarding personal data, reference is made to KHS' data privacy statement that can be found at <https://www.khs.com/en/data-privacy-statement-KHSconnect>.

(6) KHS may only obtain, use or disclose trade secrets of the customer pursuant to Section 2 (1) of the German *Law on the Protection of Trade Secrets* (GeschGehG) within the scope of application of Section 1 GeschGehG according to the provisions of Sections 3, 4 and 5 GeschGehG.

Section 8 Term of the contract

(1) The contract of use based on these Terms of Use is concluded for an indefinite period. It commences with the approval of a registration by KHS pursuant to Section 3.

(2) The contract may be terminated by both parties with a notice period of three months to the end of the month.

(3) Each party has the right to terminate the contract for good cause without observing a period of notice. Good cause for KHS constitutes in particular:

- (a) the breach by a customer of the provisions of these Terms of Use that is not remedied despite a suitable deadline being set;
- (b) tortious action by a customer or the attempt at such action, such as fraud;
- (c) persistent disruptions to operation as a result of force majeure that are beyond the control of KHS, such as natural disasters, fire or the collapse of line networks through no fault of KHS.

(4) Each notice of termination must be served in writing. Terminations by fax or email meet the requirement for written form.

Section 9 Final provisions

(1) The law of the Federal Republic of Germany shall apply without reference to the UN *Convention on the International Sale of Goods*. Place of jurisdiction for all legal disputes is Dortmund, Germany. In addition, KHS shall also be entitled to file legal action at the customer's general place of jurisdiction.

(2) Should individual provisions of these Terms of Use be deemed or become void and/or contradict the statutory regulations, the validity of the remaining provisions of the Terms of Use shall remain unaffected thereby. By mutual agreement, the invalid provision shall be replaced by the contracting parties by a provision that legally best serves the economic purpose of the invalid provision. The above provision applies analogously in the event of any omissions.

As of: March 2025

Terms of use for KHS ConnectApp Access

Section 1 General provisions

(1) KHS GmbH, Juchstraße 20, 44143 Dortmund, Germany (hereinafter “**KHS**”) enables its customers to access availabilities and prices of spare parts, status reports on existing orders and additional information on KHS products free of charge on the Internet using the web-based KHS Connect platform (hereinafter “**Platform**”). Through this Platform it is also possible to request concrete offers from KHS or submit orders to KHS. The Platform may only be used following registration by the customer and authorization by KHS. During the course of registration, the customer gives its contact details (form of address, title, first name, last name, email address, country and customer number) and accepts the general terms and conditions of use for the KHS Connect platform (hereinafter “**Platform Terms of Use**”) and the valid data protection notice.

(2) In addition to the aforementioned basic services provided by the Platform, the customer can use certain extra functions and services that are offered as KHS ConnectApp Access (hereinafter also “**Product**”). These terms of use for KHS ConnectApp Access (hereinafter “**Terms of Use**”) govern the rights and obligations of KHS and the customer in conjunction with the use of the Product and all related services. The Product may only be used following registration and login on the Platform.

(3) When ordering the Product, the customer must accept the present Terms of Use and the valid data protection policies. These Terms of Use shall apply in addition to the Platform Terms of Use that can be accessed through [this link](#). In the event of contradictions, these Terms of Use shall take precedence.

(4) The customer shall be notified of any changes to these Terms of Use by KHS in writing, by telefax or by email. If the customer does not object to such changes within six weeks following receipt of the notification, the changes shall be deemed agreed. In the event of any changes to these Terms of Use, the customer shall be advised specifically of its right to object and the legal consequences of remaining silent.

Section 2 Scope of services

(1) With this Product, KHS enables the customer to network its KHS machines with the Platform, with which machine data can be displayed, analyzed or used for other purposes on the Platform with just a brief delay. Further details can be found in the description of services for the Product.

(2) Technical connection of the Platform to the customer’s respective KHS products is prerequisite for use of the Product. To this end, special hardware with installed software (hereinafter “**Edge Device**”) is required that is technically linked up to the KHS product (such as a machine). The machine data is displayed to the customer in its respective customer section on the Platform and can be viewed in the same following login. Once the Edge Device has been linked up to the customer’s Internet connection and following activation of the licenses and the software installed on the Edge Device (hereinafter “**Software**”) by KHS, normally by **remote access**, for the contractual term of the Product data can be exchanged between the Edge Device and the Platform through a technically connected cloud infrastructure separately managed by KHS that is required to process the machine data (hereinafter “**KHS ConnectApp Cloud**”). In total, the Product includes the following individual services:

- Assistance with the technical connection of the Edge Device to the Internet
- Activation of the Software installed on the Edge Device
- Operation of the Platform

- Operation of the KHS ConnectApp Cloud for the purpose of processing the machine data received from the Edge Device and transfer to the Platform
- Provision of the KHS 24/7 HelpDesk as a support service for the Product to the extent given in section 2 (4)
- Remote maintenance of the Edge Device software, including installation of current updates and patches.

The technical requirements to be met by the customer for use of the Product are given in the description of services for the Product. Contrary to this, the delivery and installation of the Edge Device itself are not governed by these Terms of Use but by KHS' general terms of sale. It is emphasized that the Software preinstalled on the Edge Device does not become the property of the customer. The use thereof is on a license basis once an order has been placed for the Product and is restricted to the term of the contract for the Product. Details are regulated in section 3.

(3) KHS is only responsible for the provision of storage space in the KHS ConnectApp Cloud and for the backup of the machine data transmitted from the Edge Device and processed by the KHS ConnectApp Cloud. KHS is not obliged to ensure uninterrupted availability of the Software, Platform and/or the KHS ConnectApp Cloud or an availability rate. Here, KHS merely has a duty to try and ensure said availability. KHS pledges to take suitable, state-of-the-art precautions against data loss and to prevent unauthorized access by third parties to the customer's data on the Platform and in the KHS ConnectApp Cloud. For this purpose, KHS shall perform backups at least once a day. Data is stored for a maximum of one calendar year. Above and beyond this, KHS does not have any safekeeping obligations or other duties of care.

(4) With its **KHS 24/7 HelpDesk** KHS has established a support service for customer inquiries about the functions of the Product. Inquiries can be made through the support hotline named by KHS on its website at the given times or by email. Inquiries are processed in the order in which they are received. The processing of customer inquiries through the KHS 24/7 HelpDesk that serve to clarify and remedy technical problems with or faults in conjunction with the Product shall not be invoiced. All other customer inquiries regarding the Product (such as explanations of dashboard functions) are invoiced on an hourly basis through the KHS 24/7 HelpDesk.

(5) KHS shall ensure that the Edge Device software is always kept up to date and that any faults are remedied. To this end, KHS undertakes to install the respective current version of the Software (version upgrade) or, in the case of optimizations, the adapted Software update for the customer within an appropriate period on the Edge Device by **remote access**, whereby the customer must meet all of the technical requirements necessary for this purpose. In the event of technical faults on the Edge Device, the provisions governing the above support services shall apply accordingly. The agreed support service shall only apply with regard to the respective current Edge Device software version.

(6) In order to establish safe remote access according to section 2 (2) and (5) above, the customer is required to provide a secure IT infrastructure. The customer is solely responsible for designing, implementing and maintaining a holistic, state-of-the-art security concept to protect its operating facilities, systems, machines and networks against unauthorized access, destruction, disclosure and/or changes to information or comparable scenarios that can have a negative impact on the customer's operating facilities, systems, machines and networks. The latter shall thus ensure in particular that the necessary technical and organizational measures in the sense of section 32 GDPR are taken to enable safe remote access by KHS.

Section 3 Software use

(1) KHS holds the necessary rights to the Software, regardless of whether this is run on the Platform, KHS ConnectApp Cloud, Edge Device or any other systems.

(2) For the purpose of using the Product, KHS shall grant the customer a simple, non-exclusive, non-transferable and non-sublicensable right that is limited to the term of the contract to use the Software for the purpose for which it is intended and only for internal business processes.

(3) The Software source code shall not be made accessible to the customer who is obliged to neither itself perform, have performed nor enable reverse engineering, disassembly, decompilation, translation or unauthorized disclosure, unless this is permitted by applicable mandatory law.

(4) The customer must not duplicate the Software unless this is necessary for use pursuant to the contract or for the purpose of creating an adequate backup or for disaster recovery or if otherwise permitted according to mandatory legal regulations. Duplication in accordance with the contract includes loading the Software into the RAM but not, however, installation or storage, even if only temporary, on customer data media (such as hard drives or similar).

(5) KHS reserves the right to use the customer's machine data for the purpose of fulfillment of this contract. The former is also entitled to make permanent use of and store this data free of charge for its own business purposes, in particular for the optimization of its own systems and for product improvement and improvement of offers and services (simple right of use).

Section 4 Warranty

(1) KHS shall ensure the functional and operational readiness of the Platform, KHS ConnectApp Cloud and Software and all services related to the same according to the provisions of this contract. Unless otherwise specified in the following, the statutory warranty regulations shall apply.

(2) The provision of the Product and support services are regarded purely as services. KHS is liable for defects according to the provisions of service contract law (sections 611 et seqq. of the *German Civil Code*).

(3) Warranty claims by the customer do not exist

- if there are only insignificant deviations from the agreed properties or if the availability of the Product is only slightly impaired;
- in the case of defects caused by non-compliance with the requirements for the Product that are to be met by the customer according to the description of services;
- in the event of incorrect use by the customer;
- if the customer intervenes in the Edge Device and/or Software;
- if hardware, software or other device equipment are used that are not suitable for use with the Product (see the description of services);
- if the customer does not immediately notify a defect and KHS was unable to provide a remedy owing to the failure to notify a defect without delay;
- if and for as long as no remuneration has been agreed for the use of the Product; or
- if the customer is aware of the defect on conclusion of the contract and has not reserved its rights.

(4) Insofar as a defect has been notified by the customer and the customer's warranty claims are not excluded, KHS is obliged to remedy the defect within an appropriate period using measures of its own choosing. The customer shall give KHS reasonable time and opportunity to remedy the defect. For this purpose, employees and representatives of KHS shall be granted free access to the customer's systems should this be required.

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Section 5 Liability of KHS

(1) KHS assumes no liability for uninterruptible readiness for operation or availability of the Product. Any liability on the part of KHS is excluded for loss of data, malfunctions or other losses or damage also

resulting from unauthorized access to the customer's systems, in particular by computer viruses, hackers, malfunctions caused by providers, or by unauthorized users. In particular, any liability is excluded for consequential damages of any kind, such as loss of production or lost profits.

(2) In other cases, KHS is liable – insofar as nothing to the contrary has been stipulated in (3) – only on violation of a contractual obligation whose fulfillment renders the proper execution of the contract possible and on whose fulfillment the customer may duly rely ("cardinal obligation"); this shall be limited to the replacement of foreseeable damages typical for this type of contract. In all other cases KHS shall not be held liable subject to the provision in (3).

(3) Irrespective of any provisions to the contrary in the contract, the foregoing exclusions and restrictions shall not apply in the event of willful misconduct or gross negligence or for damage due to injury to life, limb or health or pursuant to the German *Product Liability Act*.

Section 6 Remuneration

(1) The fee to be paid for use of the Product and the payment period are specified in the respective order (see section 2 above).

(2) KHS is entitled to increase the fee to be paid at its reasonable discretion if additional costs are incurred (section 315 of the *German Civil Code*). Should costs fall, the amount of remuneration is also to be decreased at KHS' reasonable discretion. The dates for a change in remuneration are to be selected in such a way that a reduction in costs becomes at least equally effective as an increase in costs.

(3) KHS shall inform the customer in written form of any changes in remuneration six weeks before the change becomes effective with reference to the right to termination pursuant to sentences 2 and 3.

The customer shall have the right to extraordinary termination of the contract if the fee is increased by more than 5%. The same shall apply if KHS introduces a fee for use of the Product.

Section 7 Force majeure

(1) Insofar and for as long as an act of force majeure exists (hereinafter "**Force Majeure**"), the parties are temporarily relieved of their performance obligations.

(2) Force Majeure is an external event introduced from the outside by elemental forces of nature or by actions of third parties that is unforeseeable by human judgment and experience, cannot be prevented or rendered harmless with economically bearable means even with the utmost care that can be reasonably expected according to the circumstances and which must not be accepted because of its frequency.

(3) The parties can terminate this contract if an act of Force Majeure lasts longer than three months and a mutually agreed contractual amendment cannot be found.

Section 8 Data protection

(1) Should, in the course of the implementation of this contract, personal data be collected during the use of the Software in particular, but not exclusively, the parties shall ensure that all relevant data protection regulations are observed hereby.

(2) Personal data is only collected and used to the extent necessary for the implementation of the contract. Personal data is to be processed on the basis of the instructions issued by the customer; if KHS is of the opinion that an instruction issued by the customer violates data protection regulations, it shall inform the customer of such violation with immediate effect. The parties agree to the collection and use of data collected to this extent.

(3) If necessary, the parties shall reach an agreement governing order processing according to the provisions of article 28 GDPR. In this context, in particular all employees – above all, employees and responsible persons who have access to personal data – are obliged to satisfy the requirements of article 28 (3c) in conjunction with article 32 (4) GDPR.

Section 9 Term of the contract

Contrary to the Platform Terms of Use, a fixed term of twelve months (beginning on conclusion of the respective contract) for contracts governing the use of the Product shall apply that is automatically extended by twelve months unless one party terminates the contract in writing with a notice period of three months to the end of the relevant term. Terminations by fax or email meet the requirement for written form. Termination by email is to be sent to the following KHS email address: Service-contracts@khs.com. Each order is treated as an independent contract, meaning that each order requires separate termination.

Section 10 Surrender of data on termination of the contract

(1) If the contract is terminated, at the customer's request and in return for a separate payment according to the currently valid KHS service rates KHS shall provide the data contained in the storage space assigned to the customer as a download or, at the express request of the customer, it shall also hand over the data on a hard data medium (hereinafter "**Surrender**").

(2) The customer's entitlement to Surrender shall expire should it not assert this claim within 30 days after termination of the contract. The customer is solely responsible for compliance with storage periods under commercial and fiscal law.

(3) Rights of retention and the statutory right of lien pursuant to sections 562 and 578 of the *German Civil Code* to the benefit of KHS with regard to customer data are excluded.

(4) All use of the Software following the termination of contractual relations is prohibited.

As of: March 2025