

General Delivery Terms & Conditions for Projects

I. General Terms

1. Scope

These Terms & Conditions apply to customer project contracts for sales, services, work and materials and/or producing of a work result including consulting services, software licencing and any other contracted services in the field of automation and/or racking system business of STILL(hereafter referred to as "**Deliveries and Services**"). Any other terms & conditions including the customer's conditions of purchase as well as any modifications to or deviations from these Terms & Conditions or any ancillary agreements are only binding for STILL to such an extent as they have been confirmed by STILL in writing. Where written declarations are required in these Terms & Conditions the text form shall meet this requirement.

2. Conclusion of Contract

The content of the contract and the obligations of the parties shall be specified in a written contract duly signed by both parties, or – in the absence of a signed contract – by the written order confirmation of STILL. If a deadline is set by STILL to the customer to accept the offer, the acceptance will only become effective if it has been made within the period stipulated. Should the customer accept the offer with deviations or only after the period stipulated, the contract will only become effective, if STILL confirms the order by a written order confirmation or if the parties enter into a written contract duly signed by both parties. The customer shall be bound to the acceptance of the offer respectively the order for four weeks, this period commencing on the day when the written acceptance or order has been received by STILL.

3. Deliveries and Services

(1) Any data in the offer documents related to Deliveries and Services, such as illustrations and drawings, as well as any details as e.g. to weight, measurements, performance or availability, are deemed to be approximate values with tolerance ranges and do not represent guaranteed quality characteristics. Information in advertisements, which should deviate from the contractual description, is expressly not part of the contract.

(2) The characteristics and quality of the Deliveries and Services are specified in the contract and will not be guaranteed. Deviations must be agreed in writing. The customer shall notify STILL in writing if the required operating and ambient conditions related to the Deliveries and Services deviate from the standard conditions laid down in the product or contract documents and may require adjustments to the standard Deliveries and Services and to the contract. STILL may assume standard requirements and conditions as the basis for the operation of the contracted Deliveries and Services in the absence of any such notification. STILL shall not be responsible for any decisions made or results based on non-accurate or incomplete information of the customer.

(3) STILL is entitled to constructive modifications as part of the ongoing further development of standard Deliveries or components for the Deliveries and Services and as a result of internal procurement policy decisions taken.

(4) Partial deliveries of STILL are permitted.

(5) In case changes to the Deliveries and Services are required in the course of the contract execution, the parties shall agree on the corresponding adjustment of the contract scope, price and timeline in writing. This shall likewise apply, if the requirement for changes to the Deliveries and Services arise from changes in legal provisions or new or changed requirements from administrative or accredited bodies. Any instruction of the customer to execute Deliveries and Services in accordance with a change offer by STILL is considered as the acceptance of the change offer.

(6) Except as otherwise agreed in the contract, STILL reserves the right of ownership as well as any other proprietary rights, industrial property rights like designs, patents, trademarks, copyrights and rights of use in all inventions, data, drawings, technical documentation, other technical information or in any software respectively firmware which are produced by STILL in execution of the contract, which are part of the Deliveries or Services or are used by STILL in the course of the contract execution. Except for the purpose of assembling, putting into operation, operating and servicing the Deliveries and Services, they shall neither be used without the approval of STILL, nor shall they be copied, reproduced, made available or disclosed in any way to third parties for any reason. Any data, drawings, technical documentation or other technical information or software respectively firmware provided or made accessible by STILL to the customer before entering into the contract or during its execution have to be returned or deleted without delay upon STILL's request, if the parties do not enter into the contract or if the contract is terminated.

4. Dates for Deliveries and Services

(1) Any relevant dates for the Deliveries and Services shall be agreed in the contract. The agreed dates shall be subject to the timely clarification of all technical and commercial questions, the receipt any agreed down payment by STILL and to the timely receipt of all required permits and documentation to be supplied by the customer, and furthermore to the customer's compliance with its obligation to co-operate.

In case of Deliveries and Services which require the co-operation of the customer, the Customer shall ensure at its own expense and in a timely manner the availability of all auxiliary means, resources, information, decisions and approvals required for the execution of the Deliveries and Services. This refers in particular to

- qualified staff of the customer

- for racking systems installation means like e.g. lifting platforms according to the STILL Assembly Conditions available under <https://www.still.de/en-DE/company/terms-of-delivery/installation-conditions-for-racking-systems.html> which shall apply in addition to these Terms & Conditions.

STILL shall notify the customer of any failure to provide required resources, information or any other co-operation. STILL will charge the customer the additional time effort and cost resulting from a default or delay of co-operation. The same shall apply for the re-scheduling of agreed dates due to reasons in the sphere of responsibility of the customer. STILL shall strive to minimise the additional time effort and cost.

In case Deliveries are delayed due to reasons in the sphere of responsibility of the customer, STILL shall be entitled to charge the cost for the storage of the delivery items but not less than 0.5% of price for the delayed Deliveries per commenced week, starting 5 working days after the notification of readiness for delivery is sent to the customer. Any further claims for proven additional cost shall be reserved. The customer shall be entitled to prove lower cost.

(2) The fulfilment of the contract shall be under the reservation that the Deliveries and Services are not restricted by any national or international regulations, particularly export control regulations and embargoes or any other sanctions. The parties shall be obliged to provide all information and documentation needed for the export/ intra-community shipment/ import. Delays caused by export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licenses for certain Deliveries and Services cannot be obtained, the contract shall be considered as not concluded regarding the items in question. Any claims for damages related to this or to the abovementioned exceeding of deadlines, shall be excluded.

(3) Generally, any right of withdrawal of STILL or the customer only refers to the part of the contract which is not yet fulfilled. If partly fulfilled Deliveries and Services cannot reasonably

be used by the customer, it shall be entitled to withdraw from these parts of the Deliveries and Services too.

5. Force Majeure

In case the performance of the contract is prevented or delayed by a force majeure event, including but not limited to war, warlike conditions, riots, acts of terrorism, natural disasters, epidemics, accidents, labour disputes (such as strikes, lock outs), arbitrary acts of an official or political nature, significant interruptions of operations that are not temporary or other similar unforeseen circumstances for which STILL is not at fault, the terms and dates scheduled for the Deliveries and Services will be deferred accordingly including a reasonable time for ramp-up. The same shall apply if these circumstances affect a supplier or sub-contractor. STILL shall not be responsible for the above circumstances even if they occur during the delay that has already been existing. STILL shall inform the customer about the beginning and the end of any such major obstacles as soon as possible. Should the further performance of the Deliveries and Services become impossible or unacceptable for STILL due to these circumstances STILL shall have the right to rescind the contract. Likewise, the customer shall have the right to rescind the contract if the force majeure event exceeds 90 days and the receipt of the Deliveries and Services after that time becomes unacceptable for it due to these circumstances.

6. Prices and Payments

(1) Unless otherwise set out in the offer of STILL, the price offer of STILL is valid for 4 weeks.

(i) Deliveries:

Unless otherwise agreed, the prices for the Deliveries are ex works, excluding packaging, freight, duties, taxes, tariffs or any other public charges, travel expenses and related expenses, daily allowances, insurance and other incidental expenses. The packaging will only be taken back if agreed so by special agreement. STILL shall be entitled to raise the price to the level of the new sales price, if the delivery is delayed for a reason beyond the reasonable control of STILL and the sales prices relevant for the customer change until the actual delivery date.

(ii) Services:

If STILL and the customer agree on a lump sum price in the contract for Deliveries and Services consisting of work and materials and/or producing of a work result, this price is deemed to be a net lump sum price in EURO on the basis of the agreed contract scope at the time of the offer respectively at the time of entering into the contract and on the basis of execution during working days (Mo-Fr except public holidays) during usual working hours (8 am – 6 pm) and on the basis of the underlying assumptions and conditions. Unless otherwise agreed, any cost for packaging, cost for dispatch and delivery shall be payable in addition. In case of deliveries abroad, the customer has to bear any duties, taxes, tariffs or any other public charges. If services are performed outside the usual working time, STILL will charge the following additional labour costs: for working days from 6 pm – 8 am and for Saturdays and Sundays 50%, for public holidays, except those on Saturdays or Sundays 150%.

(2) If the contract contains a fixed price for the Deliveries and includes Services by STILL (e.g. commissioning and installation) for which the prices are not fixed, STILL will invoice, beside the price for the Deliveries, the hourly rates of STILL for the time spent for the Services and travel plus the travel expenses, daily allowances, lodging as well as loading times and additional charges for overtime, holiday and Sunday work set out above, unless the parties have agreed otherwise. These price elements shall be invoiced, unless otherwise agreed, on the basis of the applicable price lists of STILL and regarding the travel expenses on the basis of its travel guidelines which are applicable on the date of the performance of

the Services. In case of services abroad, the customer has to bear any duties, taxes, tariffs or any other public charges.

(3) The agreed prices do not include any waiting periods, delays and additional approaches due to reasons STILL is not responsible for; furthermore, they do not include any additional Services or Services deviating from the agreed Deliveries and Services. These shall be invoiced separately.

Unless otherwise agreed, STILL's prices for Deliveries and Services do not include any costs for lubricants, cleaning agents and any other consumable materials.

(4) STILL shall charge the customer for the Deliveries and Services by invoicing according to the invoicing and payment terms in the contract. STILL shall be entitled to partial invoicing according to progress. The invoicing of delivery items which are not part of the installation is reserved.

If not otherwise agreed in the contract, every invoice is immediately payable without deduction upon receipt of the invoice. Should a currency different from EURO be agreed for invoicing, the customer shall bear any risk of currency fluctuations between the offer and the respective invoice of STILL.

(5) Sales tax

The sales tax is based on the applicable sales tax law. In the event of cross-border deliveries, STILL will make use of the existing tax exemptions. The customer shall notify STILL immediately about the relevant turnover ID number if cross-border deliveries are made within the EU and furnish all other proof to such an extent as necessary to obtain a tax exemption under the German or foreign sales tax laws.

Any German or foreign sales tax to be paid over by STILL will be invoiced in addition to the net price and shall be borne by the customer. If sales tax is generated on the basis of payments made before the delivery has been effected (or the service rendered), it will be invoiced separately. The sales tax is due for payment together with the net price.

In case of Intra-Community deliveries into another Member State of the European Union, the customer shall be obliged to confirm the arrival of the shipment in the Member State and he shall adhere to the procedure and / or use the form STILL provides to it. If the arrival of the shipment in the other Member State is not confirmed by the customer, the German VAT applicable at the time of delivery will be charged subsequently.

(6) In the event of default in payment regarding claims arising from an agreement with the customer, STILL has the right to accelerate the maturity of all payment claims arising from the relevant agreement or to demand appropriate security interests for such claims. The same shall apply if STILL's claims are placed at risk by a significant decline in the customer's credit rating. In such cases, STILL also has the right to withhold any outstanding Deliveries and Services unless they are paid for in advance or unless an appropriate security is furnished.

7. Default in Payment

STILL shall be entitled to withdraw from the contract after having set a reasonable period in writing, if the customer does not make an agreed down-payment or any other due payment on time or if it seriously and finally refuses to accept the ordered Deliveries and Services.

If STILL believes that it will not receive the full price for the Deliveries and Services from the customer or will not receive it on time, STILL shall be entitled to refuse the contractual performance by pleading insufficient security, until the consideration due has been effected or the security been provided. If the customer does not effect the consideration due or provide

the relevant security within a reasonable period demanded in writing, STILL may withdraw from the contract.

In the event of withdrawal of the contract, STILL shall also be entitled to demand damages including lost profits. In case STILL withdraws from the contract prior to entering into the contractual performance the lump sum compensation for the damage incurred shall amount to at least 20 % of the price for the Deliveries and Services, unless it can be proven by STILL that the damage is higher or by the customer that the damage is lower.

8. Reservation of Ownership

STILL reserves the right of ownership of the Deliveries and Services including any work results and documentation until all payments from the business relation with the customer have been received. The same shall apply if Deliveries are installed at the customer premises. In this case any connection with a building is deemed to be made for a temporary purpose.

Any processing or transformation of the Deliveries shall be for the benefit of STILL. The processed or transformed Deliveries are considered as under reservation of ownership.

The customer is only authorised to resell the Deliveries in the ordinary course of business and provided that the customer is not in delay with payments. By way of security the

customer assigns to STILL, effective immediately, any and all claims that accrue due to the resale of the Deliveries. The customer shall not be entitled to other dispositions

The customer shall treat the Deliveries with utmost care and carry out any necessary repair, maintenance and inspection work right in time and at his own expense. STILL is entitled to insure the Deliveries for and at the cost of the customer against theft, a breakdown of the machine, water, fire and other damage, unless the customer can prove that he has taken out the relevant insurance himself.

The customer must neither pledge nor assign the Deliveries as a security. The customer shall immediately inform STILL about any attachments, seizures or other acts of disposition effected by third parties. The costs of lifting such measures shall be borne by the customer.

If the customer violates the contract, especially by defaulting the payments, STILL shall be entitled to claim the Deliveries back after a written notice has been issued. Although the customer is under the obligation to hand the Deliveries over, taking them back does not automatically imply a withdrawal from the supply agreement. In this case, the delivery period is suspended and STILL reserves the right to resume the supplies after the cause of the frustration has been removed or the customer has provided a security, with the delivery period then being reconfirmed and reinstated.

At the customer's request, STILL shall undertake to release any securities to which STILL is entitled in excess of 20 % of the value of the claims to be secured.

If the law governing the territory where the delivery items are located does not allow the implementation of the above agreement on the provision of collateral, and if the law allows STILL to secure other rights of the delivery item, STILL may exercise all rights of this kind.

The customer shall assist STILL with the implementation of all measures that STILL may take to protect its property rights or any other right as regards the delivery item.

9. Set-Off and Retention

The customer shall not be entitled to retain payments on the grounds of counterclaims which are disputed and not legally established by a final verdict or to set-off any such counterclaims.

10. Transfer of Risk

If not otherwise agreed in the contract, the transfer of risk of the Deliveries takes place according to Incoterm “**ex works**”. Any delivery clauses shall be construed in accordance with the Incoterms valid at the time of entering into the contract.

If the delivery condition is “**ex works**” and the customer or his appointed representative does not collect the Deliveries on the specified delivery date, which will have to be notified by STILL at least one week in advance, STILL shall be authorised to dispatch the Deliveries at the customer's risk and expense. In both cases, the risk passes to the customer as soon as STILL has handed over the Deliveries to the customer or to his authorised representative or to the freight carrier.

Any Deliveries to the customer may not be rejected by the latter and transfer of risk shall take place if they have defects.

11. Acceptance

If the parties have agreed to conduct an acceptance or if it is mandatory by the applicable law, such acceptance must be conducted promptly after notice of completion.

Any acceptance may be split by STILL at its own discretion into a preliminary acceptance and a final acceptance. In case of such split, the customer may use the Deliveries and Services from the moment of his declaration of preliminary acceptance. Latest at this moment, the risk is handed over from STILL to the customer, if and to the extent risk did not earlier pass upon delivery. The date of preliminary acceptance is also the start date of the limitation period of claims for defects. In the following declaration of final acceptance, the customer shall confirm the agreed functionalities of the Deliveries and Services in operational use and the completeness of the documentation. STILL may request final acceptance whenever the agreed functionalities are met and the documentation is completed. The period between preliminary acceptance and final acceptance shall not exceed six weeks.

STILL is entitled to request partial acceptance after completed partial Deliveries and Services.

The customer may refuse acceptance only in case of material defects of the Deliveries and Services. In the course of the acceptance the customer shall make upon request of STILL all necessary facilities and resources available at any time for any agreed tests and for the acceptance. The acceptance shall be declared within 10 working days as of the notice of completion, if no other deadline is individually agreed in the contract. The customer shall declare acceptance or refuse acceptance under giving reasons for the refusal within this time limit in writing. In case of justified refusal of acceptance, the customer shall grant STILL reasonable opportunity for improvements deemed necessary by STILL and further acceptance tests. If the customer does not declare acceptance or refusal of acceptance within the time limit for the acceptance, the Deliveries and Services are deemed to be accepted. The same shall apply, if the customer refuses acceptance but makes operational use of the Deliveries and Services or part of it.

12. IP-Rights and Right to Use

Copyrights and any other IP-rights in the Deliveries and Services or parts or background thereof (e.g. software, analyses, layouts, process descriptions, specifications, designs, documentation, reports, quotations as well as its preparatory materials) are exclusively held by STILL or its related parties, irrespective of the payment of the contract price. The transfer of ownership in physical delivery items after full payment of the price for the Deliveries and Services shall remain unaffected by this provision.

STILL grants the customer a non-exclusive, transferable, perpetual license to use the IP-rights required for the use of the Deliveries and Services for the purpose of operation and maintenance of the Deliveries and Services. This does not apply for software and third-party IP (e.g. database software) which the customer license directly from the third-party licensor according to the contract.

In regard of software being part of the Deliveries and Services the Software Addendum in section II. shall apply in addition.

13. Warranty

Provided that the Deliveries and Services are under statutory liability for defects respectively under a contractual warranty according the contract, the following shall apply:

13.1 Liability for defects

(1) Duty to inspect and object

The customer can only assert claims concerning defects as to quality of the Deliveries and Services, if he has duly performed his duty to inspect and to give notice of defects as imposed on it according to Article § 377 of the German Commercial Code (HGB). It shall immediately notify STILL in writing of any defects found in a comprehensible way under giving any appropriate information for the identification and rectification of the defects.

(2) Scope of warranty for defects as to quality

If the Deliveries and Services do not conform to the agreed quality or performance characteristics at the time of transfer of risk, the customer's claim for subsequent performance shall cover, at the discretion of STILL, either the repair or the replacement of those parts or the re-work of the Deliveries and Services (or parts thereof) free of charge which are defective or the fitness for use of which is substantially impaired. This shall not apply to extra costs that have been incurred if the Deliveries have been moved to another place than the contractually agreed place of performance. At STILL's option, the repair, replacement or re-work is carried out either at premises of STILL or at the premises of the customer. Replaced parts become the property of STILL.

Claims related to defects do not exist in the event of insignificant deviation from the agreed quality, in the case of only insignificant impairment of usefulness, natural wear of wear and tear parts or damage after the transfer of risk as a result of faulty or negligent treatment, excessive use, unsuitable operating materials, unsuitable surrounding conditions including unsuitable floor conditions, or due to special external influences (e.g. chemical, electrochemical or electrical influences or extraordinary temperature and weather influences) arise, which are not pre-supposed according to the contract, as well as for non-reproducible software errors.

If the customer does not use the Deliveries and Services in conformity with the use agreed or implied in the contract or if the customer executes any modifications, repairs or maintenance to the Deliveries and Services or to any other systems or interfaces affecting the Deliveries and Services by itself or through any third party without consent of STILL, the customer shall have the burden of proof that any malfunction is caused by an original defect of the deliveries and Services at the time of transfer of risk.

(3) Conditions and limitation period for claims related to defects

The customer shall give STILL the opportunity within the regular working hours of STILL to perform the measures deemed necessary by STILL in its reasonable discretion for the rectification of any defects, and it shall provide the necessary cooperation; in case of defects in software in particular the required defects-documentation in order to ensure that any defects found are reproducible. The failure of the customer to cooperate in this way releases

STILL from its obligation of subsequent performance. The customer shall fulfil any required cooperation duties in the context of subsequent performance and its acceptance, if any, free of charge.

In case of defects, any claims of the customer for subsequent performance of the Deliveries and Services shall be time-barred after 12 months from the statutory start of the limitation period. The same shall apply for any further rights or claims in case of defects. This limitation period shall not apply in the context of §§ 438 para.1, no. 2, 634 para.1 no.2 (building, construction) and 479 para.1 (recourse), for which longer limitation periods are prescribed by the law, as well as in case of wilful intent, fraudulent concealment of a defect or non-fulfilment of explicitly guaranteed performance characteristics of the Deliveries and Services. There is no re-start of the limitation period for Deliveries and Services or parts thereof being rectified or replaced during the original limitation period. The statutory provisions regarding suspension or re-start of the limitation period shall apply without modification.

Used deliveries are not under warranty.

(4) Lack of title, infringement of proprietary rights

Unless otherwise agreed in the contract, STILL is obliged to provide the Deliveries and Services free of third-party industrial property rights and copyrights (hereinafter: Proprietary Rights) in the country of the place of delivery. If a third party brings legitimate claims against the customer because of an infringement of Proprietary Rights by Deliveries and/or Services provided by STILL and used by the customer in accordance with the contract, STILL is, within the limitation period set forth in clause 13.1(3) liable to the customer as follows:

STILL will either, at its discretion and expense, obtain a right of use for the Deliveries and Services concerned, modify them so as not to infringe the Proprietary Rights, or exchange them. If STILL is unable to do so under commercially reasonable conditions, the customer is entitled to the rights of withdrawal or price reduction in accordance with clause 13.2.

The aforementioned obligations of STILL only exist if the customer informs STILL immediately in writing of the claims asserted by the third party, does not acknowledge an infringement vis-à-vis the third party and if STILL is solely entitled to all defensive measures and settlement negotiations. If the customer discontinues the use of STILL's Deliveries and Services for mitigation or other important reasons, it is obliged to inform the third party that the cessation of use does not constitute acknowledgment of an infringement of Proprietary Rights.

Claims of the customer are excluded insofar as it is responsible for the infringement of property rights. Claims are also excluded insofar as the infringement of Proprietary Rights is caused by special requirements of the customer or by the fact that the Deliveries and Services are modified by the customer or used together with products not supplied by STILL.

(5) The customer shall only be entitled to any further statutory rights and claims related to defects beyond the right to request subsequent performance, if a period for subsequent performance reasonably set by the customer to STILL elapsed without success and the customer fulfilled its cooperation duties according to clause 13.1(3) and (4) of these Terms & Conditions. Clauses 13.2 and 14 of these Terms & Conditions shall apply exclusively for any further rights or claims of the customer in case of defects of the Deliveries and Services.

(6) Secondary obligations

If the customer cannot use the Deliveries and Services due to STILL's fault, either as a result of the incorrect advice given before or after concluding the contract or the failure to give advice at all, or as a consequence of violating other contractually agreed secondary obligations, especially the instructions how to operate and maintain the deliveries, clause 14

of these Terms & Conditions shall apply, with all further claims on the part of the customer being excluded.

13.2 The customer's right of withdrawal, price reduction and further liability

(1) Frustration

The customer may withdraw from the contract, if STILL is finally not in a position to provide the complete Deliveries and Services before the transfer of risk has occurred. If STILL is only temporarily prevented from providing the Deliveries and Services, the customer shall only be entitled to withdraw from the contract, if STILL does not effect the Deliveries and Services within a reasonable time after the cause of frustration has been removed.

(2) Defects not remedied

Furthermore, the customer may also withdraw from the contract if STILL does not meet a reasonable deadline for rectifying a defect which hinders the suitable use of the Deliveries and Services in the sense of the contract. This deadline must be set in writing by the customer and in setting the deadline the customer must take into account e.g. possible order and delivery periods for necessary components or parts and reasonable time for remedial work on software necessary to carry out the rectification. The deadline is not elapsed without success, if STILL is successfully working on the rectification of the defect or if the customer does not fulfil all cooperation duties in the course of the rectification by STILL. The customer may also withdraw from the contract if the rectification of the defect has finally failed, although at least two additional attempts for acceptance have been granted without success.

It is at the customer's discretion in the above cases to demand a reduction of the purchase price rather than to withdraw from the contract.

(3) Price reduction

If defects of the Deliveries and Services remain after the rectification attempts have been completed, which do not frustrate the use the Deliveries and Services according to the contract purpose, the customer's right to withdraw from the contract shall be excluded. In this case, it shall be entitled to a price reduction. The decrease in value shall be calculated on the basis of Article § 441, paragraph 3, of the German Civil Code (BGB).

(4) Claims for damages in case of defects

Any claims for damages of the customer in case of defects of the Deliveries and Services shall be excluded. However, this shall not apply in case of fraudulent concealment of a defect, non-performance in respect of expressly guaranteed quality characteristics, injury to life, limb or health, where claims are brought under the Product Liability Act, and in cases of breaches of duty by gross negligence or intent. The foregoing provisions will not imply any shift in the burden of proof.

(5) Any further claims or any other claims of the Customer against STILL and its vicarious agents due to a defect, which are not stipulated in clause 13, shall be excluded.

14. Limitation/ Exclusion of Liability

STILL is liable without limitation for personal injury for which it is responsible and, in the event of damage to property caused by it, will reimburse the expenses for the restoration of the property up to an amount of EUR 100,000.00 per loss event, but not exceeding EUR 250,000.00 in total. In the event of damage to data carrier material, the obligation to pay compensation does not cover the cost of recovering lost data and information.

Insofar as the customer is entitled to claims for damages, these shall become statute-barred on expiry of the limitation period applicable to claims for defects in accordance with clauses

13.1 (3) and (4). The same applies to claims of the customer in connection with measures for damage prevention (e.g. recall actions).

Further claims for damages, for whatever legal reason, are excluded. This particularly concerns claims for consequential damages, such as inter alia loss of profit, business interruption, loss of use, loss of interest or loss of information and data.

The exclusion of liability pursuant to this clause 14 does not apply insofar as liability is mandatory, in particular in case of injury to life, limb or health, claims according to the Product Liability Act, in cases of intent or gross negligence, or because of the violation of essential contractual obligations. Essential contractual obligations are those obligations that protect contractual legal positions of the customer, which the contract has to grant according to its content and purpose; furthermore, contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on the observance of which the customer regularly trusts and may trust, are also essential. In case STILL is not liable for intent, gross negligence, injury to life, limb or health or pursuant to the Product Liability Act, STILL's liability shall be limited to foreseeable damages, which will typically occur in such cases.

Further the exclusion of liability shall not apply if characteristics of the Deliveries and Services are explicitly guaranteed and the guarantee is just given for the purpose of securing the customer against damages occurring apart the Deliveries and Services.

A change of the burden of proof to the disadvantage of the customer is not connected with the above liability regulations.

The customer shall take all reasonable measures to prevent or mitigate a pending damage, for which STILL might be responsible. It shall inform STILL immediately about such a pending or actually incurred damage in writing.

15. Confidentiality

The parties shall mutually be obliged to keep strictly confidential any information which is disclosed to either party by the other party or in any other way being accessed by it in the course of initiation and execution of their contract relation, and to use the confidential Information exclusively in the context of the contract. Each Party shall take appropriate precaution measures in order to ensure that unauthorised persons will not get access to any confidential information during the execution of the contract and for 5 years after completion or termination of the contract.

16. No Russia/No Belarus

(1) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technologies (including Industrial Trucks, parts thereof and spare parts) supplied under or in connection with any individual contract, call-off order or purchase order that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006.

(2) Whenever STILL

a) sells, licences or transfers in any other way, intellectual property rights or trade secrets related to goods that fall within the scope of Art. 12ga Council Regulation (EU) No. 833/2014; or

b) grants access or re-use rights to materials or information protected by intellectual property rights or as trade secrets and related to goods that fall within the scope of Art. 12ga Council Regulation (EU) No. 833/2014,

The customer is prohibited from using such intellectual property rights, trade secrets or other information in connection with goods that fall within the scope of Art. 12ga Council Regulation (EU) No. 833/2014 and that are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia. The customer is required to impose the same prohibition on possible sublicensees of such intellectual property rights or trade secrets.

(3) The customer shall use its best efforts to ensure that the purpose of the foregoing paragraphs is not frustrated by any third party in the further supply claim, including potential resellers.

(4) The customer shall set up and maintain an adequate monitoring system to detect conduct by third parties in the further commercial chain, including potential resellers, that would frustrate the purpose of paragraph (1) or (2).

(5) Any breach of the foregoing paragraphs shall constitute a material breach of the respective individual contract, call-off order or purchase order.

(6) The customer shall immediately inform STILL of any problems in the application of the foregoing paragraphs, including any relevant activities of third parties that could frustrate the purpose of paragraph (1) or (2).

17. Use of data, Grant of Rights Under the Data Act

(1) Insofar as the Deliveries and Services include a modem to transmit truck base data for digital services, STILL is entitled to use this data to provide the service. This also applies in cases where the data is assigned to the customer by separate agreement; in such cases, STILL is granted rights in the data as follows:

(2) The customer grants STILL, with respect to readily available non-personal data generated in connection with the use of the Deliveries and Services ("**Relevant Data**"), a non-exclusive, worldwide, perpetual and royalty-free right to access, store, use, otherwise process and make the Relevant Data available to third parties ("**Data Usage Right**"). The Data Usage Right is transferable and sublicenseable and includes the use and disclosure of the Relevant Data for the following purposes:

a) performance of the contract with the customer or activities in connection with such contract (e.g. invoicing, preparation and provision of reports or analyses, financial forecasting, impact assessments, calculation of employee benefits);

b) provision of support, warranty, guarantee or similar services, or assessment of the customer's, STILL's or third parties' claims in connection with the Deliveries and Services or a related service (e.g. for the investigation and remedy of malfunctions of the Deliveries and Services);

c) monitoring and maintaining the functionality, safety and security of the Deliveries and Services or a related service;

d) improving the functioning of a product or related service offered by STILL or an affiliate of STILL;

e) carrying out research projects and developing new products or services, including solutions based on artificial intelligence (AI), by STILL or by third parties acting on behalf of STILL, in cooperation with other parties or through special purpose vehicles (e.g. joint ventures);

f) disclosure of the Relevant Data to third parties (whether for consideration or free of charge);

g) aggregation of the Relevant Data with other data or creation of derived data for lawful purposes (including the creation of benchmarks and analyses), as well as the sale or other provision of such aggregated or derived data to third parties, provided that such data neither permits the identification of specific data of the customer provided by the customer nor enables a third party to derive such data from the data set. STILL shall retain sole ownership of, and all rights of use in, such aggregated or derived data;

h) carrying out quality controls.

(3) STILL undertakes not to use the Relevant Data to gain insights into the customer's economic situation, assets or production methods of the customer, or into the customer's use of the Deliveries and Services or a related service in any other manner that would be capable of adversely affecting the customer's market position in the markets in which the customer is active. When disclosing the Relevant Data to third parties, STILL undertakes to impose the foregoing obligations and restrictions on such third parties as well.

(4) The uses of the Relevant Data agreed in this clause shall not be construed as permitting any use of the Relevant Data that is prohibited by mandatory law. STILL shall implement appropriate technical and organizational measures to ensure that no third party, whether within or outside STILL's organization, carries out any such prohibited use of the Relevant Data.

(5) Where personal data is involved, it will be processed in accordance with applicable data protection laws.

18. Governing Law

All contracts shall be governed by and interpreted in accordance with the German laws excluding the conflict of laws provisions and the UN convention on contracts for the international sale of goods (CISG).

19. Place of Performance and Jurisdiction

The place of performance for deliveries of STILL is the location of performance according to the agreed INCOTERM delivery condition. The place of performance for works and services to be performed at the customer site is the location where STILL is performing such works and services. The place of performance for payments by the customer is the point of payment indicated in STILL's invoice.

Place of jurisdiction for all disputes arising from or in connection with the contract shall be Hamburg, Germany. STILL shall also be entitled to opt for the court that is competent at the place of business of the customer.

II. Software Addendum

1. The customer shall use software and related IP-rights which form part of the Deliveries and Services only in compliance with the agreed conditions of the contract. The customer shall only be allowed to make copies, if they are intended for permitted back-up purposes. Unless otherwise agreed or otherwise stated e.g. on the data carrier or in the software documentation, the customer is entitled to produce two backup copies. Any other copying or dissemination is expressly prohibited.

The use of the software (standard software, firmware and software modules) on other than the agreed equipment requires the written consent by STILL, unless the customer temporarily uses the software on a replacement equipment within the agreed scope, due to a malfunction of the agreed equipment.

Any software included in the Deliveries and Services is provided in object code only.

The customer shall be obliged to treat the software made available as confidential information of STILL.

The customer may not remove or modify any indications regarding confidentiality, copyrights, brands, trade names or any other rights of intellectual or industrial property.

STILL is entitled to take technical measures to protect the software. If this is done, the customer may not remove or evade this protection.

2. The customer shall have the non-exclusive right of use of standard software or firmware with the agreed performance characteristics, even if modified for the customer, provided that software or firmware remains unchanged and is used on the agreed hardware equipment.

The customer shall have the exclusive right of use of software modules with the agreed performance characteristics which are especially produced for the customer, provided that the software modules remain unchanged and that they are used on the agreed equipment. However, STILL and its related parties shall be entitled to jointly use them for the purpose of the contract and to use otherwise at its own discretion for any purpose free of charge any ideas and designs or pre-existing parts of the software on which the modules produced for the customer were based.

3. Unless otherwise agreed in the contract, the agreed prices for Deliveries and Services do not include any updates or upgrades or any other maintenance services related to software.

Unless otherwise agreed in the contract, STILL is not obliged to provide services regarding software provided by a third party or regarding software delivered as part of the Deliveries and Services, which has been modified by the Customer or by any third party.

4. If the Deliveries and Services include the provision or support of an interface to a customer-software system, the Services are limited to the provision or support of an interface as defined in the contract or – if not defined – the provision or support of a standard interface according to general product description by STILL. They do not include implementation or configuration services related to the software system of the customer, unless expressly otherwise agreed in the contract. In no case services include any adjustments, amendments or modifications at the interface of the Deliveries and Services to the software system of the customer or in the software system of the customer, if the software system of the customer and/or its interface to the Deliveries and Services deviates from its definition in the contract.

5. For the subsequent performance related to software products which STILL supplies as part of the Deliveries and Services, the following shall apply under exclusion of any other rights or claims of subsequent performance:

For software whose source code is property of STILL and/or related parties of STILL, STILL will remedy any defects in the software at its discretion by providing an update or upgrade of the software in which the defects are eliminated or a circumvention of the defect is provided by STILL which is reasonably acceptable for the customer.

For software products for which the IP-rights are with a third party and for which STILL is not entitled to changes (e.g. database software) any warranty and liability of STILL shall be restricted to the assignment to the customer of any warranty and liability rights and claims STILL may have against the third-party supplier.

Claims related to defects exist for software that the customer has extended via an interface provided by STILL for this purpose, only up to the interface.

STILL GmbH
Hamburg

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