

Contract No.	C230619_BKM_HU
Lic-Index	SG230052
Date	6/19/2023

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**SIGMA**  
Ingenieurgesellschaft mbH

System contract  
C230619\_BKM\_HU - SG230052  
Licensing of the Program System  
ROHR2 /SINETZ

between

and

BKM NONPROFIT ZRT.  
Kalotaszeg u. 31.  
1116 Budapest  
Hungary

**SIGMA**  
Ingenieurgesellschaft mbH  
Bertha-von-Suttner-Allee 19  
D-59423 Unna  
Germany

- in the following called 'Licensee'

-in the following called 'SIGMA'

The licensee acquires software license(s) of SIGMA Ingenieurgesellschaft mbH according to this contract.

Parts of this contract are:

- The General Contract Terms of SIGMA Ingenieurgesellschaft GmbH, 2018.05
- the program specification. Updates or upgrades will be part of this contract.
- additional agreement

*Please sign on page 4, the program specification and, if applicable, the maintenance agreement.*

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### 1. Object of the contract

SIGMA shall transfer the software listed in the program specification of the system contract (hereinafter referred to as "the software") to the Licensee in a standardized form. The program specification is part of this contract. The program specification sheet shows the software configuration, prices and contact data of the registered program user (as defined in No. 9.5.2). Supplementary changes can be made on a new Program Specification Sheet, signed by both parties, which does not affect the validity of the system contract. The latest program specification is applicable. Additionally the General Contract Terms of SIGMA Ingenieurgesellschaft mbH, current version, are valid.

### 2. Delivery and Scope of Services

2.1 The software delivery contains the installation data, a license activation and a hardware license key. The program shall be delivered in the form owed in the program certificate/in accordance with the specifications with a program documentation manual on a machine-readable data carrier or accessible by data transfer. The databases (files, database material) recorded on machine-readable data carriers are also part of the software.

2.2 The software is supplied including a license key (USB module) which is a mandatory precondition for the reliability performance of the software. The license key shall remain the property of SIGMA and shall be returned without delay to SIGMA in case of contractual malfunctions that lead to a reversal/termination of this contract.

2.3 The loss of the license key is equal to the loss of the license. This loss must be notified to SIGMA without delay.

The replacement of the software shall be agreed individually.

2.4 The Licensee shall receive the software in machine code. There is no right to handover of the source code.

2.5 The Licensee shall be responsible for the installation of the software on his own system environment. In this case SIGMA will supply detailed installation instructions within the meaning of Section 2.1. If the installation is carried out by SIGMA or subsidiaries, the licensee shall make the necessary machine time and the operating personnel for the equipment available without charge for the duration of the installation.

2.6 Representations in test programs, product and project descriptions shall not be deemed to be guaranteed properties / warranted qualities unless they are expressly designated as such.

### 3. Copyright and Rights of Use

3.1 The software provided by SIGMA (program and documentation) is protected by copyright. In the relationship between the contracting parties SIGMA shall have exclusive rights in the software and in other records that are made available in the framework of contract development and implementation.

3.2 Unless otherwise agreed within the meaning of Section 5 SIGMA grants the Licensee a non-exclusive right to use the software as described in this contract and in the program documentation.

The right to use is unlimited with regard to time, unless otherwise agreed within the meaning of Section 5.

3.3 The right to use is limited to a single location / business premises and for processing of the licensee's own business purposes.

If the use shall be extended to other locations e.g. by setting up a network access, it is required to add a separate agreement (WAN - Wide Area Network).

The licensee is entitled to enable its employees to use the software within its premises and temporarily outside its premises. This also applies accordingly to staff from other companies temporarily engaged in licensee specific projects.

Furthermore the licensee is not entitled to enable the use of the software to third-party which is not a licensed program user.

This also applies to companies that are affiliated to the licensee, companies of the same group and other operating facilities and locations of the licensee.

3.4 The Licensee has the right to copy the software in the framework of contractual use. He may load the software in the user memory on the hard disks of the hardware he uses.

3.5 The Licensee may make the backup copies that are necessary for secure operations. These shall be labeled as such and (insofar as this is technically possible) marked with the copyright notice of the original data carrier. The user manual may only be used for internal purposes.

3.6 The copyright notices, trademarks, other reservations of rights, serial numbers and other features that serve to identify the program contained in the software may not be altered or obliterated.

3.7 All other types of utilization of the software, in particular translation, processing, arranging, other reworking (with the exception of decompiling in accordance with §69e of the German Copyright Act (UrhG)) and other dissemination of the software (offline or online) and renting and lending it require our written agreement.

3.8 SIGMA may revoke the rights to use for good cause. Good cause is found in particular if the Licensee is in default with a considerable part of the payment or fails to comply with the conditions of use and does not refrain from this immediately in spite of a written warning from SIGMA with the threat of revocation.

3.9 In case of revocation of the rights of use the Licensee shall return the original software with the corresponding license key and any existing copies and shall delete stored programs. At our request he shall confirm the return and deletion in writing.

3.10. If bankruptcy or composition proceeding are instituted in respect of the Licensee's assets all rights of use granted in this contract shall revert to us. The transaction shall be carried out in accordance with Section 3.9.

### 4. Transfer of licenses

4.1 In case of unlimited use of the software with regard to time the Licensee may only pass the software to a third party if the latter declares his agreement to the continuation of the contract conditions in writing to SIGMA and our consents. SIGMA may not refuse this consent in breach of good faith. SIGMA may in particular refuse its consent if the discounts granted to the Licensee are to be passed to third parties. If the Licensee passes the software to a third party, he shall discontinue the use of the software permanently and shall not retain any copies. He shall hand the data carriers to the third party including the license key and the original program documentation and shall inform SIGMA in writing of the assignment.

### 5. Temporary Licensing/Installments

5.1 If the software is assigned for time-limited use (rent) SIGMA shall grant the Licensee a non-exclusive right to use limited to the corresponding period.

5.2 After termination of the rent contract the right to use shall expire automatically and the Licensee shall return the software with the accessories within the meaning of Section 2.1, and 2.2, without delay. Section 3.9 shall apply otherwise.

5.3 If the Licensee is in default with two (2) successive rent payments or if he is in default with a total of two (2) rent payments in the framework of installments SIGMA shall have the right to terminate the contract without notice without further action. Section 3.9 shall apply.

5.4 If the software is assigned against payment of installments, SIGMA shall retain title in the data carriers until payment of the final installment. Until the final installment is paid SIGMA may revoke the non-exclusive right to use granted to the Licensee at any time in the event of default with payments or non-compliance with these conditions of use. Section 3.9. shall apply.

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## 6. Licensee's Obligations

6.1 The Licensee shall take suitable steps if the software does not function correctly in whole or in part. Before using it in operations he shall test the software thoroughly for its usability for the intended purpose. In addition, he shall secure his data in accordance with the state of the art. He shall ensure that the current data can be reproduced at acceptable expense from databases kept in machine-readable form.

6.2 The Licensee shall take suitable measures to protect the software from unauthorized access by third parties.

## 7. Obligation to Inspect and Submit Complaints / Acceptance Inspection

7.1 The Licensee agrees to inspect the software supplied without delay and to submit notices of defects in writing with exact details (§377 of the German Commercial Code HGB).

7.2 Precondition for subsequent performance is the reproducibility or ascertainability of the defects. The notice of defects must contain information on the type of fault, the module in which the fault occurred, and the work that was carried out when the fault occurred.

7.3 The notice of defect must be addressed exclusively to the address in the program certificate.

7.4 If the software is adjusted to the individual requirements of the Licensee or programmed individually the Licensee shall accept the work. Individual software shall be deemed to be approved in accordance with the contract and therefore accepted if the Licensee does not send a written notice of defect within one (1) month (test phase) of the handover of the software or of its installation.

## 8. Defects of Quality and Defects In Title

8.1. SIGMA shall supply the software to the Licensee free of defects of quality and in title. However, it is agreed that under the state of the art faults in software products cannot be excluded even with the greatest care customary in the business. Defects that lead only to an inconsiderable reduction in the usability of the software shall not be considered.

Impairments of the function that result from the hardware or software environment made available by the Licensee, wrong operation, external fault data, malfunctions of computer networks or from other reasons that originate from the Licensee's sphere of risk shall not be regarded as defects.

8.2 SIGMA does not provide any guarantee for software that is altered by the Licensee, unless the Licensee demonstrates that the change was not the cause of the notified defects.

8.3 In case of defects in quality SIGMA provides services under guarantee in the case of defects in quality through subsequent fulfillment. The subsequent fulfillment can be carried out in particular by assigning a new program version or by SIGMA showing possibilities for avoiding the effects of the defect. The Licensee must accept a new program version if this leads to acceptable updating expenditure for him.

8.4 In case of reproducible faults or those that can be ascertained by means of handwritten or mechanically recorded documentation following written notice within the meaning of 7.2. SIGMA shall at its option remedy the defect without delay and without charge. If a fault in accordance with sentence 1 cannot be detected or if SIGMA is not responsible for the defectiveness of the software product's readiness for service, SIGMA may demand adequate payment for the work carried out.

8.5 In case of defects in title, subsequent fulfillment shall take the form of SIGMA obtaining a legally perfect possibility for using the software for the Licensee. SIGMA may replace the software concerned with software of equal value that conforms to the conditions of the contract, if this is acceptable to the Licensee. If third parties claim industrial property rights against the Licensee the latter shall inform SIGMA without delay. At its option and after consulting the licensee SIGMA shall defend or satisfy the claims. The licensee may not accept claims by third parties on its own initiative. SIGMA shall defend the claims at its own cost and shall indemnify the Licensee against all costs in the context of defending the claims, insofar as they are not based on behavior by the Licensee in breach of his obligations.

8.6. If the subsequent fulfillment is unsuccessful the Licensee shall have the right to reduce the price or to withdraw from the contract.

## 9. Scope of Maintenance Services

SIGMA shall provide support services for the duration of the maintenance period (6 months after delivery if not agreed otherwise) and for the latest released software versions

### 9.1. Scope of Services

9.1.1 SIGMA shall provide the following support services for the Licensee:

- a) Fault analysis and remedying faults;
- b) Supply of updates;
- c) Hotline-Service;

9.1.2 SIGMA shall provide support in principle Monday to Friday between the hours of 9 a.m. and 4.00 p.m. (Central European Time/CET), with the exception of public holidays ("service time"). A maintenance service in excess of this requires a separate agreement.

9.1.3 Support services (in particular the supply of updates and fault remedying) shall be provided basically by shipping data carriers, hotline service and remote data transmission. The Licensee shall provide the necessary technical preconditions on his premises at his own cost.

9.1.4 Support services can only be requested by the person responsible for the Licensee's system

9.1.5 The following are not included in the support services:

- a) Individual changes and extensions to the software;
- b) Support services for third-party software;
- c) Installing and implementing the software on the Licensee's hardware environment;
- d) Changing hardware or operating systems
- e) Instructing and training personnel;
- f) Maintenance services for program parts whose function depends on other data processing programs not acquired from us.

g) Preparing and assigning data processing programs or advising on the use of data processing programs and data processing units;

SIGMA shall only provide services of this kind (a to g) following the conclusion of a separate agreement and against separate payment.

9.1.6. SIGMA shall not provide support for software that is not used under the operating conditions that it stipulated or was amended by programming work by the Licensee or a third party. The operating conditions are contained in the specifications.

9.1.7 SIGMA may commission subcontractors to carry out the support services.

9.1.8 SIGMA is not obliged to provide support for outdated programs

### 9.2 Analyzing and Remedying Faults

9.2.1. SIGMA shall remedy faults the Licensee notifies within a reasonable period of time.

9.2.2. Fault notices shall be sent in writing, by fax or email to the support address.

9.2.3. The licensee shall take over new program versions provided by SIGMA or assign for the purpose of remedying faults insofar as this is reasonable for him.

9.2.4. If it is found during the processing of a fault notice and on a fault analysis that the fault notified by the Licensee does not exist or was caused by circumstances that are not attributable to our software, SIGMA shall be entitled to invoice the costs of processing the fault notice and of the fault analysis on the basis of the current price list.

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9.3 Supplying Updates

9.3.1. SIGMA shall make new program versions with new program services available to the Licensee for updating to amended technical standards or for the purpose of fault remedying and for adapting to changes, for example to the system environment. The new program versions can also contain minor functional improvements / function extensions. This shall not cover program modules with new functionalities. This contract does not include any obligation to publish updates and program releases frequently.

9.3.2. The Licensee shall receive the new program versions in the machine code, where necessary with supplements to the program documentation.

9.4 Hotline Service

9.4.1. The Licensee shall receive technical assistance and support per email in case of malfunctions and advice on using the software.

9.4.2. The telephone hot line is available during our service time (9.1.2).

9.5 Obligations to cooperate

9.5.1 As far as this is necessary the licensee shall cooperate in the provision of the support services. He shall provide SIGMA with all the information required to implement the services. He shall make test data, test capacities and qualified personnel available.

9.5.2 On the conclusion of the contract the licensee shall notify SIGMA in the program specification of the person who is responsible for the system. The notification shall include the postal address, telephone number and email address of the person responsible for the system. Only members of the Licensee's staff who are qualified for this purpose and have been trained in handling the software that is to be supported may be named as responsible for the system. The customer shall inform SIGMA without delay in writing of a change to the person responsible for the system or his deputy. The Licensee shall ensure in particular that after a malfunction is reported the person responsible for the system or his deputy is available for queries and suggestions for elimination from SIGMA at least during the service time.

9.5.3 The licensee shall take all reasonable measures to ascertain, limit and document malfunctions and faults. He agrees in accordance with §377 of the German Commercial Code (HGB) to inspect new versions without delay and to submit notices of defect. The Licensee shall take all reasonable measures to ascertain, limit and notify faults and other defects. These include preparing a defects report, system logs and memory extracts, providing the input and output data involved, intermediate and test results and providing other records suitable for illustrating the faults or other defects.

9.5.4 The licensee shall permit the use of rooms, hardware, software and telecommunication equipment insofar as this is necessary for the provision of services by us.

9.5.5 The licensee shall document changes in the configuration and the environment of the software and shall notify SIGMA of these changes in writing without delay.

9.5.6 SIGMA shall not be responsible if the Licensee fails to comply with his duties to cooperate, or complies to an insufficient

level only, and if this results in delays to the provision of support services by us. SIGMA can invoice the extra expenditure this caused on the basis of the current price list.

9.6 Granting Rights

9.6.1 SIGMA grants the licensee the right to use the working results of the support services and new program versions in accordance with the conditions applying to the assignment of the software. All other rights are excluded.

9.6.2 After the installation of a new program version the rights of use for the previous program version lapse. However, the Licensee may keep the last program version of the software after the end of productive use for documentation purposes and for emergencies. SIGMA shall grant him the necessary rights for this.

9.7 Unless otherwise agreed in this contract or in a separate agreement between the parties, services outside the service times, services provided on the Licensee's premises or at another system location (hereinafter referred to as "on-site work") and other services that are to be paid for separately after written request by the Licensee shall be invoiced at cost on the basis of our current price list, as amended.

9.8 Our personnel shall complete job sheets on the on-site work that is to be invoiced at cost. After the work is completed the Licensee shall sign these sheets on the spot. Other services to be invoiced at costs shall be recorded at the end of each month in an activity report showing the time required; the Licensee may inspect this on request.

9.9 Travel costs, expenses and where necessary accommodation costs for services that SIGMA does not provide at its business location shall be invoiced separately. Travel by car, travel by public transport and the costs of overnight accommodation (local average price category) shall be invoiced against vouchers, expenses/meals allowances in accordance with the maximum rates permitted in the tax regulations. SIGMA may invoice 100% of the pro rate hourly rate for travel times. The basis for the calculation shall be our registered office in Unna.

10. Concluding Provisions

10.1 The licensee shall not be entitled to assign any claims under contracts concluded with SIGMA as a whole or to assign individual rights and obligations from them or to transfer wholly or partially any rights and obligations from contracts concluded with SIGMA to third parties without our consent.

10.2 All amendments and supplements to this contract shall not be valid unless they are in writing. This applies to the waiver of the written form as well.

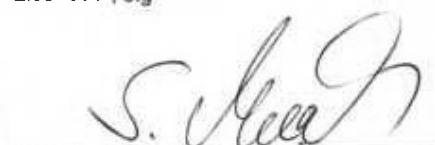
10.3 If a provision of this contract is or becomes invalid or if the contract is incomplete, this shall not affect the remainder of the contract. The Contracting Parties shall replace the invalid provision by a provision that most closely approaches the purpose of the invalid provision in a legally valid manner. This shall also apply to loopholes in the contract.


BUDAPEST, 2023. 08. 08.  
City, date

  
Licensee, signature

ORBÁNTIBOR HIDEGNÉ  
Name FEJÉR KRISTINA

Unna, 21.08.2023  
City, date

  
SIGMA, signature

  
Name

Dr. Lukács Emese  
Dr. Lukács Emese  
jogtanácsos

  
SIGMA  
Ingenieurgesellschaft mbH  
Bartha-von-Schiller-Str. 12  
D-59423 Unna  
Germany



Contract No.	C230619_BKM_HU
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**SIGMA**  
Ingenieurgesellschaft mbH

**Program Specification**

**Program Specification**

System contract /Appendix no	C230619_BKM_HU - <b>SG230052</b>
Licensee	BKM NONPROFIT ZRT. Kalotaszeg u. 31. 1116 Budapest Hungary
Licensee order data	<b>Of June 16, 2023</b>
No/date of SIGMA offer/order confirmation	<b>Order conf 230619 BKM_HU</b>

**Basis contract** Delivery after returning contract or fixed date

**Supplement / Modification/Replacement of Contract No.**

**System Configuration**

Pos.	Program	Status <i>New Update in stock</i>	License S= Single N= Network T= Test lic.	Number of licenses/ users	Period P=unlimited/ Perpetual R= limited/rent L= Leasing	License price Total payment /or monthly fee in case of R or L
01	ROHR2 Static + Dynamic	New	N	1	P	
02	ROHR2flange	New	N	1	P	
03	ROHR2fesu	---				
04	ROHR2 CAD Interface package	---				
05	Interface	---				
06	SINETZ	---				
07	Maintenance included:	6 months				
08	Package price					

**Program User Data**

Delivery of updates and maintenance are exclusively carried out to the address of the registered program user.

Name,  
Department  
Telephone  
E-Mail

Program installation in:  
(if differing from licensee address)

oder WAN location(s)

BUDAPEST, 2023.08.08.  
City, date

Signature licensee

ORBANTIBOR KIDEFNE  
STENER KRANTHA

SIGMA

**SIGMA**  
Ingenieurgesellschaft mbH  
Bertha-von-Sutner-Allee 19  
D-59423 Unna  
Germany

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SIGMA Ingenieurges. mbH, Bertha-von-Suttner-Allee 19, D-59423 Unna

**BKM NONPROFIT ZRT.**  
Mr Tibor Csoma  
Kalotaszeg u. 31.  
HU-1116 Budapest  
Hungary

Your sign	
Our sign	230619_BKM_HU best
Telephone	+49 (0)2303 332 33-0
Email	sales@rohr2.com
Date	19.06.2023

## ORDER CONFIRMATION

**PROGRAM ROHR2**  
**YOUR ORDER**

**NETWORK LICENSE**  
**of June 16, 2023, Mr. Csoma**

**YOUR VAT No.**

**HU 10941362**

**ANWENDUNG DES REVERSE-CHARGE-VERFAHRENS GEM. § 13B ABS. 2 SATZ 1 USTG**

**SIGMA SYSTEM CONTRACT**  
**ORDER No.**

**C230619\_BKM\_HU – SG230052**  
**S230619BKM\_HU**

Dear Mr Csoma,

we thank you for your order and confirm in accordance with our quotation 230221\_fotav\_hu\_of 21.02.2023 as following.

**Pos.**  
**01 Program**

ROHR2 Static and Dynamic, 2nd license  
Additional interfaces:

---  
Network license 1 user/1simultaneous access

Additional modules:

- ROHR2fesu ---
- ROHR2flange Network license 1 user

License key NN (USB or SL License)

License ID SG230052

Expiration date: unlimited

Maintenance status: 6 months after purchase

**License prices**

ROHR2: 10.600,00 €

ROHR2flange 1.500,00 €

License price , total

12.100,00 €

**02 Maintenance of a program license**

ROHR2 Static and Dynamic, 2nd license  
Additional interfaces:

---  
Network license 1 user/1simultaneous access

Additional modules:

- ROHR2fesu ---
- ROHR2flange Network license 1 user

License key NN (USB or SL License)

License ID SG230052

Expiration date: unlimited

Maintenance status: 6 months after purchase

**Maintenance fees**

ROHR2: 2.120,00 €/year

ROHR2flange 300,00 €/year

Maintenance per year starting 6 months after purchase

2.420,00 €

VAT not included

cc

**Shipping and delivery**

The delivery of the program license is carried out by:

1. shipping a USB license key via DHL EXPRESS service.  
or providing a SL license (dongle-less license key)  
Tracking details through DHL service by email.
2. Providing the installation data by download

**Delivery address**

*Please provide*

**System contract**

Enclosed please find a system contract. Please sign and return.  
The software will be shipped upon returning the signed contract.

**Payment conditions**

Payable within 14 days against receipt of invoice.  
Please pay attention to our invoice number

**Invoicing address**

BKM NONPROFIT ZRT.  
Kalotaszeg u. 31.  
1116 Budapest  
Hungary  
fotav@fotav.hu

Our general contract terms 2018.05 including our data privacy policy (refer to [www.rohr2.com/en/privacy.html](http://www.rohr2.com/en/privacy.html)) apply.

We are looking forward to a mutually beneficial cooperation.  
If there are any questions please call us. We will always be at your disposal.

Kind regards  
SIGMA Ingenieurgesellschaft mbH

Stefan Lipke

Digital unterschrieben von Stefan Lipke  
DN: c=DE, cn=Stefan Lipke, o=SIGMA  
Ingenieurgesellschaft mbH, ou=Sales,  
email=vertrieb@rohr2.de  
Datum: 2023.06.19 15:13:17 +02'00'

ROHR2|SINETZ|PROBAD Sales Team  
Tel. +49 (0)2303 332 33-0  
sales@rohr2.com

Enclosure      General Conditions SIGMA GmbH  
System Contract

## General Contract Terms

As of 18.05

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**SIGMA**  
Ingenieurgesellschaft mbH

### I. General remarks

1. We shall make delivery of our supplies and provide our services solely on the basis of the following General Terms and Conditions (hereinafter referred to as Terms and Conditions), unless agreed otherwise in writing.

2. If the Purchaser wishes to oppose the Terms and Conditions, this is to be declared in writing within 3 working days. Any deviating business terms of the Purchaser shall be hereby opposed unless they are recognized in writing by us.

### II. Conclusion of contract

1. Our quotations shall be without engagement and not binding.

2. A contract shall only come about when the Purchaser's order has been acknowledged and confirmed by us in writing or we have started its execution.

3. Items provided to the Purchaser by us before the signing of the contract (e.g. software, plans) shall be our intellectual property, they must not be duplicated and must not be made accessible to third parties. If no contract comes about, they are to be returned and to be deleted and must not be used. Evidence of deletion is to be provided.

### III. Scope of service/supply/changes to orders

1. The scope of service/supply can be seen as a matter of principle from our order acknowledgement/confirmation.

2. Any desired changes which the Purchaser demands after the initial presentation of the work under the order shall be confirmed by us in writing. They are only to be carried out if they are compatible with the state of the art and do not cause any unreasonably high expenditure. Any additional expenditure incurred is to be separately remunerated.

3. If we confirm the Purchaser's desired changes in writing or if we present the effects of the changes on the work under the order, the quotation for the changes shall be deemed to have been accepted after two weeks even in the event of the Purchaser remaining silent.

4. If we inform in writing to what extent the contractual conditions will change as a result of the Purchaser's desired changes, the changed conditions shall be deemed to have been accepted after two weeks even in the event of the Purchaser remaining silent.

5. As long as there is no mutual agreement concerning the changes, the work shall be continued according to the existing contract. The purchaser can then demand that the work be completely or partially interrupted or finally ceased. The purchaser shall place us financially in the same position as in the case of the performance of the contract.

6. We shall be entitled to carry out part performance, unless the purchaser is not interested in this. Part performance is to be separately remunerated.

7. We shall be entitled to assign sub-contractors for the performance of our performance obligations.

### IV. Rights of use

1. In the case of work/services carried out by us which are protected by copyright the customer shall be granted a right of use if this is necessary for performance of the contract.

2. Rights of use shall be transferred to the customer subject to the condition precedent of complete payment of the remuneration agreed upon. As far as we have already consented to a use, we can revoke this consent in the event

of arrears in payments. At the end of the right of use, the customer shall be obliged to return the work, including all of the documentation materials, copies and copy protection modules.

3. For every case of the exceeding of the right of use agreed upon, the customer shall undertake to pay a contractual penalty to us in the amount of the remuneration that it would have had to pay to us in the case of lawful use. The contractual penalty is to be offset against any claims for damages. We shall, above and beyond that, be entitled in this case to revoke the right of use transferred.

### V. Remuneration

All remuneration shall be based, in the absence of other written agreement, on our respectively applicable price and condition list or on our company remuneration rates plus cost of post and packaging as well as the value-added tax due in each case on the day of dispatch. Remuneration of time shall also be payable for travelling times. Travelling expenses, out-of-pocket expenses, incidental costs etc. are to be paid additionally according to our usual company rates.

### VI. Payment, offsetting/retention

1. The contractually agreed upon remuneration shall, unless agreed otherwise, be due 14 days after the delivery of the item purchased, after acceptance of the work or after provision of the services.

2. Discount for early payment shall only be paid if agreed upon in writing.

3. As far as the contract shows delimitable part performances, in each case after the rendering of the part performance by us part payments of the overall remuneration shall be due in accordance with the share of the part performance in the overall performance.

4. A right of offsetting and retention can only be claimed by the Purchaser if its claims are either indisputable or have been recognized by declaratory judgment. Claims under warranty shall not entitle it to refuse performance, unless notices of defects are involved which have been recognized by us in writing.

### VII. Delivery and delivery dates

1. (Delivery) dates shall not be binding unless we have designated them in writing as being binding.

2. The risk of accidental perishing and accidental deterioration of the goods shall pass to the Purchaser upon handing over, and in the case of forwarding, upon despatch of the item to the forwarding agent, the carrier or to the person otherwise intended for carrying out forwarding.

### VIII. Purchaser's obligations

1. The Purchaser shall take appropriate safety precautions before use of the contractual service/work in its business operation. It shall subject the contractual service/work to thorough tests to ensure its usability for the purpose intended by it before it uses it operationally. It shall safeguard its data and other technical equipment in accordance with the state of the art. It shall ensure that the current data are reproducible, with a justifiable amount of effort/expenditure, from data stocks kept in readiness in machine-readable form.

2. The Purchaser shall undertake to inform us without undue delay of all and any changes to the data made available to us.

### IX. Acceptance

As far as an acceptance inspection is provided for by law or by contract, the work is to be subjected to an acceptance inspection within one week; if one of the parties to the contract demands formal carrying out of the acceptance inspection, the work/service shall be deemed to have been accepted as of the expiry of two weeks after the passing of risk. Any notices of defect already having been given beforehand, shall be deemed to be reservations of the rights of the Purchaser in the case of defects. Immaterial defects shall not entitle to the refusal of acceptance. Claims are to be made for known defects within the time limit of two weeks.

## General Contract Terms

As of 18.05

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### X. Warranty

1. In the event of a defect in the item supplied, the Purchaser shall request us to carry out rectification of the defect within a reasonable period of time.

2. If the defect cannot be rectified within a reasonable period of time or if rectification of the defect or substitute delivery is, for any other reasons, to be considered failed, the Purchaser can at its option demand reduction of remuneration (reduction of the purchase price) or withdraw from the contract. Failure of the rectification of the defect can only be assumed if we have been granted two attempts at rectification of the defect without the desired success having been achieved, if rectification of the defect and substitute delivery are impossible, if they have been refused by us or if they are delayed unreasonably, if there are justified doubts regarding the prospects of success or if there is any other unreasonableness for any other reasons.

3. The Purchaser shall only be entitled to a right of withdrawal from the contract if it set us an additional period of time of at least four weeks after failure and this deadline has passed without success.

4. We shall not bear the cost of rectification of defects which have occurred because the purchased item was transferred after delivery to a place other than the consignee's place of business, unless the transfer corresponds to the use of the item for the intended purpose.

### XI. Statute of limitations

1. Claims on grounds of material defects shall be subject to the statute of limitations upon the expiry of a time limit of two years from delivery of the item.

2. If the Purchaser is an entrepreneur, claims on grounds of material defects shall be subject to the statute of limitations upon the expiry of a period of one year from the delivery of the item. The statutory limitation of actions in respect of recourse claims (Art. 479 of the German Civil Code (BGB)) shall remain unaffected.

3. The periods of limitation stated in Items 1 and 2 shall not apply in the case of fraudulent concealment of a defect or to the extent that we have assumed a guarantee for the quality of the item to be supplied.

4. The periods of limitation stated in Items 1 and 2 shall, moreover, not apply to claims on grounds of material defects in the cases of injury to life and limb or impairment of health, in case of claims under the Product Liability Act, in the event of grossly negligent breach of duty or culpable breach of essential contractual obligations.

### XII. Liability

1. We shall exclude our liability for slightly negligent breaches of duty, unless they concern the breaches of duty and claims mentioned in XI Item 4. Otherwise our liability shall be limited to that damage of which the occurrence in the case of the carrying out of such supplies and services must typically be expected and in fact to the extent of damage/loss/injury which is covered on the merits or in terms of amount by the conclusion of our third-party liability insurance.

Cover for liability shall accordingly exist up to a maximum amount of € 1,000,000.00 per claim and up to a total of € 3,000,000.00 per calendar year. In the case of bodily injury, cover liability shall only exist up to a maximum amount of € 3,000,000.00 per claim, and up to a total of € 9,000,000.00 per calendar year. In the event of damage/loss/injury based on defects in our software, liability shall be restricted to € 5,000,000.00 per claim. In the event of damage to or loss of materials which the Purchaser has placed at our disposal, the

amount of liability shall be restricted to the material value.

2. The above mentioned restriction of liability shall also apply to breaches of duty on the part of our vicarious agents.

3. For the loss of data we shall only accept liability to the above mentioned extent insofar as the customer backs up its data at

intervals appropriate to the application, but at least once a day so that they can be restored again with a justifiable amount of effort and expenditure.

4. With the exception of the claims on grounds of a defect, to all claims for damages or for compensation for futile expenses, apart from in the cases of intent or bodily injury, a period of limitation of one year shall apply. The period of limitation starting with the event triggering the damage/loss/injury shall start running at the latest upon expiry of the maximum periods defined in Art. 199 paragraphs 3 and 4 of the German Civil Code (BGB).

### XIII. Secrecy

The parties to the contract shall undertake to keep secret all business and company secrets or other confidential information which has come to their notice during the performance of the contract and to protect it from accessing by unauthorized persons, as far as this is reasonable.

### XIV. Data Privacy Policy

1. SIGMA collects process and use personal data of the purchaser, insofar as this is necessary to provide contractual services to the purchaser.

2. The transfer of personal data to third parties is generally excluded, with the exception that this is required for the provision of contractual services to the purchaser. As far as services of third parties are required for the execution of contractual services, e.g. webhosting pro-vider, SIGMA will take care that those service providers will not be able to take personal data of the client either or only when the legal requirements have been met.

3. The consent to the use of data may be revoked by the purchaser at any time with future effect from SIGMA.

4. Incidentally the SIGMA privacy policy applies, to be downloaded from [www.rohr2.com](http://www.rohr2.com).

### XV. Reference list

We shall be entitled to include the Purchaser in our reference list and to make it known by publication in the press, electronic media etc. that we have carried out work under a contract for the Purchaser, unless the Purchaser expressly objects to this beforehand in writing.

### XVI. Final provisions

1. The Purchaser shall not be entitled to assign any claims under contracts concluded with us as a whole or to assign individual rights and obligations from them or to transfer wholly or partially any rights and obligations from contracts concluded with us to third parties without our consent.

2. All contractual agreements are to be laid down in writing. The requirement of written form shall also apply to the amendment of the change of the requirement of the written form.

3. The ineffectiveness of one or more provisions of these General Terms and Conditions shall not otherwise affect the effectiveness of the contract. The parties to the contract shall undertake to replace the ineffective provision by an effective ruling that comes as close as possible to the economic purpose pursued with the ineffective provision. The same shall apply to the case of any gap in the contract which requires regulation.

4. Our obligations are to be met on our business premises unless agreed otherwise.

5. The sole place of jurisdiction for all disputes arising under this contractual relationship shall be Unna.

6. The law of the Federal Republic of Germany shall apply exclusively.

7. In the event of a discrepancy between the German version and a version in a foreign language the German version shall be exclusively authoritative.

Unna, May 2018

SIGMA Ingenieurgesellschaft mbH