GENERAL TERMS AND CONDITIONS FOR ONLINE ORDERS

As of 08/2023

I. General information – Scope

1. For our deliveries that we provide within the scope of our shopping cart system on our websites https://www.balluff.com/en-de (hereinafter referred to as „shopping cart system"), our General Terms & Conditions below apply exclusively to online orders (hereinafter referred to as „terms and conditions"). We do not accept your conflicting, deviating, or general terms and conditions, which are not defined in these terms and conditions, unless we have granted express written consent. This also applies when we execute the delivery without reservation with full knowledge of conflicting conditions or conditions not defined in our terms and conditions.
2. Our terms and conditions apply only to contractors within the meaning of § 14 BGB (German Civil Code).

II. Conclusion of contract – Technical steps of concluding a contract

1. The presentation of the products on our website does not represent a legally binding offer of contract by us, but only a non-binding invitation to you to order products. You submit a binding offer when you go through the order process entering the relevant details and click on the button „Order with obligation to pay" in the last step. We confirm receipt of your order immediately with an automatically generated e-mail (order confirmation). This is not an order acceptance, which is sent by us in the next step, and which leads to the conclusion of a contract.
2. The technical steps of concluding a contract are as follows: on our website https://www.balluff.com/ local/de/home/ you go to a display of individual products using the product selector or by entering the search term directly. You can place the individual products in the shopping cart without obligation by clicking on the „Add to shopping cart" button. You can view the items in the shopping cart at any time without obligation by clicking on the „Shopping cart" button. Using the trash symbol you can remove the selected products again from the shopping cart. If you want to purchase the products in the shopping cart, click on the „Pay" button, whereby a new page is opened. You can now complete the purchase either as a registered customer or guest (without registration). For registration you must enter your e-mail address and click on the button „Continue with customer registration". Using your e-mail address, and if necessary other details entered by you, we check if you are already an existing customer of Balluff - your authorization to use the shopping cart system. You create your own password, which is assigned to your e-mail address (your login), in the course of registration; you do not need to register again for future orders; simply enter your e-mail address and password. In the next intermediate step you have the option to change the details for the billing address and delivery address. For this purpose we show you the addresses you entered during the registration process (for new customers) or the addresses that are stored in the ERP system (for existing customers). You also have the opportunity again to review all details and make any necessary corrections using the delete and change function. If you want to complete the purchase as a guest (without registration), click on the button „Without registration" and enter your company details and address once in the next step. Also here you have the option to correct your details using the delete and change function. In the final step you can select and correct the method of payment and complete the order process by clicking on the button „Order without obligation to pay". We save the contract text of the order. You can save and print the contract text and these terms and conditions, which are made available on a linked page.
   You can view previous orders in the customer area under „My orders".

III. Disclosure requirements – Password

1. You are obligated to furnish true and complete information when using the shopping cart system. Whenever data, particularly name, address, and e-mail address change, you are required to notify us immediately of these changes by changing the details in the shopping cart system. If you fail to provide this information, or provide false or incomplete data from the outset, we are entitled to terminate the contract, provided a contract has been concluded. You must ensure that the e-mail address you specified is accessible from the time you provided it and that the receipt of e-mails is not impossible due to forwarding, shutdown, or overloading of the e-mail account.
2. The password is required to submit the order. You are required to store the password carefully and use it in such a way as to preclude its loss or disclosure to unauthorized third parties. If the password is lost, you are obligated to inform us immediately thereof. This can also be done by e-mail. We will block the password-protected area immediately following receipt of the notification. If a third party receives knowledge of the password as a result of your negligent or improper use, then you shall be liable for the orders made with this password for their full amount up until the loss is reported.

IV. Delivery – Delivery time – Extension of delivery times – Partial deliveries

1. The approximate, non-binding delivery date is specified for the individual products. You are notified of the valid, exact delivery date in the order acceptance. Unless expressly agreed otherwise, these dates are generally not fixed dates (§ 323 Section 2 No. 2 BGB (German Civil Code), § 376 HGB (German Commercial Code)).
2. The delivery is only made to locations in Germany.
3. The delivery date shall be extended to an appropriate extent, if
   - the non-compliance with the delivery date can be traced back to an act of force majeure, i.e. an unforeseeable event over which we have no influence and for which we are not responsible (e.g. official measures and orders (no matter whether these are applicable or not), wars, revolutions, embargos, pandemics, epidemics, fire, earthquakes flooding, storms, explosions, or other natural catastrophes, stoppages). This also applies if such an event occurs during a delay in delivery or with one of our sub-suppliers.
   - necessary permits or documentation from third parties to be procured by you are not provided on time;
   - the required information is not provided by you on time.

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4. To the extent to which this is reasonable, we are entitled to make partial deliveries, which we invoice separately.
5. If the delivery is delayed at your request or owing to circumstances for which you are accountable, then we are entitled to invoice you the costs arising from the storage after notification of the readiness for dispatch, at least 0.5% of the invoice amount for every week of the delay or part thereof, however, a total of 10% of the invoice amount. Both parties are entitled to prove that higher, lower, or no storage costs are incurred. The legal rights to terminate the contract and demand damages shall remain unaffected thereby.

V. Force majeure – Withdrawal – Reservation of timely and correct supply of incoming goods – Transfer of risk

1. If we are unable to provide the delivery within an appropriate period owing to force majeure (cf. Clause IV.3), both parties have the right to withdraw from the contract, wholly or partly. The same shall also apply in the case of subsequent impossibility of contract performance, for which we are not responsible. Claims for damages on account of such a withdrawal are barred. If a party intends to withdraw from the contract for the reasons above, then they must immediately inform the other party thereof.
2. We shall be exempt from our delivery obligation if the correct goods ordered for performing the contract have not been delivered to us in due time.
3. Unless expressly agreed otherwise, the risk of accidental loss or accidental deterioration of the goods shall be transferred to you upon the handover of the goods to the shipping agent, at the latest, however, when the goods leave the warehouse. If the shipment is delayed through your own fault, then the risk is transferred to you from the time the notification of readiness for dispatch was issued to you.

VI. Retention of title

1. We reserve title to all the purchased goods until complete payment of your present and future claims to us which result from the current business connection. This also applies in case the payment for certain goods indicated by you has been made.
2. If you act in breach of contract, in particular if you fail to pay the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title. The demand for return also includes the declaration of withdrawal. If you do not pay the due purchase price, we may only assert these rights if we have previously set you a reasonable deadline for payment without success or if such setting of a deadline is dispensable under the statutory provisions.
3. Linkage, blending or processing of the goods shall take place on behalf of us as the manufacturer, but without any obligation for us. If (joint) title is terminated due to linkage, blending or processing, it is already now agreed that we shall acquire joint title to the new item in proportion to the value of the item supplied by us compared with the other goods at the time of linkage, blending or processing. You have to store the items of which we have (joint) title for us at no charge to ourselves.
4. Resellers are permitted resale of the goods in the course of ordinary business unless revoked. We may revoke this right of resale if (a) you stop payment, (b) you are in delay of payment, or (c) if there are indications for deterioration of property or other facts after conclusion of contract are given that corroborate the belief that our claim is endangered due to a lack of performance. For goods in which we have (joint) title, you hereby assign to us by way of security all claims arising from resale of the goods delivered to third parties or from any other cause in law in the sum of the invoice value of the corresponding goods. On demand you are obliged to provide us with written declarations of assignment. You are revocable authorized to collect the assigned claims against the third party in the course of ordinary business in your name. This collection authorization may be revoked by the same reasons as the right of resale.
5. Pledging or collateral assignments are not permitted. You must inform us without delay in the event of an application for the opening of insolvency proceedings, of any seizure, confiscation, or other disposals or interventions by third parties.
6. We undertake at our discretion to release the collateral that we hold upon your request insofar as the value thereof exceeds the claim to be secured by more than 10 %.

VII. Claims for Defects - Obligations to Give Notice of Defects

1. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u German Civil Code(BGB)) shall remain unaffected, unless an equivalent compensation has been agreed.
2. The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). Insofar as the parties have agreed on a quality and the presumed use of the goods, objective requirements for the object of purchase shall not apply in this respect.
3. The data sheet belonging to the respective product and/or the operating instructions belonging to the respective product, which are the subject of the individual contract, shall in particular be deemed to be the quality agreement in the sense.
4. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory regulation whether a defect exists or not (Section 434 (3) of the German Civil Code (BGB)). Public statements made by the manufacturer or third parties on his behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
5. In the case of goods with digital elements or other digital content, we owe provision and, if applicable, updating of the digital content only insofar as this results expressly from a quality agreement in accordance with the above Section VI.2. In this respect, we assume no liability for public statements made by the manufacturer and other third parties.
6. We agree that in the event of a claim for subsequent performance (rectification of defects or subsequent delivery), the less expensive option shall be chosen, provided that this does not result in any disadvantages for you.
7. You shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, you shall return the defective item to us at our request in accordance with the statutory provisions; however, you shall not have a claim for return. Subsequent performance shall not include the removal, dismantling or disassembly of the defective item or the installation, fitting or

assembly of a defect-free item if we were not originally obliged to perform these services; any claims by you for reimbursement of corresponding costs ("removal and assembly costs") shall remain unaffected.

8. We shall bear - insofar as the complaint proves to be justified - the expenses necessary for the purpose of subsequent performance, insofar as this does not result in a disproportionate burden for us, in accordance with the statutory provisions and these terms and conditions, if a defect is actually present.
9. Insofar as the expenses required for the purpose of subsequent performance increase due to the fact that you have taken the goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by you.
10. If it turns out in the course of subsequent performance that there is no defect, we may demand reimbursement from you of the costs incurred as a result of the unjustified request to remedy the defect if you knew or were negligent in not knowing that there was actually no defect.
11. Complaints due to incomplete or incorrect delivery must be notified to us in writing without delay, at the latest within one week after delivery (obvious defects) or discovery of the defect. Otherwise, the assertion of claims for defects shall be excluded. In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing.
12. We do not agree to any restriction of your obligations to inspect the goods and to give notice of defects (in particular those arising from § 377 HGB and those arising from Art. 38, 39 CISG) we do not agree.

13a. Claims for defects shall become time-barred within 12 months after the transfer of risk. This shall also apply to the limitation of claims under a right of recourse in the supply chain pursuant to Section 445b (1) BGB. The suspension of the statute of limitations pursuant to Section 445b (2) of the German Civil Code (BGB) shall remain unaffected; it shall end no later than five years after the date on which we delivered the goods to you. These provisions on the limitation of recourse claims and on the suspension of expiry shall not apply if the last contract in this supply chain is a consumer goods purchase.

13b. The foregoing provisions pursuant to Clause 13 lit.a shall not apply to the extent that the law pursuant to Sections 438 para. 1 No. 2, 438 para. 3, 479 para. 1 and Section 634a of the German Civil Code (BGB) prescribes longer limitation periods and to the liability for damages resulting from injury to life, body or health as well as to the liability for damages based on a wilful or grossly negligent breach of duty.

14. If a certain number of operations or switching cycles has been agreed for a product, this agreement shall apply at most until the limitation periods set forth in VI.13 above have expired. If the agreed number of operations or switching cycles for a product is reached before the expiry of the limitation periods set out in Section VI.13 above, all claims for performance and defects against us arising from such an agreement shall end. Furthermore, the agreement of a certain number of operations or switching cycles shall only be effective if the product is used under the environmental conditions described in the associated data sheet or the associated operating instructions.
15. Claims for defects are excluded, among other things, in the case of: – failure to examine the defect and give notice of the defect in due time and in the proper manner in accordance with Sections VI.11 and VI.12; – subsequent unauthorized modification of the goods, unless it can be proven that the defect did not result from these modifications; – defects caused by natural wear and tear, improper use or improper storage of the goods.
16. you can claim damages from us only in accordance with the provisions of Section IX.

VIII. Industrial property rights and copyrights – Defects of title

1. Unless expressly agreed otherwise, we are obligated to make the deliveries free of third-party industrial property rights (hereinafter referred to as „industrial property rights“) only in the country of the place of manufacture and delivery. „Industrial property rights“ to this effect are patents, designs, brands, including their respective registrations, as well as copyrights. If a third party lodges claims on the grounds of a violation of industrial property rights related to the products supplied by us, we shall be liable to you as follows within the period defined in Clause VII. 8:
2. At our discretion and expense, we shall either obtain a right of use for the respective product, modify the product so that the industrial property right is not violated, or exchange the respective product. If we are unable to do this under reasonable conditions, you may withdraw from the contract or reduce the contract price. Our obligation to provide damages is based on Clause IX.
3. The aforementioned obligations shall only exist to the extent that you immediately inform us in writing of the claims asserted by the third party, have not acknowledged a violation, and leave any protective measures and settlement negotiations to our discretion.
4. Your claims are excluded if you are solely responsible for the violation of industrial property rights.
5. Your claims are also excluded if the violation of the industrial property rights is caused by an application that was not foreseeable by us or caused by the fact that the product is subsequently modified by you without authorization.
6. Further claims or claims other than those stipulated in Clause VIII. against us or our vicarious agents owing to a defect of title are excluded.

IX. Liability

1. We shall be liable for damages and compensation of wasted expenses (hereinafter referred to as „damages“) within the meaning of Section 284 of the German Civil Code (BGB) for defects with the delivery or due to the infringement of other contractual or non-contractual obligations, including but not limited to illicit acts, only in the case of intent or gross negligence. The above liability limitation does not apply to injury to life, limb or health; assumption of a guarantee or procurement risk; material breach of contract; or liability under the German Product Liability Act.
2. Damages for material breach of contract are limited to compensation for typical contractual losses that we had to have foreseen as a possible consequence upon entering into the agreement due to circumstances known to us, except in cases of intent or gross negligence or injury to life, limb or health, assumption of a guarantee or procurement risk or liability under the German Product Liability Act.
3. Typical contractual and foreseeable losses within the meaning of Clause IX 2 are:
   a) per loss event: losses totaling no more than the net purchase price of the contract in question.

b) per calendar year: losses totaling no more than the net sales amount at which you acquired products from us in the previous calendar year. In the first contract year, losses totaling no more than the net sales amount at which you acquired products from us prior to the loss event.

4. In any case typical contractual and foreseeable losses under Clause IX. 2 do not include indirect losses (such as lost earnings or losses resulting from production interruptions).
5. Irrespective of Clause IX.3 and Clause IX.4, when determining an amount, which we have to pay you as damages, our economic circumstances, the nature, scale and duration of the business relationship, any possible contributions to the cause and/or fault on your part in accordance with § 254 BGB (German Civil Code) and a particularly unfavorable installation position of the product, shall be taken into appropriate consideration in our favor. Any compensatory damages, costs, or expenses to be borne by us must be proportional to the value of the product.
6. All liability limitations shall also apply to breaches of duty by persons whose fault we are responsible for according to statutory provisions.
7. A change to the burden of proof to your disadvantage is not associated with the aforementioned provisions.
8. Material breach of contract within the meaning of Clauses IX.1 and IX.2 is a breach of an obligation that must be fulfilled in order for the terms of the agreement to be met and the fulfillment of which you may regularly rely on.

X. Prices – Payment terms

1. Our prices are net prices exclusive of the statutory value added tax, packaging costs, and shipping costs (flat shipping rate).
2. We offer you the following payment options:
   Advance payment: You are obliged to transfer the invoice amount in advance to our account within 10 working days of the conclusion of the contract. We shall provide the account details in the order acceptance.
   Invoice: For payment on invoice, you are obliged, unless expressly agreed otherwise, to transfer the invoice amount to our account stated on the invoice within 30 days of the invoice date, however, not before receipt of the goods.
   Credit card: The purchase price is due for payment as soon as you have placed the order. With credit card payment the charge is made at the time of delivery. We use the „SSL“ transmission method for encrypting your personal data.

XI. Offsetting – Securities – Assignment

1. Offsetting your claims against ours is only permitted if we have recognized your claims, your claims are undisputed or legally established, or are closely related to our claim (synallagmatic contract). The same shall also apply to rights of retention and rights to withhold performance; you are authorized to exercise a right of retention in as far as your counterclaim results from the same contractual relationship.
2. If there are actual indications of material deterioration of assets after conclusion of the contract or if there are other facts or facts that become known after conclusion of the contract that justify the assumption that our claim for consideration is jeopardized by a lack of funds, we are entitled to demand appropriate securities for our services and/or revoke any payment terms granted, also for other receivables. If you do not provide the appropriate collateral that is requested by us within a reasonable period, we may withdraw from the contract. Existing claims from services already provided or on account of delay, as well as our rights from § 321 BGB (German Civil Code), remain unaffected thereby.
3. The assignment of claims from this contractual relationship is only permitted following our prior written consent. No such entitlement to the granting of such consent arises.
   § 354a HGB (German Commercial Code) remains unaffected by this provision.

XII. Obligations in the case of resale

1. In the case of resale of the delivery item, you are obligated to adhere to the provisions of the German Law on Foreign Trade and Payments (AWG), German foreign trade regulations (AWV), the EU Dual Use Regulation (Regulation (EU) No. 428/2009), and the US Export Administration Regulations (EAR) – in their respective valid versions – and to pass this contractual obligation on to your customers accordingly.
2. You shall reimburse us for all losses and costs arising from the culpable non-compliance of the duties stipulated in Clause XII and indemnify us from any third-party claims lodged against us in this connection.

XIII. General conditions for returns for credit

1. Subject to certain prerequisites and conditions, we grant customers a one-time right to return products that the customer has purchased from us (hereinafter "Products") in exchange for a credit note. The prerequisites and conditions for this onetime right to return Products against a credit note (hereinafter "Credit Note Right") are conclusively regulated in this Clause XIII.
2. The customer's right to credit presupposes the following cumulatively: – The customer has purchased the products directly from us and not via third parties. Consequently, the products must have been purchased in Germany. – The customer may provide evidence of the delivery date; the delivery date may not be more than 6 weeks in the past at the time of receipt of the return by us. – The net value of goods per return is at least 150.00 €. – The client has previously announced the return and we have accepted the respective return. – The products must be in the original packaging. The products must be unused and in a fully saleable condition. Products that are shrink-wrapped and/or sealed must be unopened. – The products must be catalog products.
3. The customer's right to credit is excluded in the following case alternatives:
   – The product is configurable and/or made-to-order material (KMAT).
   – The products are modifications (MOD).
   – For customized products.
   – For safety products.
   – For adhesive labels.
   – For products that have a limited shelf life.
4. Without prior notice of the return by the client and without prior acceptance of the return by us, any return will be rejected.

5. The acceptance of the return takes place under reservation and without recognition of a legal obligation. The final assessment and evaluation of whether the conditions for a credit right of the customer are fulfilled is exclusively incumbent on us.
6. If the conditions for the customer's right to credit are met, we will refund the customer the sales price less a 30% handling fee for the inspection and restocking expenses. The customer shall bear the transport and insurance costs for the return shipment.
7. In the event of returns by the customer without the right to a credit note, we shall be entitled to charge the customer for the expenses incurred by us as a result of the processing in accordance with the currently valid service price list.

XIV. General Conditions for Returns for Examination, Maintenance and Repair

1. A return of the products by the Customer to us for examination, maintenance and repair (hereinafter referred to as "return delivery") is only possible if the Customer has previously announced the return delivery and we have accepted the respective return delivery. In the case of return deliveries that have not been announced and/or accepted, we shall be entitled to refuse acceptance.
2. The Customer shall pack the return delivery appropriately and in such a way that the return delivery is protected from damage and contamination. If necessary, the Customer shall ensure ESD-suitable packaging of electronic components.
3. As a rule, we shall reimburse transport and insurance costs for return deliveries only for products within the scope of liability for material defects if the customer has given prior notice of the return delivery and we have accepted the return delivery, unless we are legally obligated to reimburse such costs.
4. Products older than 8 years - based on the date of manufacture - will not be repaired.
5. We are entitled to refuse acceptance of contaminated return deliveries.
6. In the event of unannounced and/or unaccepted return deliveries, we shall be entitled to charge the customer for the expenses incurred as a result in accordance with the currently valid service price list. In the case of return deliveries without error/defect or without an error/defect for which we are responsible, we shall charge the customer for our technical analysis in accordance with the current service price list. The goods will be returned to the sender, alternatively we offer environmentally friendly disposal.
7. If the repair or overhaul is not carried out within the scope of the liability for defects or if the product has a defect/defect that is not covered by the liability for defects, the Customer shall receive in text form a fault diagnosis for the repair or a technical analysis of the product and an offer for the repair, if this is possible. We will only carry out the repair if the customer has accepted our offer of a repair order in text form. If the client rejects the repair order, we will charge the client for the costs of the technical inspection by us according to the currently valid service price list and the return delivery will be sent back to the sender.
8. We reserve the right to return the returned goods to the customer or to dispose of them in an environmentally friendly manner if we have not received a response from the customer to an inquiry from us regarding the specific transaction within 30 days.

XV. General conditions for returns due to transport damage

1. The customer must notify us in writing of any complaints regarding transport damage without delay, at the latest within one week of delivery.
2. A return of the products by the Customer to us due to transport damage (hereinafter referred to as "transport return delivery") is only possible if the Customer has previously announced the transport return delivery and we have accepted the transport return delivery. In the event of non-announced and/or non-accepted transport return deliveries, we shall be entitled to refuse acceptance.
3. The customer shall pack the transport return delivery appropriately and in such a way that the transport return delivery is protected against damage and soiling. If necessary, the Customer shall ensure ESD-suitable packaging of electronic components.
4. In the event of non-announced and/or non-accepted transport return deliveries, we shall be entitled to charge the customer for the expenses incurred as a result in accordance with the currently valid service price list.

XVI. Return of electrical equipment – Return of packaging

1. You are obliged to dispose of delivered products after the end of their use at your own expense in accordance with the statutory provisions, in particular those of the WEEE Directive 2012/19/EU and the respective national implementations of this Directive or corresponding regulations in non-EU member states. You release us from our take-back obligations as a manufacturer in accordance with Article 3) of the WEEE Directive and from any related third-party claims. You shall contractually oblige commercial third parties to whom you pass on the delivered products to ensure that these third parties properly dispose of the products at the end of their use and at their own expense in accordance with the statutory provisions, in particular those of the WEEE Directive 2012/19/EU and the respective national implementations of this Directive or corresponding regulations in non-EU member states, and to impose a corresponding further obligation in the event that the products are passed on again. If you violate your obligation to pass on the obligations to your customers, you are obliged to take back the delivered products at your own expense after the end of their use and to dispose of them in accordance with the legal regulations resulting from the WEEE Directive 2012/19/EU and the respective national implementations of this Directive or corresponding regulations in non-EU member states.
2. Provided we are legally obligated to do so, we will return the transport packaging at your request. You shall bear the costs for the return of the transport packaging.

XVII. Data privacy

We shall only collect, process, and store personal data exclusively in accordance with the provisions of the European General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG-neu). We provide additional information within the framework of our privacy statement.

XVIII. Place of performance – Place of jurisdiction – Applicable law

1. The place of performance for all obligations from the contractual relationship is Neuhausen a.d.F., Germany.
2. For legal disputes which fall within the remit of the local courts, the Local Court of Stuttgart is agreed as the place of jurisdiction, and for legal disputes which fall within the remit of district courts, the District Court of Stuttgart is agreed as the place of jurisdiction. At our discretion we are also entitled to take legal action at your registered office.
3. The law of the Federal Republic of Germany applies exclusively to the exclusion of the conflict of laws.

Supplementary software conditions

For the use of separately purchased software („Software as a Product"), our Terms and Conditions for the licensing of standard software for a fee or our Terms and Conditions for the free licensing of standard software or our Terms and Conditions for the adaption of standard software (customizing) in return for a fee shall apply with priority. Insofar as software is included in the scope of delivery of a Product and this is made available for use, whether for payment or free of charge, the following provisions shall apply in addition, whereby in the event of contradictions between the above and the following provisions with regard to Software, the following provisions shall take precedence:

XIX. Rights of use

1. We grant you the non-exclusive right to use the software for its intended purpose. The scope of intended use can be found in the respective software datasheet or the operating instructions for the software. The right of use is limited to the agreed period, in the absence of such an agreement the right of use is for an indefinite period.
2. You may only use the software with the hardware stated in the datasheet or the operating instructions, in the absence of such reference only with the Product delivered together with the software. The use of the software with another device requires our prior written consent; in the case of culpable breach of this obligation, we are entitled to demand an appropriate additional remuneration. Further claims remain unaffected thereby.
3. If several devices are mentioned in the datasheet or operating instructions, you may only use the software on one of these devices at the same time (single license), unless a multiple license (cf. Clause XV.12) has been agreed. If there are several workstations for one device where the software can be used independently, then the single license only covers one workstation.
4. The licensing of the software is effected solely in machine-readable format (object code).
5. You may only make one copy of the software which can be used for backup purposes only (backup copy). Apart from that, you may only copy the software if a multiple license has been agreed as an exception.
6. Except in the cases of § 69e Copyright Act (decompilation), you are not entitled to change, reverse engineer, or translate the software, or remove parts thereof. You may not remove alphanumeric and other identifications from the data carriers. They are to be transferred unmodified to every backup copy.
7. If there is good cause, we grant you the revocable right to transfer the right of use to the software to third parties. A transfer to a third party may only be effected together with the Product that you purchased in connection with the software. In the case of a transfer of the right of use to third parties, you shall ensure that no further rights of use to the software are granted to the third party other than you are entitled to according to these terms and conditions and those in the respective datasheet or the operating instructions, and that the third party shall be obliged to comply with at least the same obligations as are imposed herein with regard to the software. In the case of a transfer, you may not retain any copies of the software.
8. You are not entitled to grant sublicenses.
9. If you transfer the software to a third party, then you are responsible for compliance with any export requirements and shall indemnify us against any and all such cases of a culpable breach of duty.
10. Provided that we license you software, for which we only have a derived right of use (third-party software), the terms of use agreed between us and the licensor shall apply in addition to the provisions of Clause XV and also take precedence. If and to the extent that we license you open source software, the terms of use governing the open source software shall apply in addition to the provisions of Clause XV and also take precedence. We shall make reference to the existence and terms of use of licensed third-party and open source software in the datasheet or the operating instructions, as well as give you access to the terms of use upon request. In the case of a breach of these terms of use, as well as ourselves, our licensor is also entitled to assert any and all claims and rights in their own name.
11. You require a right of use to be agreed separately for using the software on several devices or simultaneously at several workstations. The same shall apply to the use of the software in networks, even if the software is not copied. In the aforementioned cases (hereinafter referred to as „multiple license"), the following provisions (a) and (b) apply in addition to the provisions according to XV.1 to XV.11 and also take precedence:
    a) A prerequisite for a multiple license is express written confirmation from us about the number of permissible copies which you may create of the software, and about the number of devices or workstations on which the software may be used. For multiple licenses Clause XV.7 applies, however, on condition that the multiple licenses may only be transferred by you to third parties if they are transferred together and with all devices on which the software may be used.
    b) You shall observe the instructions on copying provided by us together with the multiple license. You shall keep logs of the locations of all copies and present these to us on request.

XX. Transfer of risk

When software is licensed using electronic communication media, for example via the Internet, the danger of accidental loss and accidental deterioration of the software shall pass to you when the software leaves our sphere of influence (e.g. at the time of download).

XXI. Obligations to cooperate and liability

1. You shall take all necessary and reasonable measures to prevent or restrict damage by the software. In particular, you shall ensure the regular backup of programs and data.

2. If you are in culpable violation of this obligation, we shall not be liable for the consequences, particularly not for the replacement of lost or damaged data or programs. A change to the burden of proof is not associated with the aforementioned provision.

XXII. Material defects

1. The parties agree that software generally cannot be created without errors; this also applies to the software covered by these terms and conditions.
2. Material defect claims related to the software become time-barred within 12 months of the transfer of risk. The aforementioned provisions shall not apply in cases where §§ 438 Para 1 No. 2, 438 Para 3, 479 Para 1 BGB (German Civil Code) prescribe longer limitation periods and in cases of a liability for damage from injury to life, body or health as well as in cases of a liability for damage arising from an intentional or grossly negligent breach of duty.
3. Software is considered to have a material defect only if you can prove that there are reproducible deviations from the specification in the datasheet or the operating instructions. A material defect does not exist if it does not appear in the version of the software last transferred to you and its use is deemed reasonable for the buyer.
4. Material defect claims do not exist
   – for damage arising as a result of incorrect or negligent use of the software
   – for damage arising from special external factors that are not preconditions in accordance with the contract
   – for modifications made by you or third parties and the consequences
   – for software expanded by you or a third party beyond an interface envisaged by us for this purpose
   – in a situation where the software is not compatible with the data processing environment used by you.
5. The claim for supplementary performance is fulfilled as follows in the case of software: We provide you with a new edition (Update) or a new version (Upgrade) of the software, provided we have such or it can be procured by us at a reasonable cost.

XXIII. Industrial property rights and copyrights – Defects of title

If a third party lodges claims on the grounds of a violation of industrial property rights in relation to the software, we shall be liable according to Clause VIII within the period defined in Clause XVIII.

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