

SUPPLEMENTARY TERMS AND CONDITIONS OF BALLUFF GMBH FOR THE LICENSING OF THE STANDARD SOFTWARE IMPACT ACQUIRE (AGAINST PAYMENT AND FREE OF CHARGE)

Status 05/2023

1. General – Scope

- 1.1 These supplementary terms and conditions (hereinafter referred to as "**SUPPLEMENTARY TERMS AND CONDITIONS**") apply (a) to the licensing **against payment** and (b) to the **free** licensing of the standard software **Impact Acquire** (hereinafter referred to as "**SOFTWARE**") of Balluff GmbH (hereinafter referred to as "**Balluff**") to the customer (hereinafter referred to as "**customer**").
Separate terms and conditions shall apply to other types of software licensing and legal transactions (cf. Section 1.3 of these SUPPLEMENTARY TERMS AND CONDITIONS).
- 1.2 These ADDITIONAL TERMS AND CONDITIONS apply in addition to the "Terms and Conditions of Balluff GmbH for the licensing of standard software against payment" (hereinafter referred to as "**T&C-PAID**" and to the "Terms and Conditions of Balluff GmbH for the licensing of standard software free of charge" (hereinafter referred to as "**T&C-FREE**").
In the event of discrepancies between T&C-PAID or T&C-FREE and the SUPPLEMENTARY TERMS AND CONDITIONS, the provisions of these SUPPLEMENTARY TERMS AND CONDITIONS shall prevail.
If no separate definitions of terms are regulated in these SUPPLEMENTARY TERMS AND CONDITIONS, the definitions of terms from the T&C-PAID and the T&C-FREE shall apply.
- 1.3 No subject of these SUPPLEMENTARY TERMS AND CONDITIONS are in particular, but not conclusively: (a) the installation of the SOFTWARE on the customer's premises; (b) the individual setting of variable parameters with respect to the SOFTWARE according to the customer's requirements (customizing); (c) individual program extensions for the customer; (d) adaptations of the SOFTWARE interfaces according to the customer's needs; (e) training of the customer's users; and (g) maintenance of the SOFTWARE.
- 1.4 These SUPPLEMENTARY TERMS AND CONDITIONS apply exclusively. Balluff does not recognize any terms and conditions of the customer that conflict with or deviate from these SUPPLEMENTARY TERMS AND CONDITIONS, or any terms and conditions of the customer that are not regulated in these SUPPLEMENTARY TERMS AND CONDITIONS, unless Balluff has expressly agreed to their validity in writing.
- 1.5 These TERMS AND CONDITIONS apply only to entrepreneurs within the meaning of § 14 BGB (German Civil Code).

2. Subject matter of the contract - Licensing against payment - Licensing free of charge

- 2.1 The subject of these SUPPLEMENTARY TERMS AND CONDITIONS is the granting of rights of use of the SOFTWARE against **payment** or **free of charge**.
- 2.2 It is regulated in the respective individual contracts whether the SOFTWARE is licensed **against payment** or **free of charge**. In the case of **free** licensing, the T&C-FREE also apply; in the case of licensing **against payment**, the T&C-PAID also apply.
- 2.3 If the customer acquires the related hardware products from a THIRD PARTY, the licensing of the SOFTWARE to the customer shall always be **against payment**. In this case, the T&C-PAID shall also apply.
For the purposes of these SUPPLEMENTARY TERMS AND CONDITIONS, "**THIRD PARTIES**" shall mean all companies as well as natural and legal persons that are not members of the Balluff Group.
- 2.4 In the event that the SOFTWARE is provided **against payment**, Balluff shall grant the customer, if applicable, a free test phase for the use of the SOFTWARE, which shall be limited in terms of time and/or content. During this test phase the T&C-FREE and the provisions for the licensing of the SOFTWARE free of charge from these SUPPLEMENTARY TERMS AND CONDITIONS apply.

3. Hardware rights of use

- 3.1 The SOFTWARE and the LICENSE DOCUMENTATION may generally only be used on the hardware (a) which Balluff has delivered to the customer together with the SOFTWARE, and, (b) which Balluff has delivered to the customer separately, provided that this hardware is intended for the SOFTWARE.
- 3.2 As an exception, the customer is entitled to a non-exclusive right, **against payment**, to install and use the SOFTWARE with hardware supplied to the customer by a THIRD PARTY (hereinafter referred to as "**THIRD-PARTY HARDWARE**") if Balluff has expressly granted the customer such a right of use, against payment, in the respective individual case/individual contract and if the customer complies with all specifications from the LICENSE DOCUMENTATION, in particular with regard to the interfaces.
The T&C-PAID and all provisions of these SUPPLEMENTARY TERMS AND CONDITIONS for the licensing of the SOFTWARE against **payment** shall apply to this right of use against payment with regard to THIRD-PARTY HARDWARE.
- 3.3 As an exception, the customer is entitled to a **gratuitous**, non-exclusive, revocable right to install and use the SOFTWARE with THIRD-PARTY HARDWARE if Balluff has expressly granted the customer such a **gratuitous** right of use in the respective individual case/individual contract. This granting of rights - without having to comply with the specifications from the LICENSE DOCUMENTATION - is made purely as a courtesy.

- The T&C-FREE and all provisions of these SUPPLEMENTARY TERMS AND CONDITIONS for the licensing of the SOFTWARE **free of charge** shall apply to this gratuitous right of use with respect to THIRD-PARTY HARDWARE.
- 3.4 Since Balluff has neither developed nor tested the SOFTWARE for use with THIRD-PARTY HARDWARE, the customer installs and uses the SOFTWARE in connection with THIRD-PARTY HARDWARE in the case of **gratuitous** use at their own risk and peril.
- 4. Liability for defects**
- 4.1 The provisions of the T&C-FREE apply to the liability for material defects and defects of title for the provision of SOFTWARE **free of charge**.
Furthermore, Balluff does not guarantee that the SOFTWARE will function with THIRD-PARTY HARDWARE.
- 4.2 For the licensing of SOFTWARE against payment, the provisions of the T&C-PAID apply to the liability for material defects and defects of title.

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