GENERAL TERMS AND CONDITIONS FOR DIGITAL PRODUCTS (Digital T&Cs)
04/2024

of Vollmer Werke Maschinenfabrik GmbH, Ehinger Straße 34,
88400 Biberach/Riss, Germany (hereinafter "VOLLMER")

Section 1 Validity of the Terms of the Agreement

1.1　VOLLMER offers digital products for VOLLMER machines, including under the Digitalisation business field. These Digital T&Cs therefore apply to all VOLLMER's digital products, e.g., IoT-Gateway, Visual Support, Performance-Package, except where other T&Cs are explicitly referred to. The scope of validity of these Digital T&Cs also does not refer to the digital products of third parties.

1.2　In particular, these Digital T&Cs apply to digital products that are offered in connection with the IoT Gateway hardware product. A special feature here is the distinction between the basic licence and additional, optional digital products. The basic licence forms the basic functionality of the IoT gateway and is mandatory for the use of further services. Accordingly, VOLLMER's obligations under these Digital T&Cs when using the optional IoT gateway services only apply if a valid basic licence is activated on the corresponding IoT gateway.

1.3　In general, the version of these Digital T&Cs which is valid on conclusion of contract will be decisive.

1.4　Individual agreements between the contracting parties shall take precedence over these Digital T&Cs. Deviating, conflicting or supplementary T&Cs of our customers shall become part of the contract only if we expressly agree to their validity.

1.5　These Digital T&Cs apply only to agreements with contractors. Contractors within the meaning of these T&Cs are natural or legal entities or partnerships with legal capacity acting, upon completion of the transaction, in pursuance of their commercial or self-employed occupation (Section 14 German Civil Code (BGB)).

Section 2 Conclusion of contract

2.1　VOLLMER's offers are non-binding unless expressly designated as binding. A legally binding relationship shall come into existence only through a mutually signed agreement, a written order confirmation from VOLLMER or when VOLLMER starts the provision of services following an order for applications. In that regard, the customer waives receipt of the declaration of acceptance.

2.2　The conclusion of an agreement comprises only the agreed subject matter of the agreement. Any further agreements with additional content, such as agreements

concerning hardware deliveries, software maintenance, other software services and training courses, must be concluded separately. In certain cases, VOLLMER can only guarantee the proper functioning of the digital products if an additional service contract, such as a maintenance contract, has also been concluded. In such cases, VOLLMER shall inform the customer of that prior to conclusion of contract.

2.3   VOLLMER is entitled to refuse performance entirely in the event of improper or incorrect self-supply unless VOLLMER can reasonably be expected to provide a partial delivery. That applies, however, only if the failure to supply is not attributable to VOLLMER and VOLLMER has effected a specific covering transaction with due diligence. In the event of improper self-supply, VOLLMER shall make every reasonable effort to provide the services required in accordance with the agreement. If VOLLMER legitimately refuses performance in full or in part, VOLLMER shall reimburse any remuneration already received to the amount of the performance refused. In the event of non-availability or only partial availability, the customer will be informed without delay.

Section 3   Provision of digital products

3.1   VOLLMER is entitled to make the contractual digital products available for download from the Internet or a data carrier which can be read at the customer's premises.

3.2   VOLLMER is entitled – regardless of the existence of a separate maintenance agreement – to make default settings on the products so they are updated regularly. It is essential to update the digital products to comply with IT security standards and guarantee compatibility with other programs, with other products offered by VOLLMER.

3.3   The technical specifications for use of the digital products and the technical and functional details regarding the operation and content of the digital products can be found in the corresponding operating instructions, which expressly become part of the contract. The functionalities listed in the operating instructions are not guaranteed under a (legal) guarantee. When they are installed, the digital products are state-of-the-art regarding data security.

3.4   Beyond their intended use, the digital products do not access the customer's data processing systems. In general, access to other data processing systems is not necessary for the proper implementation of the actual software agreement. If, however, the customer wants to work with the data provided by the interfaces (e.g. OPC UA), the applications will also access customer systems – in particular, Windows network shares.

Section 4   Technical availability of the applications and access to the application data, response and recovery times

4.1   VOLLMER shall be liable only for the availability of the digital products as agreed in the operating instructions; in particular, VOLLMER cannot guarantee that the

data obtained using the digital products will be useful and usable for the customer. The contracting partners agree that "availability" means the technical usability of the digital products for use by the customer. The individual agreements made between the parties in accordance with the contractual offer under the order and VOLLMER's confirmation thereof shall be decisive for the specific scope, nature and quality of the services offered. Moreover, the quality and functionality is derived from the corresponding operating instructions and product descriptions.

4.2 In the event that the state-of-the-art changes, VOLLMER reserves the right to change the services within reasonable limits. For reasons of the technical progress, security, technical availability, stable operation, and integrity of VOLLMER's digital products, or to meet the obligation to provide up-to-date technical solutions, VOLLMER reserves the right to deactivate or change individual components of the digital products, to the extent that it does not unreasonably limit the purpose of the contract. VOLLMER shall inform the customer of this with a reasonable lead time.

4.3 If access to VOLLMER'S servers is included in the digital product, VOLLMER shall endeavour to always guarantee access. The contracting partner shall accept short-term losses of no more than 10% of the contractually agreed period of use. That does not apply to periods in which the server cannot be accessed owing to technical or other problems beyond VOLLMER's control (force majeure, third-party faults, etc.). VOLLMER reserves the right to limit access to the services as required for the security of the network operation, maintenance of the network integrity, in particular prevention of serious network disruptions, applications, or stored data. In such cases, VOLLMER will endeavour to inform the customer of the restriction and its anticipated duration.

4.4 VOLLMER points out that local use of the digital products may be possible even in the event of a VOLLMER server failure. This also applies to a failure of the update server.

4.5 The availability guaranteed under Item 4.3 above does not apply to third-party products or if, upon the customer's request, a hardware and software infrastructure other than that offered by VOLLMER is used.

Section 5   Usage rights

5.1 The usage rights granted to the customer are governed by VOLLMER's EULA (End User License Agreement). This EULA is annexed to these Digital T&Cs. Any authorisation to use shall end with the expiration of the (usage) agreement for the digital product.

5.2 Any individual contractual provisions which deviate from the EULA will take precedence over the EULA.

5.3 If the product contains open-source software, the customer may acquire further usage rights from the respective rights holders of the open-source software under the applicable open source licences. The operating manual contains a list of the open-source software used and the corresponding licences. The provisions of these

Terms and Conditions do not limit the authorisations to use the open source software; in that regard, the relevant open source licence terms take precedence.

Section 6 Other VOLLMER services

6.1   In addition to the digital products themselves with their existing features at the time of delivery, VOLLMER also provides the customer with the necessary product documentation.

6.2   The customer is entitled to save, print and reproduce the documentation provided, in the number necessary for the execution of this agreement, preserving the existing trademarks. Otherwise, the usage restrictions agreed in accordance with Section 5 apply accordingly.

6.3   Other VOLLMER services, which are to be remunerated separately, can be agreed at any time, in particular training on the applications of digital products, or services to adapt and develop the digital products in accordance with the customer's preferences and needs. Such other services are regularly provided against reimbursement of proven expenses at the VOLLMER price rates generally applicable at the time of ordering. If the customer wants to use such services, they must request them separately. VOLLMER is obliged to fulfil the order only if it has confirmed its acceptance of the order to the customer in writing. To that end, VOLLMER must send the customer an order confirmation within a reasonable period of time. VOLLMER provides such services only during usual business hours.

Section 7 Servicing and maintenance

7.1   VOLLMER is entitled to perform contractually required servicing and maintenance services by means of remote maintenance or remote troubleshooting, provided that it will not be disadvantageous to the customer, in particular in that it will not exceed the time it would take to provide the services on site, there are no risks to the IT security, and the customer's premises meet the technical requirements.

7.2   In that regard, the customer is obliged to guarantee VOLLMER the necessary access to its IT systems for the duration of the provision of said services.

Section 8 Data back-up

8.1 The customer must take all reasonable precautions to secure all the data obtained using the digital products or in the applications.

8.2 The customer must perform regular data back-ups.

Section 9 Rights to any resulting data

The customer owns all rights to the data resulting from its use of the digital products, insofar as it is not personal data. VOLLMER is, however, entitled to read the data during servicing or maintenance and use it for internal purposes, to find out how to improve its products and services. For that purpose, the customer grants VOLLMER a temporally and spatially unlimited transferable right. Where possible, VOLLMER will anonymise the data obtained in that way and will not combine it with personal data.

Section 10 Remuneration

10.1 The fees agreed in the individual contract for digital products apply. Remuneration shall be due plus the applicable statutory VAT. If the contract is justifiably terminated without notice, the fees will be reduced pro rata temporis.

10.2 The digital products may differ from one another in terms of billing models. Depending on the digital product, models such as "one-time payment", "prepaid" or "recurring payment" for subscriptions. The billing model is defined as part of the individual contract.

10.3 VOLLMER is entitled to increase the usage-based remuneration accordingly to offset personnel and other cost increases. VOLLMER shall notify the customer of such price increases in writing or by e-mail; the price increases do not apply to the periods for which the customer has already made payments. If the prices increase by more than 10% of the previously agreed prices, the customer shall be entitled to terminate the contract with a notice period of three months to the end of a calendar month; if the customer exercises this right of termination, the non-increased prices will be charged until the termination takes effect.

Section 11 Duties and obligations of the customer

11.1 The customer is obliged to inspect, or have inspected, the digital products provided by VOLLMER as soon as they are made available and to report any defects identified, describing the fault in detail. The customer must test the intended use of the applications before using them productively.

11.2 If necessary, in if VOLLMER needs to service its digital products, the customer must cooperate as required, particularly by providing the necessary access, such as remote access, information and data.

11.3 The customer is responsible for the compatibility of the digital products with the hardware and software it provides, if and to the extent that VOLLMER has not explicitly checked and acknowledged them in writing in advance. Moreover, the customer is responsible for providing the other IT infrastructure (Internet connection, up-to-date browser software) required for the full functioning of the digital products.

11.4 The customer must keep their hardware and software up to date, in particular with regard to IT security, by means of appropriate measures, such as regular updates of the anti-virus software.

11.5 In addition to these Digital T&Cs and VOLLMER's EULA, the customer must comply with the provisions of the applicable national law, in particular data and youth protection regulations and national criminal law provisions. In particular, the customer is obliged:

11.5.1 to protect the access data provided by VOLLMER and the corresponding identification and authentication mechanisms against unauthorised third-party access and not to share it with third parties.

11.5.2 not to breach the rights of third parties, in particular copyrights and ancillary copyrights, trademarks, patents and other property and personal rights.

11.5.3 not to run any applications which could cause a change in the physical or logical structure of the networks, such as viruses.

11.6 With regard to the collection, processing, and use of personal data by the customer with the help of or via the digital products provided under the agreement, the customer must comply with the applicable data protection regulations. In general, it must endeavour – even if permission is granted otherwise – to obtain verifiable consent before processing the data.

11.7 In the event that a maintenance contract is concluded, VOLLMER's main contractual obligations shall not apply if and to the extent that, without affecting the obligation to pay the agreed remuneration, the customer refrains from installing the current or previous version of the digital products provided under the agreement, using the troubleshooting provided, or updating the digital products, unless the versions, troubleshooting or updates are faulty. The customer is responsible for installing software updates on its own systems. VOLLMER will inform the customer of software updates in writing. VOLLMER expressly points out that any failure to install updates may increase the security risk.

11.8 The customer will inform VOLLMER without delay if the digital products are not working properly. The customer must detail the circumstances and consequences of faults specifically (e.g. transfer of error files, use of aids) and in writing to the following address: **service@vollmer-group.com**

11.9 In the event of an alleged fault, the customer must provide VOLLMER with all the information required to eliminate the fault, on a suitable data carrier at VOLLMER's

request. That may include the following information: The symptoms that have occurred, the application components, and the system and hardware environment or other useful information, for example the number of users affected.

11.10 If the customer becomes aware that its access data or the identification and authentication mechanisms have been misused, it must inform VOLLMER without delay. In the event of misuse, VOLLMER is entitled to block access to its services. The block can be lifted only following written request by the customer. The customer is liable for any misuse attributable to it.

Section 12 Blocking access

12.1 VOLLMER reserves the right to delete information from servers and block user accounts if these Digital T&Cs are breached. If the applicable laws are breached, VOLLMER is entitled to forward the relevant information to the competent state authorities. In both cases, VOLLMER must inform the customer in writing in advance of the planned actions and give the customer the opportunity to respond within a reasonable period of time, unless the national regulations call for immediate notification of the state authorities.

12.2 VOLLMER reserves the right to block the use of its digital products temporarily in whole or in part, if and to the extent that the customer uses the products unlawfully or breaches the essential obligations laid down in these Digital T&Cs, if the customer does not pay the remuneration or uses the application other than as permitted in the EULA. VOLLMER will immediately inform the customer in writing, giving them the opportunity to respond within a reasonable period.

Section 13 Exemption

VOLLMER is not responsible, at least towards the customer, for the customer's own content, such as when using additional applications on the digital products provided under the agreement. VOLLMER is not obliged to check the content for potential legal infringements. Upon first request, the customer will release VOLLMER of any claims which third parties may make against VOLLMER owing to the breach of their rights. In that regard, the customer will also bear the costs of the VOLLMER's legal defence, including any court and lawyer fees incurred, to the amount of the statutory fees. The customer must guarantee VOLLMER a reasonable advance thereof.

Section 14 Data security, data protection

14.1 VOLLMER processes personal data exclusively in accordance with the applicable data protection regulations, i.e. in accordance with the European General Data Protection Regulation (GDPR) and, if applicable, the provisions of the German Federal Data Protection Act which extend that regulation. All VOLLMER employees are aware of and obliged to maintain data confidentiality.

14.2 The customer must also commit its employees to data secrecy in accordance with the applicable national regulations.

14.3 In the event that a third party asserts a claim against VOLLMER on the grounds of a data protection breach by the customer, the customer is obliged to release VOLLMER of the third-party claims upon first request.

14.4 VOLLMER collects and processes customer data, such as application data, which VOLLMER has reasonably obtained, only to the extent necessary to perform the agreement. Provided it is not personal data, the customer consents to the collection and use of the data to that extent. Otherwise, the corresponding national data protection regulations apply.

14.5 The obligations under Sections 14.1 to 14.3 apply beyond termination of the agreement for as long as application data falls within VOLLMER's area of influence.

14.6 The information required in accordance with the GDPR on the extent of the collection and processing of personal data and the rights of the data subject can be found in the annex to these T&Cs.

Section 15 Confidentiality

15.1 The customer must maintain the confidentiality of all information disclosed to it in connection with the agreement regarding products, the company and any contractual relationships of VOLLMER ("Confidential Information").

15.2 The aforementioned confidentiality does not apply to information which.

15.2.1 was known or generally available to the customer prior to the date of receipt.

15.2.2 was known or generally available to the public prior to the date of receipt.

15.2.3 becomes known or generally available to the public after the date of receipt through no fault of the customers.

15.3 The customer may use and exploit the confidential information only with the prior written consent of VOLLMER.

15.4 The obligations under Section 15.3 apply indefinitely after termination of the agreement if there is no exemption under Section 15.2.

Section 16 Maintenance and guarantee

16.1   VOLLMER guarantees the maintenance of the contractually agreed quality of the digital products throughout the term of the agreement, and that their use in accordance with the agreement does not conflict with third-party rights. VOLLMER only provides a warranty for optional digital products of the IoT gateway if a basic licence is activated on the IoT gateway at the time the defect occurs. VOLLMER will remedy defects as to quality and title of the digital products within a reasonable period of time following a customer complaint, if and to the extent that VOLLMER is able to do so. VOLLMER will inform the customer of any updates to the third-party programs it uses as soon as it finds out about them and will enable the customer to install said updates.

16.2   VOLLMER is not liable for any defects as to quality or title of the digital products that have been caused by updates carried out after installation of the digital products and where the customer has not complied with the agreed maintenance and repair intervals or those specified by VOLLMER, or the customer has not installed the updates provided.

16.3   The customer is obliged to inform VOLLMER in writing of any application faults immediately upon discovering them. For material defects, this involves describing the time the fault occurred and the detailed circumstances. Any faults in the services owed by VOLLMER will be remedied once the customer has described the fault. If VOLLMER is not able to remedy the fault within a suitable period of time, the customer may demand a pro-rata reduction. That does not apply if the fault was caused by conditions for which the customer is responsible, if it does not meet its obligation to cooperate. In the event of repeated substantial defects, the customer may also terminate the contract without notice. Further rights of the customer remain unaffected.

16.4   VOLLMER makes no guarantees to the customer in the legal sense, unless otherwise expressly agreed.

16.5   Any content which the customer enters into the digital products is external content to VOLLMER. The legal responsibility for it lies with the customer.

16.6   At the current state of technology, it cannot be guaranteed that data communication via the Internet will be always error-free and available. VOLLMER therefore does not accept liability for technical defects which are not attributable to VOLLMER, in particular the constant, uninterrupted availability of databases and their content or the complete, error-free transfer of any content entered by the customer.

Section 17 Liability, limitations of liability

17.1   VOLLMER assumes no liability for the uninterrupted availability of systems or system failures, disruptions and faults of the technical systems and services which are not attributable to VOLLMER. VOLLMER is not liable for disruptions in the quality of access to its services on the grounds of force majeure or events not attributable to it. That includes but is not limited to strikes, lockouts, legitimate

internal industrial action and official orders. It also includes the complete or partial failure of the communication and network structures and gateways of other providers and operators required for their own provision of services. VOLLMER is entitled to defer its obligations for as long as the occurrence which caused the delay persists, plus a reasonable start-up period. Furthermore, VOLLMER is not liable for errors within the customer's or other third parties' area of risk, in particular for faults caused by improper operation or modification of the digital products or other third-party software, contamination of the corresponding software components with computer viruses, use of unsuitable data carriers, faulty hardware, failure of the power supply or data-carrying lines, and errors owing to a lack of information security or inappropriate environmental conditions at the site of operation of the digital products.

17.2 VOLLMER's liability is limited to breaches of obligation caused intentionally or by gross negligence if and to the extent that any liability claims of the customer are not based on a guarantee made by VOLLMER, product liability, fraudulent intent, breach of essential contractual obligations by VOLLMER, damage to body and health caused by VOLLMER, and loss of life. In those cases, VOLLMER is also liable for breaches caused by ordinary negligence.

17.3 In the event of breaches of obligation caused by ordinary negligence, the liability is limited to damage which is foreseeable owing to the nature of the goods, typical of the contract and caused directly by the breach.

17.4 The aforementioned limitations of liability also apply to breaches of obligation by VOLLMER's legal representatives or vicarious agents.

17.5 If the customer fails to perform a data back-up and thereby guarantee that lost data can be recovered with reasonable effort, VOLLMER's liability if data is lost will be limited to the effort that is usually necessary to recover the data following the required data back-ups.

17.6 VOLLMER's liability will cease to apply if the customer has made changes to the digital products or to the hardware and software configuration in place at the time the digital products were installed, without being entitled to do so by prior written consent from VOLLMER to the extent that the changes have caused the damage incurred.

Section 18 Term, termination

18.1 A permanent contractual relationship is established at least with the purchase of the basic licence of the IoT-Gateway hardware product. This licence is available with different terms, but with a maximum term of ten years. The contractual relationship can be cancelled by either party with a notice period of 3 months.

18.2 In the case of the use of add-on options with optional digital products, such as the Notification App, different terms apply. These terms are valid for one year from the conclusion of the contract. During the agreed term, the ordinary right of cancellation is excluded. If the contract is not cancelled in text form with a notice period of 3 months to the end of the term, it shall be extended by a further year in each case.

18.3 With regard to the IoT Gateway, the contractual relationship for the add-on options also ends when the contract for the basic licence ends.

18.4 The right of both parties to extraordinary termination without notice and for good cause remains unaffected. Good cause exists if the respective contractual partner can no longer be expected to continue the contractual relationship, taking into account all the circumstances of the specific case and giving due consideration to the interests of both parties. Such good cause exists, for example, if the customer is in default of payment of the fee for a period of more than two months, or if, despite being informed and given a deadline, the customer exceeds its rights to use the contractual digital products, which it is granted in accordance with Section 5 of these T&Cs in conjunction with VOLLMER's EULA.

18.5 If the agreement is terminated, the customer is obliged to give VOLLMER one-time access to the hardware on which the digital products are installed following consultation to disable the products, if that is necessary to stop further use of the digital products.

Section 19 Changes to the T&Cs

19.1 VOLLMER reserves the right to amend these Digital T&Cs at any time with a reasonable notice period of at least six weeks. VOLLMER shall inform the customer of such an amendment in writing. In the context of this notification, VOLLMER will inform the customer by sending the amended Digital T&Cs so that they can object to the amendment to the T&Cs in writing within a reasonable period of time.

19.2 If the customer does not object or fails to meet the deadline, the amended T&Cs shall be deemed accepted. In the event of an objection, the agreement will end unchanged with the previous T&Cs at the time of the existing contract term, without the need for termination of one of the parties.

Section 20 Final provisions

20.1 The contractual relationship is governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

20.2 The possible ineffectiveness of individual provisions of the software agreement and these Digital T&Cs does not affect the validity of the remaining content of the contract. The parties will try to replace any ineffective conditions with an individual contract provision that complies with the law.

20.3 Deviations from these conditions must be confirmed in writing. That also applies to a change in this written-form requirement.

20.4 Insofar as the customer is a merchant, a special fund under public law or a legal entity under public law, the exclusive place of jurisdiction for all disputes arising

from this agreement is the registered office of VOLLMER, unless different place of jurisdiction is mandatory in accordance with a standard.

Annexes to these Digital T&Cs
Annex 1: Information notice acc. to Art. 13 GDPR
Annex 2: End User Licence Agreement for the permanent transfer of software

11.04.2024

Annex 1:
Information notice acc. to Art. 13 GDPR

We process personal data to the extent defined below:

1. Data processing controller

VOLLMER WERKE Maschinenfabrik GmbH
Ehinger Straße 34
88400 Biberach / Riss
Germany

Tel.: +49 (0) 7351 571 0
Fax: +49 (0) 7351 571 130
E-mail: INFO@VOLLMER-GROUP.COM

Registered office: Biberach
Ulm District Court, HRB 640007

Authorised representative CEO: Andreas Böhm, Dr.-Ing. Stefan Brand
Chairman of the Supervisory Board: Martin Kapp

Our data protection officer can be contacted as follows:

VOLLMER WERKE Maschinenfabrik GmbH
Data protection officer
Ehinger Straße 34
88400 Biberach / Riss
Germany

E-mail: DATENSCHUTZ@VOLLMER-GROUP.COM

2. Purpose of data processing and legal basis of consent for processing

The data processing of the personal data collected by us is effected acc. to Art. 6 (1) lit. b GDPR for the purpose of order processing within the framework of the contract concluded with the customer, particularly for contract processing and performance of the contract. After the fulfilment of the contractual duties, we process the personal data for the fulfilment of possible post-contractual obligations, such as warranty and/or guarantee claims. We also use the data acc. Art. 6 (1) lit. f GDPR for canvassing existing customers.

VOLLMER WERKE Maschinenfabrik GmbH Ehinger Straße 34 88400 Biberach/Riß, Germany	Commerzbank Ulm SWIFT COBADEFFXXX IBAN DE56 6544 0087 0130 6000 00	Kreissparkasse Biberach SWIFT SBCRDE66 IBAN DE20 6545 0070 0000 0120 74	BW-Bank Biberach SWIFT SOLADEST IBAN DE19 6005 0101 0004 4760 70	Registered office: Biberach Ulm District Court, HRB 640007 VAT ID DE 144889422
Tel.: +49 (073 51) 571-0 Fax: +49 (073 51) 571-130 info@vollmer-group.com www.vollmer-group.com	Deutsche Bank AG SWIFT DEUTDESS630 IBAN DE33 6307 0088 0050 0488 00	UniCreditBank AG, Ulm (Hypovereinsbank) SWIFT HYVEDEMM461 IBAN DE78 6302 0086 0387 5834 24	CEO: Andreas Böhm Dr.-Ing. Stefan Brand	Chairman of the Supervisory Board: Martin Kapp

3. Data categories and origin of data

We process the following categories of data: master data, communication data, contract data, if nec. payment information. All data processed by us was communicated to us beforehand by our customers.

4. Recipients

Insofar as this is required for the contract processing, we pass on the personal data to the following recipients: Assignees, payment processors, shipping companies, producers of the goods we distribute, service providers, if necessary insurance companies and authorities (such as the tax office).

5. Duration of storage

We save the personal data collected by us for as long as this is required for achieving the stated purposes and the legal retention periods stipulate.

6. Rights of the data subjects

(1) Users have the right to receive information free of charge at any time about:

a) The purposes for which we process personal data;

b) The categories of personal data that we process;

c) The recipients or categories of recipients to whom the personal data was disclosed or is currently being disclosed;

d) The planned duration of storage of the personal data concerning them or, if accurate details are not possible, criteria used to determine the storage period;

e) All available information about the origin of the data, if the personal data is not collected from the data subject;

f) The existence of an automated decision-making process including profiling in accordance with Article 22 (1 and 4) GDPR and – in these cases at least – meaningful information about the involved logic as well as the scope and intended effects of such processing for the data subject.

(2) The users also have the following rights:

a) Right to correction
The users have a right to correction and/or completion against us, in cases where the processed personal data that relates to them is inaccurate or incomplete. We will carry out the correction immediately.

b) Right to the restriction of processing
Subject to the following conditions, the users can request to restrict the processing of the personal data that relates to them:

I) If they contest the accuracy of the personal data that relates to them for a period which allows us to verify the accuracy of the personal data;

II) The processing is unlawful and they oppose deletion of the personal data but instead request to restrict the use of the personal data;

III) We no longer require the personal data for processing purposes, but they require it to assert, exercise or defend legal claims, or

IV) If they have filed an objection to the processing in accordance with Article 21 (1) GDPR and it is not yet clear whether our legitimate reasons outweigh the reasons given by the users.

If processing of the users' personal data has been restricted, this data may only be processed – other than to save it – with the consent of the users or to assert, exercise or defend legal claims or to protect the rights of another natural or legal person or for reasons of important public interest for the EU or a member state.

If the processing was restricted based on the conditions above, we will inform the users before the restriction is lifted.

c) Right to deletion

I) Obligation of deletion
The users can request us to delete the personal data relating to them immediately, and we are obligated to delete this data immediately, if one of the following reasons applies:

The relevant personal data is no longer required for the purposes for which it was collected or otherwise processed.

The users withdraw their consent which supported processing in accordance with Article 6 (1a) or Article 9 (2a) GDPR, and there is no other legal basis for processing.

The users object to the processing in accordance with Article 21 (1) GDPR and there are no overriding legitimate reasons for the processing, or they object to the processing in accordance with Article 21 (2) GDPR.

The personal data relating to the users was unlawfully processed.

The deletion of personal data relating to the users is required in order to meet a legal obligation under European Union law or the laws of member states with which the controller must comply.

The personal data relating to the users was collected in relation to information society services offered in accordance with Article 8 (1) GDPR.

II) Information to third parties
If we have made a user's personal data public and we are obliged to delete it in accordance with Article 17 (1) GDPR, then we will take appropriate measures (including those of a technical nature) in consideration of the available technology and the implementation costs, to inform other data processing controllers who are processing the personal data, that the user as the data subject has requested that all links to this personal data, or copies or replications of such data are deleted.

III) Exceptions
The right to deletion does not apply if the processing is required
to exercise the right to freedom of expression and information, to fulfil a legal obligation which requires processing according to the laws of the EU or its member states, which the controller is subject to, or to perform a task which is in the public interest or in the exercise of public authority, which was passed on to the controller;
for reasons of public interest in the area of public health in accordance with Article 9 (2h, i) as well as Article 9 (3) GDPR;
for archiving purposes, scientific or historical research purposes in the public interest or for statistical purposes in accordance with Article 89 (1) GDPR, provided that the right mentioned in section a) will likely make implementing the objectives of this processing impossible or seriously disrupt it, or to assert, exercise or defend legal claims.

d) Right to information

I) If a user has asserted the right to correct, delete or restrict the processing against us, we are obligated to inform all recipients to whom the user's personal data was made public about this correction or deletion of data or restriction of processing, unless this proves to be impossible or it involves disproportionate effort.

II) The user is entitled to be informed by us about these recipients.

e) Right to data portability

Users have the right to the personal data relating to them, which they have given us, in a structured, conventional and machine-readable format. They also have the right to communicate this data to another controller without obstruction from us, provided that

I)   processing is based on consent in accordance with Article 6 (1a) GDPR or Article 9 (2a) GDPR or on a contract in accordance with Article 6 (1b) GDPR and

II) processing takes place using an automated procedure.

In exercising this right, users also have the right to have the personal data related to them communicated directly from one controller to another controller, where technically possible. This must not restrict the liberties and rights of other people.

The right to data portability does not apply to the processing of personal data which is required to perform a task that is in the public interest or in the exercise of public authority, which was passed on to the controller.

f) Right to object

I)   For reasons relating to their particular situations, users have the right to object at any time to the processing of their personal data, in accordance with Article 6 (1e or f) GDPR; the same applies to profiling based on these provisions.

II)   We will then cease processing the users' personal data, unless we can provide compelling legitimate reasons for doing so, which outweigh the users' interests, rights and freedoms, or unless the processing is used to assert, exercise or defend legal claims.

III) If the users' personal data is processed to pursue direct advertising, they have the right to object at any time to the processing of their personal data for such advertising purposes; the same applies to profiling insofar as it is linked to direct advertising. At the current time, we are not conducting any such processing.

IV)   If the users object to data processing for direct advertising purposes, their personal data will cease to be processed for such purposes.

V)   Users have the opportunity to exercise their right to object via automated procedures which use technical specifications, in connection with the use of information society services – irrespective of Directive 2002/58/EC.

VI)   Users can also withdraw consent at any time, invariably with implications for the future, and refuse future use of their data, where permitted by the legal regulations.

g) Right to file a complaint with a supervisory authority

I) Disregarding any other administrative or judicial remedy, the users have the right to file a complaint with a supervisory authority, especially in the member state where they live, work or the location of the suspected contravention, if they believe that the processing of their personal data contravenes the GDPR.

II) The supervisory authority where the complaint was filed informs the complainant about the status and results of the complaint, including the option of judicial remedy in accordance with Article 78 GDPR.

III) The supervisory authority responsible for us is:

German State Commissioner for Data Protection and Freedom of Information Baden-Wuerttemberg
Postfach 10 29 32
70025 Stuttgart, Germany

Königstr. 10a
70173 Stuttgart, Germany

Tel.: +49 (0) 711 61 55 41 0
Fax: +49 (0) 711 61 55 41 15
E-mail: poststelle@lfdi.bwl.de

Website: WWW.BADEN-WUERTTEMBERG.DATENSCHUTZ.DE

11.04.2024

Annex 2
End User Licence Agreement for the permanent transfer of software (EULA)

by VOLLMER WERKE Maschinenfabrik GmbH
(hereinafter referred to as the "Licensor")

Section 1 Validity of the terms of the Agreement/subject matter of the Agreement

(1) This End User Licence Agreement is concluded between the Licensee and the Licensor. The Licensee hereby confirms that they have acknowledged and agree with the following provisions in their entirety.

(2) The software transferred by the Licensor along with any user manuals and instructions supplied are protected by copyright. The Licensee shall acquire ownership of the software carrier (e.g. a CD-ROM or the machine on which the software has been pre-installed), but not of the software itself. This shall remain the intellectual property of the Licensor and/or the relevant legal owner if the Licensor provides the Licensee with third-party software. The Licensee shall only acquire the right to use the software in accordance with the Agreement. Copyright, patent rights, trademark rights and all other neighbouring rights and industrial property rights to the software and to the above-named objects which have been transferred by the Licensor to the Licensee shall remain exclusively with the Licensor under the relationship between the Licensor and the Licensee.

(3) If and insofar as the licensed software is an open-source software, its licence terms shall take precedence over this EULA. The licence terms are attached to the software.

Section 2 Scope of use

(1) Upon conclusion of the Licence Agreement, the Licensee shall acquire a non-exclusive, transferable right to use the software and this right shall be unlimited in terms of time. Where, under the main agreement to this Licence Agreement, software has been leased only for a limited time, the right to use the software shall also be limited in terms of time. "Use" refers to any permanent or temporary duplication (copying) of the software by storing, loading, running or displaying it for the purposes of executing the software and processing the data contained in the software. The Licensee is also entitled to execute the specified actions for the purpose of observation and investigation and in order to test the software.

(2) The software copy may be modified or revised where this is necessary for the intended use, or use in accordance with the Agreement, to connect with other software or for error correction. Additional modifications or revisions are expressly excluded. In particular, any company names, brand names, copyright notices or other notices relating to the reservation of rights contained in the software must not be modified or deleted and shall be transferred in accordance with any versions of the software modified or revised in accordance with sentence 1.

(3) Decompilation of the software codes is only permitted under the statutory limitations set out in Section 69e German Copyright Act (UrhG) and only if the Licensor has not provided the Licensee with the information required to establish interoperability despite being previously requested to do so. Additional retranslations are excluded. This provision on decompilation shall not apply if individual licence terms (e.g. for free or open-source software) expressly permit decompilation under certain conditions. In that case, the respective individual licence terms shall take precedence over this EULA.

(4) The Licensee is entitled to make a backup copy of the software copy. Where the software copy is provided with technical copyright protection, the Licensee shall have the right, in the event that the software copy is damaged, to request another software copy from the Licensor upon presentation of an error report.

Section 3 Licence fees

Where a separate licence fee is due, the provisions relating to this shall be set out in the underlying main agreement. In this respect, reference is made to this agreement.

Section 4 Passing on the software copy

(1) The Licensee is entitled to pass on the software copy, in its original state and as a whole together with a copy of this Agreement, to a subsequent user. The Licensee undertakes to hand over to the subsequent user, to the extent required, the original data carrier, this Licence Agreement and the applicable T&Cs of the Licensor. The passing on of the software copy and Agreement shall simultaneously represent an offer from the Licensor to the sub-purchaser upon conclusion of an identical agreement. The sub-purchaser shall indicate their acceptance by accepting the software copy.

(2) By passing on the software copy, the right to use in accordance with Section 1 shall be transferred to the subsequent user who, under the provisions of this Agreement, shall thereby take the place of the Licensee. At the same time, the right to use of the original Licensee shall lapse in accordance with Section 1.

(3) When passing on the software copy, the Licensee shall delete or destroy in some other way, immediately and fully, all existing duplicate copies and partial copies of the software copy, as well as any modified or revised versions along with any copies and partial copies made of these. This shall also apply to all backup copies.

(4) Paragraphs (1) to (3) also apply if passing on a software copy is part of a temporary and/or free-of-charge transfer.

(5) The Licensee is not permitted to issue sub-licences.

Section 5 Other rights, data protection

(1) All further rights to use and exploitation of the software copy shall remain reserved. In particular, the Licensee is not entitled to use the software copy and/or amended or revised versions of the same on more than one computer or machine simultaneously. The exploitation rights of the Licensee to in-house software which is developed or run in accordance with the intended use of the software transferred by the Licensor, as well as all other work results obtained when using the software, shall remain unaffected.

(2) Leasing the software copy or parts thereof is expressly prohibited.

Section 6 Warranty

It should be noted that it is not possible to develop software in such a way that it is error-free for all conditions of use. The Licensor warrants that the software copy is suitable for use as set out in the program description it has issued and which is applicable at the time of transfer to the Licensee, and/or for the operation of the machine in accordance with the Agreement.

Section 7 Support agreement

If, in addition to the Licence Agreement, an agreement exists on maintaining and updating the software (support/service agreement), the notice periods, services and costs/fees that exist in this respect shall be derived exclusively from this.

Section 8 Miscellaneous

(1) Amendments or additions to this End User Licence Agreement must be made in writing. That also applies to changes to the written-form requirement.

(2) Should any individual provision(s) of this Agreement be or become legally ineffective, this shall not affect the validity of the remaining provisions of the Agreement.

(3) The law of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to this Agreement.

(4) The place of performance and the place of jurisdiction for all disputes arising from or in connection with this Licence Agreement shall be the registered office of the Licensor (Biberach an der Riss, Germany). The Licensor shall also have the right to bring legal action against the Licensee based on violations of this Agreement at the Licensee's main place of business.

11.04.2024