

# GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND THE PROVISION OF SERVICES BY BOSCH REXROTH S.A.

November 2025 Version

The general terms and conditions set out herein (hereinafter the "**Terms**") are intended to determine the terms governing the sale of products and the provision of services for consideration by "BOSCH REXROTH S.A. - SINGLE-MEMBER COMMERCIAL AND INDUSTRIAL SOCIÉTÉ ANONYME OF AUTOMATION PRODUCTS AND SYSTEMS", having its registered seat in Koropi, at 37 Ercheias Street, 194 00 Koropi, Attica, Greece, with VAT No. 094450594 and General Commercial Registry (GEMI) No. 001700301000 (hereinafter the "**Company**"), to the Company's customers (hereinafter each a "**Customer**").

These Terms do not apply to assembly and repair works, nor to software licenses, even where such elements are included in the Products supplied by Bosch Rexroth under these Terms. The Terms are also available on the website <a href="https://www.boschrexroth.com/en/gr/legal-notice/">https://www.boschrexroth.com/en/gr/legal-notice/</a> (hereinafter the "Terms Website").

The Terms supersede and replace any other standard business terms of the CUSTOMER, unless otherwise agreed in writing between BOSCH REXROTH and the CUSTOMER. BOSCH REXROTH SA makes every effort to update the Terms; however, the CUSTOMER is advised to check the most recent version of the Terms, as available on the Terms Website.

## I. Delivery, Delivery Times, Culpable Delay

- 1. Delivery times are binding only if agreed in writing. In case of doubt, the delivery times shown in the order confirmation shall apply. The calculation of the delivery time begins from the conclusion of the contract, and in any case not before the fulfillment of the Customer's cooperation obligations, in particular the receipt by the Company of the documents and materials to be provided by the Customer, approvals, releases and, if provided, after the payment of the agreed advance payment or the issuance of a letter of guarantee if such has been agreed.
- 2. Unless otherwise agreed, the Software is delivered or made available for download in the version specified in the Documentation. The Customer is responsible for installing the Software. In case the Software is provided on data storage media or is pre-installed, it may not include the version specified in the Documentation. The Company's delivery obligation is fulfilled by providing an upgrade. The Customer is obliged to perform the upgrade.
- 3. If the failure to meet the delivery times is due to force majeure or other events beyond the Company's control, the Company is not liable, such as, but not limited to, war, terrorist attacks, riots, epidemics, pandemics, natural disasters, extreme weather events, import and export restrictions, power outages, government measures or official orders, including those concerning subcontractors, the agreed delivery times shall be extended accordingly. The same applies to delays in the production chain affecting the Company or its subcontractors, as well as difficulties in the supply of raw materials or insufficient or late deliveries from suppliers.
- **4.** If the delivery by the Company is delayed for reasons other than those mentioned in par. 3 of Clause I above, the Customer may set a new delivery period within a reasonable period. In the event that the Company does not meet the new delivery period, the Customer has the right to cancel the order.
- **5.** For Customer's claims for compensation due to delayed delivery, Clause VI applies.



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- 6. If the Customer is late in accepting delivery or if he culpably breaches other obligations of cooperation, the Company may charge the Customer with the storage costs incurred or 1% of the invoice value for each month of storage starting one month after the notification of the readiness of the materials for shipment (provided that the costs actually incurred are substantially lower). In addition, the Company reserves the right to terminate the contract after a reasonable period of time. In the event of termination of the contract, the Company will invoice the Customer for the costs it has incurred.
- **7.** The Company may make partial delivery and corresponding invoicing of the order.

#### II. Prices

- 1. Unless otherwise agreed, pricing is based on prices in effect at the time of delivery.
- 2. The prices for the Products and services include delivery to the Company's headquarters, while excluding packaging, transportation, insurance, assembly and commissioning costs, unless otherwise specified in the offer, plus VAT applicable at the time of delivery.

#### III. Transfer of Risk, Shipment

- 1. Delivery is deemed to be at the Company's registered office (FCA Incoterms®2020), unless otherwise expressly agreed. The same applies to the provision of Software on a data storage medium or for Software that is preinstalled on a Company Product at the time of delivery.
- **2.** Alternatively, the Software is delivered and the risk is transferred, at the Company's option, either by providing the Software for download, or by transmitting the necessary information for its download.
- **3.** If the goods are to be, at the Customer's request, delivered to another location, the method of transport will be at the Company's discretion, unless otherwise expressly agreed with the Customer.
- **4.** Transport insurance will only be provided upon request and at the expense of the Customer.
- 5. Spare Parts and Products that have been repaired will be shipped for a fixed shipping and packaging charge, in addition to the repair service charge provided by the Company, unless the Company is required to cover the entire cost in the event that the defect falls within its responsibility.
- 6. Products returned to the Company or sent for repair must be sent free of charge to the Company's headquarters, unless the Company is required to cover all costs in the event that the defect falls within its responsibility.
- 7. If the shipment of the Products is delayed for reasons not attributable to the Company, the risk is transferred to the Customer from the day of notification of the readiness of the Products for shipment.

## IV. Warranty (Liability for Defects)

- 1. Claims for compensation due to a defective Product are limited to a period of two (2) years (warranty period). This warranty period does not apply when a different commercial warranty period is specifically provided.
- 2. The warranty period for defective Products begins upon shipment of the Product, but in the case of Products for the automotive industry it begins upon the date of use, in all other cases upon installation, but in any case, not later than two (2) years from delivery of the Product. The Company does not warrant



that the Software will be completely free from errors; the Software is delivered to the Customer "as is".

- 3. In the event of a defect occurring within the warranty period, the cause of which existed before the date of shipment, or in the case of Software, the date of delivery, the Customer may: (a) request the repair or replacement of the Product, unless this is impossible or requires disproportionate costs, (b) request a reduction of the price, (c) withdraw from the contract or (d) demand compensation, unless the defect is considered to be immaterial. The defective Product must be sent for repair either to the Company or to the nearest customer service point for the specific Product, as specified by the Company: <a href="https://www.boschrexroth.com/en/gr/service-and-support/service/">https://www.boschrexroth.com/en/gr/service-and-support/service/</a>. The cost of transporting the defective Product to and from the Customer's original delivery address will be borne by the Company, if the complaint about a defective Product is ultimately proven to be justified. Defects are remedied by replacing or repairing the defective Product at the Company's premises. Defects are remedied at the point of installation only upon special agreement and in accordance with the Company's applicable terms for the repair of Products.
- 4. The warranty does not apply if the Product has been modified by third parties, or if parts manufactured by third parties have been installed on it, unless it is proven that there is no relationship between the defect and the above modifications. Also, the warranty does not apply if the Company's specifications for loading, packaging, installation, handling, maintenance have not been followed or in case of incorrect assembly by the Customer or a third party.
- 5. Also, the warranty does not apply in the following cases: incorrect or inappropriate use, incorrect assembly and/or operation by the Customer or a third party, unsuitable equipment, normal wear or breakage, incorrect or negligent handling, poor maintenance, unsuitable operating media, such as unsuitable oils, coolants, etc., unsuitable spare parts, unsuitable foundation, vibrations, climatic, chemical, electrochemical, electrical or other influences. The Company is not liable for defects due to incorrect design or unsuitable materials to the extent that the customer had requested such design or materials despite prior warning from the Company. The Company is not liable for parts of the Product supplied by the customer himself.
- 6. The Customer must provide the Company or any third party to whom the obligation to remedy the defect has been assigned by it, sufficient time and the opportunity to carry out the work covered by the warranty. The Customer may also carry out such work himself, provided that the Company has given him written consent or if this is provided for by law. The Company will cover the necessary expenses for such work to the extent that these expenses are reasonably related to the value of the non-defective Product, the importance of the defect and/or the possibility of remedying the defect using alternative methods. Any expenses beyond the above will be borne by the Customer.
- 7. The warranty period is interrupted for the time required to remedy the defect or deliver a new Product. The warranty period is not renewed after the defect has been remedied.
- **8.** Further claims due to defects, referring to contractual or non-contractual claims for damages not relating to the Product itself, fall within the scope of what is stated in Clause VI.
- **9.** If the complaint about a defective Product proves to be unjustified, the Company is entitled to charge the Customer for all expenses incurred by the relevant complaint.
- **10.** A defect in the Software may be corrected at the Company's discretion by means of an update / patch / bug fix / upgrade or by suggesting the application of a software solution; the latter only if this is reasonably acceptable to the Customer, taking into account the effects of the defect and the

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circumstances of the solution suggested, par. 2 of Clause I shall apply mutatis mutandis. The Company shall not be liable for a defect in the Software if this results from the absence of a specific update, which the Customer failed to install within a reasonable time after its provision, and the Customer's failure to install the update or its incorrect installation by him is not due to incomplete installation instructions provided to the Customer. In any case, the Company ensures that the Customer is notified and provided, in addition to security updates, with any other updates necessary for the Software to comply with the contract.

- The following do not constitute defects in quality: (a) natural wear and tear, (b) characteristics of the Product or damage caused to the Product or by the Product after the transfer of risk due to improper handling, storage or installation, or non-compliance with regulations and instructions for installation and handling, or excessive strain or use, or inappropriate operating resources, commissioning or maintenance, (c) characteristics of the Product or damage caused to the Product or by the Product by force majeure, special external influences not foreseen by the contract, or due to the use of the Product outside the use foreseen by the contract or normal use, and, in the case of software, by infection by a virus or other malicious software, (d) modifications to the Product by the Customer or other third parties, unless the defect is not causally related to the modification, (e) errors in the Software caused by application errors by the Customer and which could have been avoided if the Documentation had been carefully studied. Application errors are also considered to be non-existent or inadequate backup measures that would have prevented data loss, (f) errors based on the use of the Software in an operating environment not approved by the Company or due to errors in the hardware, operating system or software of other manufacturers.
- **12.** The Company is not responsible for the quality of the Product based on design or choice of materials, as long as the design or material was determined by the Customer.
- 13. With regard to Software, which the Customer or a third party has extended or modified through an interface intended for this purpose by the Company, the Company is only liable for defects arising up to the interface. The Customer is obliged to protect the Company against any related third party claims, regardless of the legal basis of the claim.
- **14.** Unless otherwise agreed, it is the Customer's responsibility, by selecting appropriate technical and/or organizational measures, to ensure the security of its systems when integrating or using the Product, taking into account the technical nature of the Product. This applies in particular when the Customer is a highly critical infrastructure operator.
- 15. The Company's liability for damages due to defects in quality is further governed by Clause VI. Other claims of the Customer or claims from the Customer based on defects in quality other than those covered by this Clause IV are excluded.
- **16.** The provisions of this Clause IV further cover defects that are not due to the infringement of third-party industrial property rights under Clause VII.

## V. Intellectual Property Rights

1. The Company's liability is limited only to claims arising from the infringement by third parties of an intellectual property right, which belongs or belonged to the Customer or to a corporate entity, in which the Customer holds or held, directly or indirectly, the majority of the shares or voting rights, and for which the Customer had immediately informed the Company of the risks of infringement and the Company, with the Customer's consent, undertook to



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conduct legal proceedings (including out-of-court actions), as well as in the case of intellectual property rights, provided that at least one intellectual property right has been registered either with the European Patent Office (EPO) or in one of the following countries: Greece or Germany.

- 2. The Company is obliged, at its discretion, to secure a license for the Customer for the Product that infringed a property right or to modify it so that it no longer infringes this right or to replace it with another corresponding Product.
- 3. The liability for compensation in paragraphs 1 and 2 of this Clause V describes exclusively the Company's liability for infringement of intellectual or industrial property rights by third parties. The above does not apply and the Company bears no liability if the Products were produced in accordance with the Customer's specifications or if the infringement of the right concerns the use of the Product in combination with another Product that was not produced by the Company or if the Products are used in such a way that it was impossible to foresee.

#### VI. Liability

- 1. The Company is liable for any actual or legal defect of the Products, as well as for the lack of their agreed properties, in accordance with the provisions of articles 535, 535A and 535B of the Civil Code.
- 2. Unless otherwise provided in the Terms, the Company is liable for damages resulting from non-fulfillment of contractual or non-contractual obligations only in cases of intent or gross negligence on the part of its representatives or employees, in the event of death, personal injury, breach of a material contractual obligation, breach of a guarantee or creation of risk by the Company. However, damages for breach of a material contractual obligation are limited to foreseeable damage, characteristic of the type of contract, with the exception of the case of death or personal injury or breach of a guarantee or causing danger by the Company with intent or gross negligence of a representative of the Company or its employee.
- 3. The provisions of par. 2 of this Clause VI may in no case alter the burden of proof against the Customer.

#### VII. Retention of Ownership

- **1.** The Company retains ownership of the delivered Products until full payment of the agreed price.
- 2. If retention of title is contrary to the laws of the country where the Products are delivered, a guarantee as equivalent as possible to retention of title must be agreed. If the Customer's cooperation is required for the establishment of such a right, then the Customer must take all necessary measures to assert and maintain such rights, as well as to retain title.
- **3.** If it is possible, within the framework of the law of the country where the Products are located, to agree on an extension of the retention of title (e.g. the prior assignment to the Company of claims from the sale of the Products delivered by the Company), then the Customer must, upon the Company's request, agree to such an extension of the retention of title of the Products.
- **4.** If maintenance or repair work is required on Products subject to retention of title, the Customer must perform such work promptly and at its own expense.
- 5. The Customer must immediately inform the Company of any seizure or other infringement of rights over the Products, whether they belong in whole or in part to the Company, as well as of any related claims. The Customer bears the burden of all costs required to remove such third-party claims, including



costs arising from actions to defend the Company's rights, as well as for the replacement of the Products, if the damages cannot be remedied by third parties.

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## VIII. Payment

- 1. Unless otherwise agreed in writing, payment must be made within 30 days of the invoice date or within 10 days of the repair date, in cash and without any discount. The Company may make delivery conditional (e.g. by cash payment against shipping documents, or by deposit into the Company's bank account) or advance payment of the price.
- **2.** The Company reserves the right to apply any payment first towards the Customer's oldest outstanding debt.
- 3. If the Customer has delayed payment, then the Company is entitled to demand immediate payment of the entire debt within the framework of the cooperation, without objections being raised by the Customer. This right of the Company does not cease by granting a deferral of payment or by accepting a post-dated check. Furthermore, the Company may make pending deliveries only against advance payment of the price or against receipt of a guarantee. If the Customer's financial situation deteriorates significantly after the conclusion of the agreement, the Company may unilaterally terminate the agreement, provided that the customer is not prepared to make a simultaneous payment or does not provide sufficient security despite the fact that he was requested by the Company.
- **4.** The Customer is entitled to suspend payments only if his counterclaims are undisputed or have become final.

#### IX. Export Controls

- 1. If, before the delivery of the Product, it emerges that the execution of the contract by the Company becomes impossible or difficult due to national or international export control regulations, in particular embargoes or other sanctions, the Company has the right to cancel the contract immediately and without any loss to itself.
- 2. The delivery deadline is suspended in the event of delays due to export controls or approval procedures, unless the Company is responsible for this process.
- **3.** The Customer undertakes to provide all required information and documents for the purpose of delivery, for the export or movement of the Products to be delivered in accordance with the contract, unless this obligation falls within the Company's sphere of influence.
- **4.** In case of cancellation in accordance with par. 1 of this Clause IX, the Customer is not entitled to claim compensation due to the cancellation.
- 5. When the Products provided by the Company (including technology and corresponding documents, regardless of the method of their disposal) and the works and services provided by the Company (including technical support of any kind) are delivered, transferred or provided for use in any other way to third parties within the territory or internationally, the Customer is obliged to comply with the respective applicable provisions of national and international (re-)export control regulations.



X. Confidentiality Σελίδα 7 Από 11

- 1. Confidential Information originating from the Company must not be disclosed or otherwise made accessible to third parties in its entirety and may only be made available to those individuals within the Customer's business who need to know the respective information for the execution of the purpose of the contract and who have also been contractually bound to an obligation of confidentiality. The respective Confidential Information remains the exclusive property of the Company. The Confidential Information may not be reproduced or used commercially without the prior written consent of the Company. Upon request by the Company, all Confidential Information originating from the Company (respectively, including any copies or recordings made) and loaned items containing Confidential Information must be returned to the Company or completely destroyed without undue delay.
- 2. The obligation to maintain confidentiality under this Clause X does not apply to Confidential Information that: (a) was already lawfully in the Customer's possession before being delivered by the Company, (b) was lawfully received by the Customer from third parties without any confidentiality obligations, (c) is disclosed to third parties by the Company without any confidentiality terms, (d) is developed by the Customer independently of the information received, (e) must be disclosed pursuant to a statutory requirement, (f) is disclosed by the Customer with the prior written consent of the Company.
- **3.** The Company reserves all rights to the Confidential Information referred to in this Clause X.

## XI. Reverse Engineering

- 1. Without the prior consent of the Company, the Customer is not permitted to carry out any modification, examination, reverse engineering or testing (known as reverse engineering) of a Product provided for use by the Company.
- 2. In addition to this Clause, with respect to the Software, the Customer is not entitled, subject to par. 1 of Clause XVI, to modify, alter, reverse engineer, decompile or disassemble the program code or any part thereof or to create the source code or to produce derivative works from the Software. In any case, the mandatory provisions of Intellectual Property law shall apply.

#### XII. Data Use - Data Protection

- 1. The Company is entitled, to the extent permitted by law, to store, use, transfer and/or exploit all information provided and created by the Customer in connection with the Software, except for personal data, beyond the purpose of the contract for any purposes, such as for example statistical, analytical and internal purposes. This right is unlimited and irrevocable.
- 2. To the extent that personal data is processed, the Company complies with the applicable data protection regulations. In this case, the details regarding the data collected and their respective processing are set out in the Company's data protection statements (https://www.boschrexroth.com/en/gr/data-protection-notice/).

# XIII. Other Terms

1. This contract is governed by Greek law and any dispute arising between the Company and the Customer from its interpretation or application will fall under the jurisdiction of the courts of Athens.



2. These Terms have been drafted and are valid in the Greek and English languages. In case of any discrepancies, the Greek language prevails over the English language.

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# ADDITIONAL SOFTWARE TERMS

## XIV. Subject of the License / Software

- 1. The description of the Software is set out in the Documentation which will be provided to the Customer upon request prior to the conclusion of the contract.
- 2. The Software includes, to the extent possible, the executable program code and the corresponding Documentation in electronic form and installation instructions, unless the Software is self-installing. Subject to paragraph 1 of Clause XVI, the source code does not form part of the subject matter of the contract.

#### XV. Free Software and Open-Source Software

- 1. The Software may contain FOSS. The Customer may receive an up-to-date list of FOSS content and the corresponding applicable FOSS license terms upon request prior to conclusion of the contract, but no later than upon delivery of the Software. If the Software contains a FOSS component, the Customer's dealings with that FOSS component shall be governed primarily by the corresponding FOSS license, with which the Customer is obliged to comply.
- 2. The Company reserves the right to introduce new or updated FOSS into the Software during updates (including updates, upgrades, patch updates or bug fixes, respectively) or a new version. The corresponding FOSS licenses will be provided at the latest upon delivery of the update. Furthermore, par. 1 of Clause XVI applies accordingly.
- 3. The FOSS included in the Software has no impact on the selling price of the Software and will therefore be provided without a license fee or any other monetary compensation.
- **4.** Beyond fulfilling its own license obligations arising from the included FOSS, the Company does not provide support services that serve to fulfill the Customer's license obligations arising from the included FOSS.
- **5.** If Software Products are also available from third party providers and these are not considered FOSS, Company reserves the right to transfer them in accordance with the respective exclusive terms and conditions of the third party provider. These Software Products may be used solely in connection with the Product.

## XVI. Rights of Use

- 1. Upon delivery of the Software, the Customer is granted a perpetual, non-exclusive right to use the Software in accordance with the relevant License Type and in compliance with the specifications of the Documentation in accordance with the Terms. Use is permitted only in the agreed countries of destination. In the absence of an express contractual provision, this is the country in which the Customer has its registered office.
- 2. Customer may make and use backup copies of the Software to the extent permitted by copyright law. Backup copies must be marked as such and marked with the copyright notice of the original Software, to the extent possible.



Customer is also bound by the Terms with respect to the use of the backup copy.

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- **3.** The Customer may only engage third parties to carry out the measures of par. 2 above, who are not competitors of the Company, unless the Customer proves that the risk of disclosure of significant Confidential Information of the Company is excluded.
- 4. If the Company provides the Customer with updates (including upgrades, updates and/or patch updates or bug fixes) and/or a new version of the Software, these shall also be subject to the Terms, unless otherwise agreed in writing. Once the new version of the Software is installed, the Customer's rights for the previous version shall expire after a transition period of one (1) month. Par. 4 of Clause IX shall apply in the event of return of the Software.
- 5. The Customer may not grant sub-licenses. The Customer may, however, transfer the granted right of use to third parties, discontinuing its own use, provided that the following conditions are met.
- (a) If the Software was acquired with a Target Hardware device, the Software may only be transferred to third parties for use in connection with that Target Hardware. This applies to floating licenses (par. 5 of Clause XIX), provided that they may be transferred to third parties by the Customer only if transferred in their entirety and, where applicable, together with each Target Hardware device on which the Software may be used.
- (b) The Customer shall ensure that no other rights of use of the Software are granted to the third party than those to which the Customer is entitled under the Terms and that at least the obligations arising from the Terms in relation to the Software are imposed on the third party. In the event of a transfer of a right of use to a third party, the Customer shall be obliged to deliver to the third party all copies provided or created by the Customer or to delete them. If the Customer transfers its right to use the Software, the Customer shall also deliver the Documentation to the third party.
- **6.** All further rights in the Software not expressly granted, including, in particular, all trademark rights and other intellectual property rights in the Software shall remain with the Company. The Software's markings, in particular copyright notices, trademarks, serial numbers, etc. may not be removed, modified or deleted.

## XVII. Customer Obligations for Cooperation and Provision of Information

- 1. The Customer is responsible for the compatibility of the hardware and software environment with the system requirements of the Software. In case of doubt, the Customer shall obtain advice from the Company and/or specialized third parties before concluding the contract.
- 2. The use of the Software to influence or control an electronic system is partly possible. Therefore, considering the risk analysis, the Software may be operated (and if necessary, installed) exclusively by qualified personnel.
- 3. The Customer shall inform the Company of any possible errors in the Software without undue delay. In this context, the Customer shall provide all necessary information upon request by the Company. The Customer shall allow the Company to access the Software in order to address and correct the errors. At the Company's option, this shall be carried out either on-site or/and by remote access.
- 4. Customer shall protect the Software from access by unauthorized third parties by taking appropriate measures, in particular by storing all backup copies of the Software and Documentation in a secure place.
- **5.** The Company has the right to examine whether the Software is being used in compliance with the License Type. For this purpose, the Company may



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request information from the Customer and inspect the books and documents, including the Customer's hardware and software environment, to the extent that such inspection can provide details of the extent of use of the Software. For this purpose, the Company shall have access to the Customer's business premises during normal business hours, after giving at least two weeks' notice. The Customer shall ensure, to the extent that it can reasonably be expected, that the audit can be conducted by the Company and shall cooperate in the audit. The Company shall use all information obtained during the audit only for the purpose of checking compliance with the License Type. The Customer may require that the on-site audit be conducted by a representative of the Company who is bound by professional secrecy. The costs of the audit are borne by the Company, unless the audit reveals that there is Incomplete License Coverage. In this case, the Customer is responsible for the costs of the audit.

- 6. In the event of Incomplete License Coverage, the Customer shall pay the unpaid fee based on the then applicable general price list for comparable services at the time the deficiency is established plus the liquidated damages in an amount equal to 10% of the value of the Incomplete License Coverage. The Customer bears the burden of proving that the damage was less. In addition, the Customer shall terminate any Incomplete License Coverage without undue delay.
- 7. The Customer shall take reasonable precautions in the event that the Software fails to function properly either in whole or in part (e.g. through daily data backups, malfunction diagnosis, regular examination of data processing results). Unless the Customer expressly indicates otherwise in advance, the Company shall assume that there has been a backup copy of all of the Customer's data with which the Company may come into contact.

#### XVIII. Engineering Software

- 1. The information and graphical representations stored in the Engineering Software serve exclusively for the description of the respective Products and lose their validity when the Products described therein and/or the corresponding technical Documentation change, at the latest, however, when a new version of the Engineering Software is issued. The information and graphical representations stored in the Engineering Software are not intended for construction or development purposes independent of the Products.
- 2. The Engineering Software does not verify the results produced regarding the accuracy of the calculation or the software created or modified and/or the executable and suitability for application. Therefore, the responsibility for the selection and dimensioning and/or configuration of the Products and/or for the software created or modified with the help of the Engineering Software belongs exclusively to the Customer. The Product order is made exclusively based on the catalog data and the Documentation belonging to the Product.
- 3. If and to the extent that copyrighted material is created for the Customer as a result of a software change/creation using Engineering Software or if the Customer requests or acquires a Proprietary Right based on the above change/creation, the Customer shall inform the Company without undue delay and grant the Company a free, perpetual, non-exclusive, irrevocable license, which also grants the Company the right to grant further licenses. With regard to Proprietary Rights, the Customer shall grant a license to the Company under a separate agreement, under customary market conditions.



**XIX. Definitions** Σελίδα 11 Από 11

**1. Documentation:** All information necessary to enable the Software to be used for its intended purpose.

- **2. Engineering Software:** Software with which certain Products can be selected, calculated, dimensioned and/or configured, and/or a toolkit that includes Software components and a development environment to support the Customer when creating/changing software.
- **3. FOSS:** Free and open-source software and third-party software provided under a royalty-free license.
- **4. Confidential Information:** Information within the meaning of paragraph 4 of article 22a of Law 1733/1987.
- **5. License Type:** Determines the scope of use of the Software and the number of users. The Company distinguishes between the following License Types:
- (a) Single / Workstation: the Software may be used on one Target Hardware device.
- (b) Bulk / multiple / license: a specific number of individual licenses.
- (c) Network / Server / Copy License or Floating License: the Software may be installed on a network server and/or on any number of Target Hardware devices integrated into the local network. In this case the Software may only be used simultaneously on a specified number of Target Hardware devices and/or workstations.
- (d) **Corporate license:** the Software may be used at the agreed premises of the Customer's business.
- **6. Incomplete License Coverage:** Use of the Software beyond the agreed usage rights.
- 7. **Product:** Tangible goods and/or Software.
- **8.** Proprietary Rights: Industrial and intellectual property rights of the Company or third parties.
- **9. Software:** Either standalone software delivered by the Company or software contained in tangible goods or Target Hardware.
- **10. Target Hardware:** Physical goods or customer device on which the Software is installed.