

Terms and Conditions for Hardware

Section A – General Terms

1. Applicability of the Terms and Conditions

- 1.1. Vector offers hardware, software and related services for the development of vehicle electronics and medical technology as well as for development in the railway, avionics and industrial technology sectors and for use in production systems and which can be used in the Customer's end products.
- 1.2. The Terms and Conditions of Vector GB Ltd. ("**Vector**") consist of Section A - General Terms and Section B - Special Terms ("**Terms**"). They shall apply only for business transactions with companies as defined in the Companies Act 2006 and legal entities established under statute.
- 1.3. The Contractual Performances shall be governed exclusively by Vector's Terms, which unless expressly stated otherwise, constitute the entire agreement between the parties and supersede any other agreement or understanding. The Customer's general terms and conditions shall only apply to the extent that Vector has expressly agreed to such terms in writing; even if Vector, being aware of the Customer's general terms and conditions, renders performance without reservation. In the event of any conflict or inconsistency between Vector's Terms and the Customer's general terms and conditions, Vector's Terms shall take precedence.
- 1.4. The content and scope of the Individual Contract and the fees payable by the Customer in respect of the Individual Contract shall be mutually agreed by the parties and documented in writing in a separate Individual Contract in such form as the parties agree. "**Individual Contract**" means the mutually agreed, explicit or implied declarations, insofar as their object are Contractual Performances. Each Individual Contract shall be effective once signed by an authorised representative of each party and shall form a separate agreement between the parties governed by and incorporating the Terms. Any conflict or inconsistency between the terms of an Individual Contract and these Terms shall be resolved in favour of these Terms, unless the Individual Contract specifically modifies these Terms, in which case such modification shall apply only in relation to that Individual Contract.

2. Delivery and acceptance

- 2.1. Unless the parties have expressly agreed otherwise, the scope of Contractual Performances to be provided by Vector shall be determined exclusively by the respective Individual Contract.

- 2.2.** Additional Contractual Performances that are not covered by an Individual Contract and that are carried out at the Customer's request or additional expenses that are incurred due to incorrect information provided by the Customer or due to preliminary work that is not carried out in a timely or professional manner by the Customer or other third parties (unless these are agents employed by Vector in the performance of its contractual duties), shall be remunerated separately and the Customer agrees to pay such amounts as have been reasonably incurred by Vector upon receipt of a valid tax invoice.
- 2.3.** The Customer shall inspect the Contractual Performances provided by Vector under an Individual Contract without undue delay and notify Vector in writing if it accepts the Contractual Performances ("**Acceptance**"). The Contractual Performances shall be deemed accepted and approved if the Customer does not promptly notify Vector in writing of any alleged deviations from the contractually agreed Contractual Performances.

3. Customer's obligations to provide cooperation

- 3.1.** The Customer shall provide all documents necessary for the proper performance by Vector of its contractual obligations under the Terms and each Individual Contract.
- 3.2.** The Customer alone shall be responsible for validating use of the Contractual Performances in a production environment including any testing and assessment required to ensure the operation of the Contractual Performances and integration and interfacing with other hardware, software and systems in the Customer's chosen production environment provides the consistent and reliable results. In this context, it is the Customer's responsibility to examine such performance under its operating conditions of use before deploying the Contractual Performances into production. Vector offers to assist the Customer in this upon request, subject to appropriate compensation.
- 3.3.** The Customer shall obtain all official approvals and authorizations from the respective competent authorities, which are required for the Customer to receive and use the Contractual Performances as a component of the Customer's system.
- 3.4.** If the Customer fails to provide its cooperation or to provide it in a timely manner, Vector will notify the Customer in writing. If the cooperation has still not been provided two weeks after this notification, the deadlines set for Vector for the performance shall be extended accordingly.

4. Rights of use

- 4.1.** Unless otherwise agreed, upon payment of the agreed fees Vector shall grant the Customer a non-exclusive, perpetual, transferable, non-sublicensable licence to

use the Contractual Performances for its own purposes in accordance with the Individual Contract and the intended purpose.

- 4.2. All other rights of use and exploitation (including intellectual property rights to the Contractual Performances) shall remain with Vector. Vector shall be entitled to use the Contractual Performances and the acquired know-how also in other ways, provided that this is not in conflict with the licence granted under Section A clause 4.1 or the confidentiality provisions according to Section A clause 14.
- 4.3. Other than to the extent expressly permitted by law or by Vector, the Customer shall not be entitled to reverse engineer, decompile or disassemble the Contractual Performances.
- 4.4. The Contractual Performances may contain open-source software and/or other third-party software ("**Third-Party Software**"), which is subject to special license terms. To the extent stipulated by these licence terms, these licence terms shall apply in addition to and take precedence over the Individual Contract and the Terms in the event of any inconsistency.
- 4.5. Where Section A clause 4.4 applies, Vector shall, to the extent required by the applicable licence terms, refer to the Third-Party Software and the applicable licence terms and shall provide otherwise or make available the licence terms to the Customer.

5. Protection of intellectual property

- 5.1. The Customer acknowledges that the Contractual Performances provided by Vector, including the associated documentation, including future versions, are protected by copyright and constitute business and trade secrets of Vector.
- 5.2. The Customer shall ensure that the Contractual Performances are protected by appropriate confidentiality measures (i) against unauthorized access and misuse by third parties and (ii) are not disclosed, unless this occurs in the context of the use as specified in the Individual Contract. To this end, the Customer shall take the necessary IT security measures in accordance with the requirements of the relevant best practices, technical regulations, general norms and security standards in line with the current state of the art.
- 5.3. To the extent that the Customer is entitled to transfer the Contractual Performances to group companies and/or agents of the Customer for their use, the provisions of Section A clause 5.2 shall apply accordingly to such group companies and agents, and the Customer shall ensure compliance with these provisions by entering into appropriate agreements with such group companies and agents and shall be liable for their acts or omissions.
- 5.4. If Vector provides the source code for any Contractual Performances, the

Customer shall make such source code available to third parties only with Vector's prior written consent. Vector will not unreasonably withhold such consent.

- 5.5.** The Customer may make copies of the Contractual Performances solely for its internal business purposes and subject to the other restrictions on use set out in these Terms and the applicable Individual Contract. Any notes of programme names, copyright holders and suppliers shall also be indicated in or on copies.

6. Change request ("Change Request")

- 6.1.** If the Customer wishes to extend or otherwise modify any of the Contractual Performances, Vector shall agree to such modification to the extent that this is reasonable for Vector. In this case, Vector shall be entitled to demand a reasonable adjustment of the Individual Contract, in particular an increase of the fees payable and/or an extension of any agreed deadlines, unless the implementation of the change does not affect the Individual Contract.
- 6.2.** Changes to already agreed Contractual Performances and the adjustment of the Individual Contract must be in writing and signed by the parties before they are effective. If the Customer makes a verbal Change Request, Vector shall be entitled to demand that the Customer formulates such request in writing, or Vector may itself confirm the change in writing.

7. Fees / payments / withholding tax

- 7.1.** The fees payable in respect of the Contractual Performances shall be set out in the applicable Individual Contract.
- 7.2.** The fees are exclusive of VAT applicable from time to time and shall be payable in the currency stipulated in the Individual Contract. Customs and other public charges, which are levied due to the Contractual Performances being rendered across borders shall be borne by the Customer.
- 7.3.** If no fixed price has been agreed in an Individual Contract, then the fees shall be calculated on a time and materials basis in accordance with Vector's price list as amended from time to time, as stated or referred to in the relevant Individual Contract. Billing is done monthly.
- 7.4.** The fees are exclusive of any support services as well as travelling expenses, travelling time and ancillary costs, which shall be borne by the Customer. Billing for any support services, travelling expenses, travelling time, or other ancillary costs shall be on a time and materials basis at the rates specified by Vector in the applicable Individual Contract or as otherwise agreed with the Customer.
- 7.5.** The fees and any applicable taxes shall be due and payable by the Customer within 30 days of invoicing without any set-off or deductions.

- 7.6.** If any fees are overdue, Vector shall be entitled to charge default interest at a per-annum rate of 8 percentage points above the base interest rate of the Bank of England from time to time.
- 7.7.** If the Customer is required by law to deduct withholding tax from payments to be made by the Customer to Vector, to the extent that Vector is not entitled to deduct such withholding tax from its income tax due to a governmental or court order based on an applicable tax treaty or the tax laws applicable to Vector, the Customer shall be allowed to deduct the withholding tax from the payments to be made to Vector only to the extent that the Customer, taking into account the withholding tax to be deducted, increases the amount due to Vector so that Vector receives the full amount that Vector would have received if no withholding tax had to be deducted from the payments due to Vector.
- 7.8.** If the Customer deducts withholding tax pursuant to Section A clause 7.7, the Customer shall provide Vector with official tax certificates from the relevant tax authorities evidencing the payment of withholding tax by the Customer on behalf of Vector.

8. Notice of Defects

- 8.1.** The Customer shall notify Vector without undue delay of any defects with the Contractual Performances, stating the effects of the respective defect ("**Notice of Defect**").
- 8.2.** A defect in quality is present if the Contractual Performances does not meet or exceed any agreed performance standards or is not suitable for the contractually agreed use, in each case as stated in the relevant Individual Contract.
- 8.3.** A defect in title is present if the rights required for the use of the Contractual Performances could not be validly granted to the Customer.
- 8.4.** Except to the extent expressly set out in these Terms or in the relevant Individual Contract, to the maximum extent permitted by law Vector disclaims all warranties, guarantees, and representations, whether express or implied, including any warranties, guarantees, or representations that the Contractual Performances will be fit for a particular purpose, of a particular quality, uninterrupted or continuously available, supported, or error-free.
- 8.5.** Vector shall have no liability for any defects in the Contractual Performances:
- (a) that arise due to any unauthorised modification of the Contractual Performances,
 - (b) in the case of Contractual Performances, that arise following acceptance of the Contractual Performances by the Customer in accordance with any agreed acceptance procedures set out in the relevant Individual Contract,
 - (c) caused by the Customer's or any third party's systems,

- (d) that cannot be reproduced by Vector; or
 - (e) has not been notified by the Customer to Vector in writing (including e-mail) promptly after its discovery, stating the information necessary for identifying and reproducing the defect; or
 - (f) that arise due to use of the Contractual Performances outside of any agreed parameters as set out in the relevant Individual Contract.
- 8.6.** To the extent that Vector is liable for any defects in the Contractual Performances:
- 8.6.1.** Vector shall (at its election) either correct the defect or re-perform the Contractual Performances (or re-supply the Contractual Performances).
 - 8.6.2.** For defects that seriously affect the use of the Contractual Performances, Vector will provide, as far as possible, a workaround solution, so that the defect no longer has a serious effect.
 - 8.6.3.** To the extent that the Contractual Performances are manufactured by a third party ("**Third Party Deliverables**"), Vector shall have no liability in respect of any information or specifications provided by the relevant third-party manufacturer. Vector's sole liability, and the Customer's sole and exclusive remedy, in respect of any defective Third Party Deliverables shall be that Vector will pass through any remedies that Vector receives from the relevant third-party manufacturer in respect of the defective Contractual Performances for the benefit of the Customer.
- 8.7.** Vector shall only be liable for defects in any Contractual Performances that have been notified to Vector within the relevant Warranty Period. The "**Warranty Period**" for Contractual Performances shall mean twenty-four (24) months from the date of Acceptance of the Contractual Performances, unless extended under Section A clause 8.8 below.
- 8.8.** The Warranty Period for any repaired or re-supplied Contractual Performances shall be extended so that it ends 12-months from the date the Contractual Performances was first repaired or re-supplied by Vector in accordance with these Terms. No further extensions of the Warranty Period shall apply in the case of any subsequent repairs or re-supplies of defective Contractual Performances.
- 8.9.** The Customer shall support Vector, within the bounds of reasonableness, in remedying defects; in particular, the Customer shall send the work results to Vector for inspection and install corrective measures provided by Vector.
- 8.10.** Vector shall be entitled to reimbursement of its expenses in investigating or remedying any alleged defects for which it is not liable under these Terms.

9. Liability

- 9.1.** Nothing in these Terms or any Individual Contract shall limit or exclude a party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, the Customer's liability to pay the fees or any applicable taxes, or any statutory or other liability which cannot be excluded or limited under applicable law or for which an exclusion or limitation would be void or unenforceable.
- 9.2.** Subject to Section A clause 9.1, neither party shall be liable to the other for any: (i) indirect or consequential losses; (ii) loss of actual or anticipated revenue or profits, loss of business opportunity, or loss of contract; (iii) loss of anticipated savings, wasted expenditure, business interruption or loss or corruption of data, or (iv) loss or damage to goodwill or reputation, in each case howsoever arising and no matter how fundamental (including by reason of a party's negligence).
- 9.3.** Subject to the other provisions of this clause, the maximum aggregate liability of Vector for any losses arising under or in connection with these Terms or any Individual Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever arising, shall be limited to the lower of the following amounts: GBP 100,000 (one hundred thousand Great British Pounds) or the total amount payable under the Individual Contract in the twelve (12) months prior to the first claim being made.
- 9.4.** Each party shall take all reasonable steps to mitigate any losses for which it is entitled to bring a claim against the other party under these Terms or any Individual Contract.

10. Audits

- 10.1.** Vector shall be entitled to review the Customer's use of the Contractual Performances once per calendar year. For this purpose, Vector will contact the Customer in advance and arrange for an inspection during the Customer's normal business hours. If violations to the detriment of Vector are found, the Customer shall bear the costs of the inspection.

11. Subcontractors

- 11.1.** Vector shall be authorised to engage third parties as subcontractors. If Vector commissions a subcontractor, Vector shall be obligated to make confidential information available only to those persons for whom this is necessary, and Vector shall obligate such persons in writing to comply with confidentiality obligations in accordance with Section A clause 14.

12. Force Majeure

- 12.1. Each party shall be released from responsibility for non-fulfilment of its respective contractual obligations to the extent that such non-fulfilment is caused by Force Majeure.
- 12.2. For the purposes of these Terms, **"Force Majeure"** shall mean circumstances beyond the control of the party invoking Force Majeure, provided such party is without fault in causing or failure to prevent such circumstances, including, but not limited to, war, strikes, riots, expropriation, storm, flood and other natural disasters, uncontrollable technical problems of the Internet and other circumstances for which the respective party is not responsible.
- 12.3. Each party undertakes to inform the other party promptly of the occurrence of Force Majeure. In this case, the dates and deadlines for the performance of the abovementioned obligations shall be adjusted by mutual agreement or, if no mutual agreement can be reached, shall be automatically extended for a period equal to the duration of the Force Majeure plus a reasonable period for the resumption of performance of such obligations.

13. Export control

- 13.1. The Customer is responsible for adherence to the applicable export regulations.
- 13.2. Vector shall be entitled to terminate these Terms and/or any Individual Contract with immediate effect on service of written notice to the Customer in the following cases:
 - 13.2.1. If the Contractual Performances to the Customer is subject to a prohibition not ascertainable at the time of the conclusion of the Individual Contract or an authorization requirement under applicable export regulations and the authorization is refused by the approval authority or is not issued within 6 months of the application.
 - 13.2.2. If Vector is legally unable or cannot reasonably be expected to perform its obligations under the Individual Contract due to applicable law or orders issued by government authorities exercising jurisdiction over Vector.
- 13.3. If Vector terminates these Terms or any Individual Contract in accordance with these Terms, Vector shall be entitled to invoice the Customer for Contractual Performances provided up to the effective date of termination, and the Customer shall pay such invoiced amounts in accordance with Section A clause 7 of these Terms. For Contractual Performances not yet rendered, Vector shall be entitled to charge to fees in the amount of 5% of the fees that otherwise would be payable for those Contractual Performances.
- 13.4. If Vector's performance of the agreement is delayed due to obstacles under

foreign trade law, the agreed dates or deadlines shall be postponed or extended correspondingly without Vector being liable for such delays in performance.

14. Confidentiality

- 14.1. The Customer shall keep confidential and protect all information disclosed or provided to it by Vector in the course of the initiation and performance of these Terms or any Individual Contract, which is protected by law or contains business or trade secrets or is marked as confidential, even beyond the end of the contractual relationship, unless such information is publicly known without breach of the confidentiality obligation.
- 14.2. The Customer may make confidential information, which is subject to a duty of secrecy available only to those employees or other third parties who require access to it in order to carry out their professional duties. It shall inform these persons about the need for confidentiality with regard to these objects.

15. Data protection

- 15.1. Vector processes personal data as required for business purposes and within the framework of the GDPR (including as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018) for the purpose of conducting the business relationship and fulfilling the Individual Contract. Vector shall comply with all applicable provisions of data protection law in the performance of the Individual Contract; this includes in particular the General Data Protection Regulation (GDPR).
- 15.2. The Customer agrees that it acts as a data controller in relation to personal data collected, processed and/or used in the context of the fulfilment of the Individual Contract. In this context, Customer undertakes (i) to comply with all applicable laws and regulations on the protection of personal data (hereinafter "**Data Protection Laws**") and (ii) to inform Vector and to agree additional contractual provisions to the extent that this is required under the applicable Data Protection Laws.

16. Transfer of rights and claims, set-off and retention

- 16.1. The transfer of rights and obligations, or the assignment of rights, with the exception of claims for payment, shall require the prior written consent of Vector.
- 16.2. The Customer shall be entitled to set-off or retention rights only insofar as its claim has been legally established or is undisputed. In the event of defects in the Contractual Performances, countering rights of the Customer in relation to these defects shall remain unaffected.

17. Continued applicability

- 17.1. The following provisions shall continue to apply after expiry or termination of the respective Individual Contract:

- (a) Section A clause 4. Rights of use
- (b) Section A clause 5. Protection of intellectual property
- (c) Section A clause 14. Confidentiality
- (d) Section A clause 15. Data protection
- (e) Section A clause 17. Continued applicability

18. Final provisions

- 18.1.** Amendments and supplements to these Terms or any Individual Contract must be made in writing and signed by an authorised representative of each party. The written form requirement may be satisfied by electronic formats such as email with a scanned signature or an electronic signature, which unequivocally identifies the issuer.
- 18.2.** Should individual provisions of these Terms and/or an Individual Contract be legally invalid, the validity of the remaining provisions shall remain unaffected. In this case, the parties shall be obligated to replace an invalid provision with a valid provision that comes as close as possible to the commercial purpose of the invalid provision.
- 18.3.** A person who is not a party to these Terms or any Individual Contract has no right under the Contracts (Rights of Third parties) Act 1999 to enforce or to enjoy the benefit of any term of these Terms or any Individual Contract, and the consent of such person shall not be required to make any change to these Terms or any Individual Contract.
- 18.4.** The law of England and Wales shall apply to the interpretation and governance of these Terms and any Individual Contract, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.5.** To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from these Terms or any Individual Contract shall be England.

Section B - Special Terms

1. Object of the contract

- 1.1. The subject matter of these Special Terms are the following Contractual Performances relating to hardware and associated software ("**Contractual Performances**"):
 - 1.1.1. The supply of hardware
 - 1.1.2. The delivery of software associated with the use of the hardware ("**Hardware-Related Software**")
 - 1.1.3. The provision of development services for hardware and Hardware-Related Software, in particular the adaptation, development, integration and Customer-specific programming of hardware.
 - 1.1.4. The provision of IT-specific services for hardware and Hardware-Related Software, in particular the installation, parameterization and set-up of the Contractual Performances
 - 1.1.5. The repair of hardware
 - 1.1.6. The recalibration of hardware.
 - 1.1.7. The provision of information via interfaces in Vector software to programs not to be supplied by Vector under the Individual Contract ("**Interfaces**").
- 1.2. In the event of any conflict or inconsistency between this Section B and Section A, Section B shall take precedence in relation to any of the Contractual Performances.
- 1.3. These Special Terms do not cover the implementation of test installations. These are the subject of an Individual Contract.
- 1.4. The properties of the hardware and the Hardware-Related Software are set out in the product descriptions and, in addition, in the user documentation.
- 1.5. Vector shall supply the Hardware-Related Software in executable form (object code), provided there is no license-related obligation to make the software available in source code.
- 1.6. Vector shall deliver the contractual user documentation in electronic form, e.g. as a download. The form and type of transfer of user documentation from upstream suppliers shall be determined by the respective producer.

2. Rights of use

- 2.1.** For the use of the Hardware-Related Software, Vector shall grant the Customer a non-exclusive, perpetual, transferable, non-sublicensable licence to use the Hardware-Related Software in accordance with the relevant Individual Contract and its intended purpose.
- 2.2.** For the use of the firmware, Vector shall grant the Customer a simple, non-exclusive licence to use the firmware as an integral part of the hardware in accordance with the relevant Individual Contract and its intended use. The Customer shall not decompile or reverse engineer the firmware unless and to the extent expressly authorised by applicable law.
- 2.3.** Vector shall grant the Customer a non-exclusive, perpetual, transferable and non-sublicensable licence to use the development services in accordance with the relevant Individual Contract and the intended use for hardware and Hardware-Related Software created within the scope of development services.
- 2.4.** Exclusive or spatially exclusive rights of use require a separate Individual Contract.
- 2.5.** The grant of the rights of use shall be subject to the Customer paying all applicable fees.

3. Retention of title/ contractual lien

- 3.1.** Vector shall remain the owner of the hardware and Hardware-Related Software (together with the data carrier on which it was provided, if applicable) until the purchase price has been paid in full. Until the full payment of the purchase price, the Customer shall not claim to transfer ownership in or allow any security interest to be placed over the hardware or Hardware-Related Software.
- 3.2.** In the event of a repair, Vector shall retain title to all accessories and spare parts used until receipt of all payments under the respective Individual Contract.
- 3.3.** For its claim arising from the repair order, Vector is entitled to a contractual lien on the object of the order. The contractual lien can also be asserted for claims arising from earlier work, deliveries of spare parts and other performances, insofar as they have a material connection with the subject matter of the order.

4. Project services

- 4.1.** If Contractual Performances are to be provided by Vector as part of a project, the Customer shall submit a corresponding project enquiry to Vector in which it formulates the requirements for the respective project.
- 4.2.** Vector will prepare a project quotation and submit it to the Customer.
- 4.3.** The Customer shall review the project quotation within a reasonable period of time and provide Vector with feedback as to whether or not it accepts the offer.

- 4.4.** If the Customer accepts the project offer, the parties will conclude a corresponding Individual Contract in which the details of the project and the Contractual Performances to be provided are set out in more detail.
- 4.5.** The costs incurred by the Customer in connection with the planning, review and agreement of the project shall be borne by the Customer itself.

5. Liability

- 5.1.** In the case of repair, Vector expressly does not warrant that the original condition of the item to be repaired can be restored.
- 5.2.** Claims arising from repairs due to material defects shall lapse one year after acceptance of the object of the order, insofar as this is permitted under the law. If the Customer accepts the object of the order despite being aware of a defect, it shall only be entitled to claims for material defects if it reserves the right to do so upon acceptance.

6. Warranty for repairs and recalibration

- 6.1.** The warranty shall be limited exclusively to the repair carried out to remedy the defects as notified by the Customer and to the replacement components supplied by Vector (excluding cables, batteries, etc.).
- 6.2.** If the Customer accepts the object of the order despite being aware of a defect, it shall only be entitled to warranty claims if it reserves the right to do so upon acceptance (see Section B clause 8.2).
- 6.3.** Damage caused by the following reasons shall be excluded from the warranty:
 - (a) Unsuitable or improper use of the repaired item
 - (b) Normal wear and tear - especially of wearing parts
 - (c) Incorrect or negligent handling by the Customer
 - (d) Improper reworking or modification of the repaired item by the Customer.
- 6.4.** The warranty for recalibration is excluded.
- 6.5.** In all other respects, the provisions in Section A clause "8. Notice of defects" of the Terms for the rectification of defects and warranty shall apply.

7. Disposal

- 7.1.** Any parts of the hardware removed by Vector in the course of repair or replacement shall become the property of Vector.
- 7.2.** Vector shall be responsible for any necessary disposal at its own expense.

8. Acceptance/ dispatch/ default of acceptance

- 8.1. Deliverables provided as a result of development services rendered by Vector shall be accepted by the Customer without undue delay after they have been rendered. Acceptance shall be declared by the Customer in writing within 5 working days of performance.
- 8.2. Vector shall be entitled to demand partial acceptance. In this case, the final partial acceptance ("**Final Acceptance**") shall constitute acceptance of the entire service.
- 8.3. Vector shall notify the Customer in writing that the respective Contractual Performance is ready for acceptance.
- 8.4. The Customer may not refuse acceptance due to defects which are not significant.
- 8.5. The putting into operation of the Contractual Performances or part of the performance without prior formal acceptance by the Customer shall also be deemed acceptance upon the expiry of 14 days after the putting into operation. Partial acceptances that have already taken place shall remain unaffected by the success of the Final Acceptance.
- 8.6. In the case of hardware repairs, the work shall be deemed accepted by the Customer if the hardware has been shipped to the Customer and Vector has not been notified in writing (including by letter or e-mail) of any material defects in the repair work within 7 days after receipt of the hardware by the Customer.

9. Hardware and software Maintenance

- 9.1. Unless otherwise agreed, Vector does not offer any Maintenance services for hardware in addition to the obligation to remedy defects. However, Vector will provide Maintenance for the Hardware-Related Software ("**Maintenance**") if the Customer has placed a corresponding order.
- 9.2. If an Individual Contract provides for Maintenance of the Hardware-Related Software in exchange for a flat fee, the Maintenance shall cover only the following services:
 - 9.2.1. Remote diagnosis and corrections;
 - 9.2.2. The rectification of defects after expiration of the limitation period for claims based on defects in quality ("**Warranty Period**") under the Individual Contract for the integration services,
 - 9.2.3. telephone support for questions regarding the handling of the Hardware-Related Software,
 - 9.2.4. the provision of updated versions of the Hardware-Related Software.

- 9.3.** Vector may demand an adjustment of the flat fee once per calendar year. Any changes to the fee shall be based on the new hourly rates in Vector's current price list, as well as on the additional or reduced expenses due to changes in operating conditions.

10. Remote Maintenance

- 10.1.** The provision of Maintenance services by Vector pursuant to Section B clause 9 and the rectification of defects shall be carried out by means of remote Maintenance.
- 10.2.** The Customer shall be obligated to enable Vector to carry out remote Maintenance to the extent technically feasible. Any costs and expenses incurred in this context shall be borne by the Customer.
- 10.3.** If remote Maintenance is not possible due to the Customer's default, the Customer shall be obligated to reimburse Vector for any resulting additional expenses (e.g. travelling time and costs). Invoicing shall be based on submission of the relevant receipts and application of the applicable Vector hourly rates.
- 10.4.** The Customer is responsible for compliance with the data protection regulations on the permissibility of remote maintenance as the controller within the meaning of Article 4 No. 7 GDPR.

11. Claims for defects - subsequent improvement of hardware

- 11.1.** If Vector is obligated to the Subsequent Improvement of hardware ("**Subsequent Improvement**"), it shall be the Customer's responsibility to remove the hardware from the Customer's systems and environment to be improved and to reconnect the hardware or any replacement after improvement.
- 11.2.** The Customer shall send the hardware for Subsequent Improvement in the original packaging if possible. Vector will inform the Customer about a parcel service upon request.
- 11.3.** The Customer shall reimburse Vector for all support services (repair costs, etc.) and ancillary costs, in accordance with the expenses and based on Vector's current price list, unless the repair is a warranty claim for defects.
- 11.4.** The limitation period for claims due to defects is twelve (12) months from the date of transfer of risk for Subsequent Improvement of the hardware.

12. Remuneration and payment

- 12.1.** Prices for hardware and Hardware-Related Software are due upon delivery, regardless of whether the Individual Contract also includes installation, customization or other services.

- 12.2.** Accessories – such as data carriers, line amplifiers, data and power lines – are only included in the scope of delivery if specified in the Individual Contract.