# 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 Iberia S.L. ("**Vector**") consist of Section A – General Terms and Section B - Special Terms ("**Terms**"). They shall apply only for business transactions with companies, legal entities under public law and special entities under public law (empresas y entidades de Derecho Público).

**1.3.** The Contractual Performances shall be governed exclusively by Vector's Terms. The Customer's general terms and conditions shall only apply to the extent that Vector has expressly agreed to such terms in writing; in particular, this requirement of consent shall apply even if Vector, being aware of the Customer's general terms and conditions, renders performance without reservation.

**1.4.** The respective Individual Contract shall be decisive for the concrete content and scope of the Contractual Performances and their remuneration. "**Individual Contract**" means the mutually agreed, explicit or implied declarations, insofar as their object are Contractual Performances

## 2. Delivery and acceptance

**2.1.** Unless the parties have expressly agreed otherwise, the scope of the 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 the parties' 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.

**2.3.** The Customer shall be obligated to inspect performance rendered by Vector without undue delay. The performance rendered by Vector shall be deemed agreed and approved if the Customer does not promptly notify Vector in writing of any alleged deviations from the contractually agreed performance. In all other

regards Articles 336 and subsequent of the Spanish Commercial Code shall apply accordingly.

## 3. Customer's obligations to provide cooperation

**3.1.** The Customer shall be obligated to provide all documents necessary for the proper performance by Vector.

**3.2.** The Customer alone shall be responsible for the commissioning of the Contractual Performances. In this context, it is the Customer's responsibility to examine such performance under its conditions of use before using it productively. Vector offers to assist the Customer in this upon request, subject to appropriate compensation.

**3.3.** The Customer shall be obligated to obtain all official approvals and authorizations from the respective competent authorities, which are required for the use and distribution of 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 remuneration Vector shall grant the Customer a non-exclusive, perpetual, transferable, non-sublicensable right 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 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 confidentiality provisions according to Section A clause 14.

**4.3.** The Customer shall not be entitled to reverse engineer, decompile or disassemble Vector's Contractual Performances. However, this shall only apply insofar as such an action is not expressly permitted under statutory provisions (e.g. Article 100 of the Spanish Intellectual Property Act).

**4.4.** The Contractual Performance 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.** In a case pursuant to Section A clause 4.4 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 together with the Contractual Performances.

## 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, as long as the use is actually or legally possible for him, 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 the 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 within the limits and scope of Article 100 of the Spanish Intellectual Property Act and use them for their intended purpose. Any notes of program 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 agreed-upon 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 compensation and/or a postponement of 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 shall require the written form. 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. Vector's wording shall be binding, unless the Customer promptly objects in writing.

## 7. Remuneration / payments / withholding tax

**7.1.** The remuneration is based on the agreed fee. This results from the respective Individual Contract.

**7.2.** The remuneration is subject to the statutory 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 Contractual Performances being rendered across borders shall be borne by the Customer.

**7.3.** If no fixed price has been agreed, all Contractual Performances to be rendered by Vector shall be remunerated on a time and materials basis. The basis for billing on a time and materials basis shall be Vector’s price list as amended from time to time. Billing is done monthly.

**7.4.** The remuneration does not include support services as well as travelling expenses, travelling time and ancillary costs are not included in the remuneration and shall be borne by the Customer. Billing is on a time and materials basis.

**7.5.** The agreed remuneration shall be due within 30 days of invoicing without any deductions.

**7.6.** If the Customer is in default of payment, Vector shall be entitled to charge default interest at a rate equal to the sum of the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first day of the calendar half-year in question plus eight percentage points.

**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 remuneration due to Vector so that Vector receives the 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, stating the effects of the respective defect (“**Notice of Defect”**).

**8.2.** A defect in quality is present if the Contractual Performance does not have the contractually agreed quality or is not suitable for the contractually agreed use.

**8.3.** A defect in title is present if the rights required for the contractual use of the Contractual Performance could not be validly granted to the Customer.

**8.4.** Vector does not owe any further characteristics. In particular, the Customer may not derive such an obligation from other representations in public statements or in advertising by Vector, licensors of the Third-Party Software, or their employees or sales partners, unless Vector has expressly confirmed the further characteristics in writing.

**8.5.** The prerequisite for the enforcement of claims for defects by the Customer against Vector is that the defect

(a) is not located in Contractual Performance of Vector which the Customer has modified, unless the same defect would also exist without the modification made by the Customer,

(b) at the time of the transfer of risk,

(c) is not caused by other components in the Customer system,

(d) is reproducible and

(e) is notified by the Customer to Vector in text form (e.g. e-mail) promptly after its discovery, stating the information useful for recognising the defect.

**8.6.** Vector shall owe warranty and assume liability only for the use of Vector's Contractual Performances in accordance with the parameters agreed with Customer (e.g. released hardware, program version, compiler version), which are documented in the Individual Contract.

**8.7.** To the extent that Vector is obligated to subsequent performance, the following shall apply:

**8.7.1.** Vector shall provide subsequent performance either by correcting the defect (“**Subsequent Improvement**”) or, at Vector's reasonable discretion, by rendering the Contractual Performance free of defects (“**Subsequent Delivery**”).

**8.7.2.** For defects that seriously affect the use of the contracted services, Vector will provide, as far as possible, a workaround solution before the final correction, so that the defect no longer has a serious effect.

**8.7.3.** For performance characterized in the Individual Contract as performance by sub-suppliers, Vector warrants only that such performance satisfies the

requirements for use in accordance with the contract. Furthermore, Vector shall not be liable for the information in the performance specifications of the respective manufacturer or for the absence of other defects. Vector shall be obligated to provide subsequent performance for the performance of sub-suppliers only to the extent that Vector receives measures for defect remediation from the sub-suppliers and is entitled to pass these on to the Customer. This shall also apply in particular to Third-Party Software.

**8.8.** The limitation period for claims for defects ("**Warranty Period**") shall be (a) 24 (twenty-four) months from the time of transfer of risk; or (b) the statutory period if this period cannot be shortened by contract.

**8.9.** In case of Subsequent Improvement or Subsequent Delivery, the Warranty Period shall not start anew and shall not be extended. However, the warranty period shall not end before the expiry of one year after the date of the Subsequent Delivery or Subsequent Improvement ("**Suspension of the Limitation Period**"). The Suspension of the Limitation Period shall not apply (a) to a performance item if a Subsequent Improvement or Subsequent Delivery has already been made for the respective Contractual Performance; and (b) in the case of a Subsequent Improvement for parts of the respective Contractual Performance, which have not been subsequently improved.

**8.10.** 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.

**8.11.** Section A Clause 8.6 shall not apply to liability (a) for damage suffered by the Customer due to an injury to life, limb or health of the Customer caused by a culpable breach of duty on the part of Vector or a legal representative of Vector or an agent employed by Vector in the performance of its contractual duties; (b) for any other damage suffered by the Customer due to a wilful or grossly negligent breach of duty on the part of Vector or any of Vector's legal representatives or an agent employed by Vector in the performance of its contractual duties.

**8.12.** Vector shall be entitled to reimbursement of its expenses if the Customer complains about a defect without being able to prove it.

## 9. Liability

**9.1.** To the extent that the Contractual Performance contains or implements norms, standards, specifications and/or third-party components not developed by Vector (together "**Third-Party Developments**"), Vector shall not be liable for any infringement of intellectual property rights caused by the Third-Party Developments, unless Vector was aware of such infringement at the time of the transfer of risk.

**9.2.** Vector shall be liable for damages and compensation for fruitless expenses, irrespective of the legal grounds, as follows:

**9.2.1.** Vector shall be liable for damages caused by intent or gross negligence. This shall also apply in the event of the fraudulent concealment of a defect.

**9.2.2.** In the event of slight (simple) negligence, Vector shall only be liable in the event of a breach of essential contractual obligations. Essential contractual obligations are obligations whose fulfilment is fundamental for the proper implementation of the contract and on whose fulfilment the Customer has relied or may rely as a matter of course. In the event of a slightly negligent breach of essential contractual obligations, Vector's liability shall be limited to the amount of damage typically foreseeable at the time the Individual Contract was concluded. However, this liability shall be limited to the lesser amount of EUR 100,000 (in words: one hundred thousand euros) or the total net value of the offer. In other regards, the liability for slight negligence of other contractual obligations and for lost profits and additional labour costs incurred by the Customer, loss of use and/or revenue losses shall be excluded.

**9.2.3.** This shall not affect mandatory statutory provisions, such as unlimited liability for damages resulting from injury to life, limb or health ("**Personal Injury"**) or liability under Spanish General Law for the Defence of Consumers and Users, insofar as it refers to defective products.

**9.2.4.** To the extent that Vector's liability is excluded or restricted under the foregoing, this shall also apply for the liability of the legal representatives of Vector as well as any vicarious agents of Vector or persons used by the lessor in the performance of their contractual obligations, in particular employees.

**9.2.5.** Irrespective of the foregoing stipulations, Vector's liability, on whatever legal grounds, in particular in case of contractual or tortious liability, for the delivery of products or other software free of charge shall be limited as follows: Vector shall be liable for damages caused by or resulting from a defect in the software only in case of wilful misconduct or if Vector has fraudulently concealed the defect. Claims arising from the breach of a cardinal obligation, from injury to life, body or health, from the breach of a warranty of quality issued by Vector and from mandatory liability under Spanish General Law for the Defense of Consumers and Users, insofar as it refers to defective products shall remain unaffected. Liability shall otherwise be excluded.

## 10. Audits

Vector shall be entitled to review the Customer's software 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

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, 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 withdraw from the Individual Contract with the Customer in the following cases:

**13.2.1.** If the delivery to the Customer is subject to a prohibition not ascertainable at the time of the conclusion of the contract or an authorization requirement under German or EU export regulations and the authorization is not issued 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 the Individual Contract due to the law or orders issued by government authorities in the USA.

**13.3.** If Vector withdraws from the Individual Contract and is entitled to do so pursuant to these provisions or other provisions, Vector shall be entitled to claim compensation from the Customer for performance already rendered at the time of withdrawal. Vector shall be entitled to render partial performance unless this is unreasonable for the Customer. For services not yet rendered, an entitlement to remuneration in the amount of 5% of the share of the net remuneration applies, to the extent that it is attributable to the part of the services not yet rendered.

**13.4.** If Vector's performance of the Individual Contract is delayed due to obstacles under foreign trade law, the agreed dates or deadlines shall be postponed or extended correspondingly without Vector being put in default.

## 14. Confidentiality

**14.1.** The Customer shall keep and protect confidential all information disclosed or provided to it by Vector in the course of the initiation and performance of the 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 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"**) and the Spanish Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights.

**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 claims, 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

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 must be made in writing. This also applies for changes and additions to this written form clause. 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. The same shall apply in the case of unintentional contractual loopholes.

**18.3.** The law of Spain shall apply, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**18.4.** To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the Individual Contract shall be Barcelona (Spain).

# 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.** These Special Terms do not cover the implementation of test installations. These are the subject of a separate Individual Contract.

**1.3.** The properties of the hardware and the Hardware-Related Software are set out in the product descriptions and, in addition, in the user documentation.

**1.4.** 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.

**1.5.** 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 right to use the software in accordance with the Individual Contract and its intended purpose.

**2.2.** For the use of the firmware, Vector shall grant the Customer a simple, non-exclusive right to use the firmware as an integral part of the hardware in accordance with the Individual Contract and its intended use. Decompilation of the firmware shall only be permitted under the legal restrictions of Article 100 of the Spanish Intellectual Property Act; further decompilation shall be excluded.

**2.3.** Vector shall grant the Customer a non-exclusive, perpetual, transferable and non-sublicensable right to use the development services in accordance with the 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 condition precedent of full settlement of all of Vector's payment claims.

## 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 hardware and Hardware-Related Software may neither be pledged nor their ownership transferred as security. Until full payment of the remuneration, the Customer shall only be permitted to pledge or transfer ownership of the hardware and software with prior written consent, which Vector shall not unreasonably withhold.

**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 according to Spanish Civil Code. 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 a performance is 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 performance 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 after the offer has been prepared.

**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 with the defects as notified by the Customer and to the components replaced 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 **Fehler! Verweisquelle konnte nicht gefunden werden.**).

**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

(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” 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.** 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 Performance 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 text form (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. The fee is based on the new hourly rates in Vector's current price list, as well as on the additional or reduced expenses due to more or less difficult conditions with regard

to the availability of the Maintenance environment.

## 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 for reasons for which the Customer is answerable, 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, it shall be the Customer's responsibility to remove the hardware to be improved and to reconnect it after repair.

**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 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.