

General Terms and Conditions of Business

of the Herbert Kannegiesser GmbH (hereafter "Licensor")

for the delivery of data information systems including updates, databases and documentation

(hereafter "Conditions for Data Information Systems")

For use regarding:

1. A person who, upon conclusion of the contract, is acting in the exercise of his commercial or self-employed professional activity (entrepreneur);
2. Legal entities under public law or a special fund under public law.

(hereinafter "Licensee").

I. General Information

1. The scope of application of the terms and conditions for data information systems includes Software Licensing Agreements for the licensing of the Software "Laundry Reports" and "Laundry Viewer" developed by Licensor in all available versions ("Basic" or "Pro") including updates and upgrades as well as databases together with the associated Database Software (hereinafter referred to collectively as "Software") as well as agreements on the maintenance (servicing and/or support) of the Software or Software modules as well as service agreements on consulting activities of Licensor in this area.
2. All deliveries of data information systems including updates, databases and documentation are based on these terms and conditions for Data Information Systems and any separate contractual agreements. Deviating purchasing conditions of the Customer shall not become part of the contract even upon acceptance of the order.

In the absence of a separate agreement, a contract shall be concluded upon written confirmation of the order by the Licensor.

3. The Licensor reserves all property rights and copyrights to the Software, the associated documentation, the card reader and similar information of a physical and non-physical nature - including in electronic form.
4. The Licensee is obliged to check and document the correctness of the data acquired and made available by the information system within reasonable periods of time.

II. Scope of Services

1. The Licensor shall provide the services specified in the respective contract offer as well as any associated annexes.
2. The following services are not included in the scope of services and therefore remain the sole responsibility of the Licensee - unless expressly agreed otherwise:
 - a) The selection and provision of the hardware and system environment on or in which the Software - which may still have to be implemented - is to be used; this also includes the respectively required network accesses, interfaces, information, aids etc;
 - b) The implementation and commissioning of the Software;

- c) The proper backup of the Licensee's data (regular back-up and restore of data);
- d) Monitoring the performance of the Software and the data volume in the Licensee's database; this also includes any resulting hardware adjustments.

III. Granting of Rights

1. Licensor grants Licensee a perpetual, non-exclusive and geographically unlimited right to use the Data Information System on the number of workstations and for the number of machines specified in the respective order confirmation (license).
2. Clause III.1 and clauses III.3 to III.6 shall not apply if the parties have expressly agreed to a test run of the data information system. In this case, Licensee shall be granted a non-exclusive right to use the Data Information System for testing purposes, limited to the duration of the agreed test operation and geographically limited to the respective location.
3. Licensee may use the Data Information System for its own purposes. The use of the Data Information System on more workstations or on more machines than the number of licenses purchased in accordance with Section III.1 above is expressly prohibited.
4. Licensor reserves the right to conduct an annual license count at Licensee's premises to verify that the total number of licenses purchased has not been exceeded. The count will be made upon notification at Licensee's premises during normal business hours. Licensee shall allow the necessary access to the workstations on which the Data Information System is installed. The results of the counts will be made available to the Licensee in text form within one week. If the license count shows that the maximum number of licenses has been exceeded, Licensee shall be obligated to uninstall the excess number of licenses within 30 days of receipt of the written notification of the results of the license count, or to purchase a corresponding number of licenses at the then valid prices. This provision does not exclude the Licensee's liability for intentional copyright infringement.
5. If Licensor is to make adaptations (customizing) and/or develop any interfaces or enhancements for Licensee, the granting of rights thereto shall be subject to the conditions set forth in Clauses III.1 and III.3 and III.4 as well as III.6. The same shall also apply to the rights of use for any care/maintenance services that the Licensor provides for the Licensee.
6. Notwithstanding the above provision, the rights of use shall end in the event of withdrawal from the Agreement, provided that Licensee may continue to use the Data Information System until a new system is installed, but for no longer than 3 months, in the meantime Licensee shall continue to pay the corresponding license fees on a pro rata basis.

IV. Reproduction Rights

1. The Licensee may reproduce the Data Information System as far as the respective reproduction is necessary for the contractual use of the Data Information System. This includes in particular the installation of the Data Information System and the loading of the Data Information System into the respective main memory. The duplication processes of the data information system for the purpose of proper data backup are also part of the contractual use.
2. In addition, the Licensee may make a reproduction for backup purposes. However, only one backup copy may be made and kept; this backup copy must be marked as such.

3. All other rights to the Data Information System and the documentation including copies remain with the Licensor.

V. Resale or Licensing

The Licensee may not sell the Data Information System to third parties or allow third parties to use it for a limited period of time without the express prior written consent of the Licensor.

VI. Decompilation and Program Modification

1. Any modification or processing of the Data Information System by the Licensee or a third party is not permitted.
2. Resetting the program code provided into other code forms (decompilation) and other types of reverse engineering of the various production stages of the Data Information System are only permitted if they are carried out to obtain the information necessary to establish the interoperability of an independently created computer program and this information cannot be obtained in any other way. Licensee must first request the necessary information from Licensor.
3. A further prerequisite for decompilation is that the inference or observation of the program is only carried out by actions to which Licensee is entitled within the scope of his reproduction rights.
4. Copyright notices, serial numbers as well as other features serving the identification of the program may not be removed or changed under any circumstances, unless the Licensor agrees to the removal or change expressly in writing. The same applies to a suppression of the display of such features.

VII. Duties of Care

1. The Licensee is obliged to prevent unauthorized access to the Data Information System by third parties.
2. Licensee shall inform its employees of the compliance with the copyright of the Data Information System in favour of Licensor. In the event of a copyright infringement by employees of Licensee, Licensee shall be obliged to cooperate in the clarification of the copyright infringement and in particular to notify Licensor immediately of the corresponding infringement actions.
3. The Licensee is responsible for a proper backup of his data. For this purpose, Licensee shall regularly back up its data and shall also check the error-free functioning of the back-up by restoring the data. The first data backup must be performed by Licensee before the first installation of the Data Information System, and thereafter in any case before any new installation or the installation of updates, upgrades, enhancements and/or new releases of the Data Information System.

VIII. Prices and Terms of Payment

1. In the absence of a special agreement, the prices are ex works including - in the case of delivery of a data carrier - dispatch from the factory, but excluding packaging. If the implementation and commissioning of the data information system is also part of the contract, the prices include the delivery to the Licensee and the implementation of the Data Information System at the Licensee's premises, including the necessary prepara-

tory services. Value added tax at the respective statutory rate shall be added to the prices.

2. In the absence of a special agreement, payment is to be made without any deduction within 15 working days after the invoice date á Supplier's account.
3. The Customer shall only have the right to withhold payments to the extent that his counterclaims are undisputed or have been established as final and absolute.
4. The Customer shall only be entitled to offset counterclaims arising from other legal relationships to the extent that they are undisputed or have been declared final and absolute.
5. If the implementation and commissioning of the Data Information System is part of the scope of services, the following shall apply:
 - a) The costs of implementing and commissioning the Data Information System shall be borne by the Licensee;
 - b) The Licensee shall, at its own expense and risk, take over and provide in good time the supplies necessary for implementation and commissioning (in particular hardware and system environment as per Section II.2a) and shall provide a sufficiently qualified employee who is familiar with the Licensee's system environment. If Licensee fails to comply with these obligations by the contractually agreed date and if, as a result, the agreed implementation and commissioning of the Data Information System cannot be carried out by Licensor, Licensor's invoice for the Data Information System shall be due for payment to Licensee immediately upon notification that the Software is ready for shipment;
 - c) If the implementation and commissioning of the Data Information System is delayed due to circumstances at Licensee's location through no fault of Licensor, Licensee shall bear all costs incurred by Licensor for waiting time and further necessary travel.
 - d) Licensee shall certify to Licensor's authorized representative the performance of work and commissioning of the Data Information System on the handover certificate.
 - e) Licensor shall not be liable for work to be arranged by Licensee.
 - f) In all other respects, the Licensor's currently valid installation terms and conditions shall apply to wages, travel expenses, allowances and the like.

IX. Delivery time, Consequences in Case of Delay in Performance

1. The delivery time results from the agreements of the contracting parties. Compliance with the delivery time by the Supplier presupposes that all commercial and technical questions have been clarified between the contracting parties and that the Licensee has fulfilled all obligations incumbent upon him, such as the provision of the necessary hardware and system environment (cf. Section II.2.a) or the payment of an agreed down payment. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the Licensor is responsible for the delay.
2. Compliance with the delivery time shall be subject to correct and timely delivery by our suppliers. The Licensor shall notify the Customer of any impending delays as soon as possible.
3. The delivery time shall be deemed met if the Data Information System has left the Licensor's Factory by the end of the delivery time or if readiness for shipment or provi-

sion for downloading the Data Information System has been reported. If acceptance is required, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.

4. If the shipment or download or the acceptance of the Data Information System is delayed for reasons for which Licensee is responsible, Licensee shall be charged the costs incurred by Licensee due to the delay, beginning one month after notification of readiness for shipment / download or acceptance.
5. If non-compliance with the delivery time is due to force majeure, industrial disputes or other events beyond the control of Licensor, the delivery time shall be extended accordingly. Licensor will notify Licensee of the beginning and end of such circumstances as soon as possible.
6. The Licensee may withdraw from the contract without notice if the Licensor is finally unable to perform the entire contract before the transfer of risk. In addition, the Licensee may withdraw from the contract if, in the case of an order, the performance of part of the delivery becomes impossible and the Licensee has a justified interest in refusing partial delivery. If this is not the case, the Licensee shall pay the contract price for the partial delivery. The same applies in the event of incapacity of the Supplier. In all other respects clause XIII shall apply.

If the impossibility or inability to perform occurs during the delay in acceptance or if the Licensee is solely or predominantly responsible for these circumstances, he shall remain obliged to pay consideration.

7. If, in the event of default, the Licensee sets the Licensor a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if the deadline is not met, the Licensee shall be entitled to withdraw from the contract within the framework of the statutory provisions. He undertakes to declare within a reasonable period of time upon the request of the Licensor whether he will exercise his right of withdrawal.

Further claims arising from delay in delivery shall be determined exclusively in accordance with Section XIII.

X. Transfer of Risk, Acceptance

1. The risk shall pass to the Licensee when the data carrier with which the Data Information System is made available has left the Licensor's works or has been handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. If the Data Information System is made available by download, the risk shall pass to the Licensee upon implementation of the Data Information System at the Licensee's premises.
2. If acceptance is required, this shall be decisive for the passing of risk. It must be carried out without delay on the acceptance date, alternatively after the Licensor Supplier has notified the Licensee that the data system is ready for acceptance. The Licensee may not refuse acceptance in the event of an insignificant defect.
3. If the shipment of the data carrier or the download of the Software or the acceptance is delayed or does not take place as a result of circumstances for which the Licensor is

not responsible, the risk shall pass to the Licensee on the day of the notification of readiness for shipment, download or acceptance.

XI. Retention of Title

1. The Licensor reserves the right of ownership of the Data Information System (in particular data carriers, documentation as well as any hardware components) until receipt of all payments - also for any additional services owed - from the contract. This shall also apply to the granting of the rights of use in accordance with Section II, which shall also be subject to full payment.
2. The Licensee may not sell, pledge or assign the Data Information System as security. In the event of seizure, confiscation or other dispositions by third parties, Licensee shall notify Licensor immediately.
3. In the event of conduct by Licensee in breach of the contract, in particular in the event of default in payment, Licensor shall be entitled to take back the Data Information System after a reminder and Customer shall be obliged to surrender it.
4. Due to the reservation of title, the Supplier may only demand the return of the delivery item if he has withdrawn from the contract.

XII. Warranty (Haftung für Sach- und Rechtsmängel)

The Licensor shall be liable for material defects and defects of title of the Data Information-System to the exclusion of further claims - subject to Section XIII - as follows:

Defects of Quality

1. The Licensor will perform the services to be provided by him with the greatest care and in accordance with the contract. Licensor warrants that the Data Information System essentially fulfills the main functions and complies with the recognized rules of technology and is not afflicted with errors that cancel or reduce its value or suitability for the normal use or the use stipulated in the agreement.
2. Should defects occur in the Data Information System (Data Information System together with associated documentation, data carriers, any hardware components) that are attributable to circumstances that occurred prior to the transfer of risk, Licensor shall, at its option, either repair or replace the delivered goods free of charge. The statutory provisions shall apply with regard to the costs incurred.
3. The Licensee must notify the Licensor in writing of all defects immediately after their discovery. If the Licensee fails to comply with his obligations to inspect and give notice of defects in this respect, the objection of delayed notice of defects shall apply.
4. The Licensee has the right to withdraw from the contract within the framework of the statutory provisions if the Licensor - taking into account the statutory exceptions - allows a reasonable period of time set for the repair or replacement delivery due to a material defect to expire without success or if the repair or replacement delivery fails. If the defect is insignificant, the Licensee shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.
5. Furthermore, the Licensee has the option to withdraw from the agreement with immediate effect if it becomes apparent during the implementation process that the installation of the Software proves impossible. In the event of rescission, §§ 346 ff. BGB apply accordingly.

6. The Licensor shall not be liable for material defects resulting from a change to the Data Information System by the Licensee or a third party that was not agreed with the Licensor. However, Licensor shall be obligated to remedy such defects if it receives a written order from Licensee; Licensee shall pay a fee to be agreed upon for this.
7. Further claims shall be determined in accordance with Section XIII.

Defects of Title

8. If Licensee's use of the Data Information System results in an infringement of industrial property rights or copyrights in Germany, Licensor shall, at its own expense, obtain the right for Licensee to continue using the Data Information System or modify the Data Information System in a manner reasonably acceptable to Licensee so that the infringement no longer exists.

If this is not possible under economically reasonable conditions or within a reasonable period of time, Licensee shall be entitled to withdraw from the agreement or be entitled to a reasonable reduction of the agreement price. Under the above-mentioned conditions, the Licensor is also entitled to withdraw from the contract.

In addition, Licensor shall indemnify Licensee against undisputed or legally established claims of the respective holders of the industrial property rights.

9. The obligations of Licensor as set forth in Section VII.10 shall be conclusive subject to Section XIII. in the event of an infringement of property rights or copyrights. They shall only exist if
 - a) the Licensee notifies the Licensor immediately of asserted copyright and other property right infringements,
 - b) the Licensee supports the Licensor to a reasonable extent in defending the asserted claims or enables the Licensor to carry out the modification measures according to the above section 2 and
 - c) the Licensor reserves the right to all defensive measures including out-of-court settlements.

XIII. Liability of the Licensor, Limitation of Liability

1. If the Data Information System cannot be used by Licensee in accordance with the contract as a result of suggestions or advice culpably omitted or incorrectly provided by Licensor before or after conclusion of the contract, or as a result of the culpable breach of other ancillary contractual obligations - in particular instructions for the operation and maintenance of the Data Information System - the provisions of Sections XII shall apply to the exclusion of further claims by Customer.
2. For damages that have not occurred to the Data Information System itself, the Licensor is liable - for whatever legal reasons - only
 - a) for intent and gross negligence,
 - b) culpable injury to life, body or health,
 - c) in case of defects which he has fraudulently concealed,
 - d) as part of a guarantee commitment,
 - e) in the event of defects in the Data Information System, to the extent that liability exists under product liability law for personal injury or property damage to privately used objects.

In the event of culpable violation of essential contractual obligations, the Licensor shall also be liable for simple negligence, but limited to the damage that can be reasonably expected to be typical for the contract.

Further claims are excluded.

3. Liability for the loss of data and information is limited to the restoration effort that would have been required if regular back-up copies (backup of data) had been made in accordance with the risks involved.

XIV. Confidentiality

1. Licensor and Licensee agree to keep confidential all trade secrets of the other party as well as all information and data obtained from the other party and to oblige their personnel accordingly by a written agreement (confidential information). In the event of a breach of this obligation by personnel of one party, the latter party shall assume liability towards the other party without the possibility of being able to provide proof of exoneration in accordance with § 831 BGB.
2. Exceptions to this obligation of secrecy exist only insofar as this confidential information
 - a) are generally known or publicly accessible at the time of receipt by the contractual partner, or
 - b) are communicated to the recipient by a third party without a confidentiality obligation, or
 - c) were known to the recipient prior to receipt by the contractual partner or were developed independently by him, or
 - d) have been released in writing by the surrendering contracting party, or
 - e) are to be disclosed on the basis of a final and absolute or provisionally enforceable court or judicial decision.

The burden of proof for the existence of one of these exceptions lies with the respective recipient of the information.

3. A contractual partner may only refer to the business relationship of the parties in advertising or other documents with the prior written consent of the other contractual partner. The same applies to the use of trademarks, trade names and other designations of the respective other party.
4. The above obligations shall also apply to the period after termination of the contractual relationship.

XV. Privacy

1. Licensor and Licensee agree to comply with the legal provisions on data protection. This includes the obligation to collect, process, make accessible or otherwise use personal data only for the purpose agreed with the respective contractual partner. In accordance with Art. 32 DSGVO, both Parties are obliged to take appropriate technical and organisational measures which are necessary to ensure the protection of personal data.
2. Personal data must be deleted immediately if the reason for its collection no longer exists, unless there is no legal retention period (Art. 17 DSGVO).

3. The Licensor undertakes to employ only personnel who have been obligated to confidentiality in writing.
4. The disclosure of personal data to third parties shall be strictly prohibited. Excepted from this is the disclosure of personal data to third parties due to legal obligations, or with the previously documented consent of the other Party. If one Party discloses personal data on the basis of a legal obligation, the opposing Party must be informed of this, if possible stating the legal basis, prior to disclosure.

XVI. Limitation Period

All claims of the Licensee - for whatever legal reasons - shall become statute-barred 12 months after the transfer of risk or - if acceptance is effected - from the date of acceptance. The statutory periods shall apply to claims for damages in accordance with Section XIII.2 a) to c) and e).

XVII. Applicable law / Place of Performance / Place of Jurisdiction

1. All disputes between Licensor and Licensee arising out of or in connection with these Terms and Conditions for Data Information Systems and any agreements concluded under them shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).
2. The place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions for Data Information Systems is - to the extent permitted by law - the court responsible for the Licensor's registered office. However, Licensor shall be entitled to bring an action at Licensee's place of business.
3. Place of performance for all deliveries from the contractual relationship is 32602 Vlotho, Germany, unless otherwise specified.
4. If any provision of these Terms of Sale is or becomes invalid, void or unenforceable, the validity or enforceability of all other provisions of these Terms of Sale for Data Information Systems or other agreements shall not be affected thereby. Ineffective, void or unenforceable provisions of these Terms and Conditions for Data Information Systems shall be deemed superseded by such effective and enforceable provisions which correspond as closely as possible to the economic purpose of the deleted provision.

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