

SPECIAL TERMS AND CONDITIONS

for BA THERMO – Temperature Detection System

1. Preamble

The parties agree that this agreement is being concluded for the purpose of acquiring goods in the commercial sector.

As the basis of the agreement, both Broetje Automation (hereinafter referred to as “Broetje”) and the Purchaser accept the special terms and conditions as laid down herein, supplementary to the general terms and conditions of business. A further component of the agreement are the general terms and conditions of business for deliveries and services of Broetje-Automation GmbH (Ver. 07/2012). The general terms and conditions of business are attached to this agreement as an appendix. The Broetje contractual conditions apply exclusively. The terms and conditions of business of the Purchaser do not apply.

2. Warranty

Broetje shall be responsible for the operational readiness of the provided delivery item and/or its components and expressly not for the results of a measurement or its use.

The warranty period begins with the delivery of the goods ex works (EXW) and ends after twelve months.

3. Liability

Liability shall be subject to the provisions set out in the underlying general terms and conditions of business of Broetje.

The following additionally applies:

- (1) The total liability is limited to an amount of 100% of the contractual value.
- (2) The Purchaser is aware that the delivery item was manufactured and handed over expressly not for the purpose of personal identification or data storage. It operates in conformity with the EU General Data Protection Regulation (GDPR). It is also expressly not designed and not suitable for medical use. It is used exclusively for heat / temperature determination as a purely preventive measure for self-monitoring; i.e. it does not provide one hundred percent certainty, but acts only an indicator.
- (3) The Purchaser is also aware that environmental factors and the variable characteristics of each individual may influence the outcome. In this respect, liability is excluded.
- (4) The handling of the results of this determination is the sole responsibility of the user; in this regard, the Purchaser's domiciliary rights also apply. Broetje has no influence on this process and can therefore naturally accept no liability for the effects of the measurement. Liability for slight negligence is also generally excluded.
- (5) In particular, the main components of the delivery item (tablet, camera and app) may not be copied, changed or otherwise used contrary to the agreed purpose. In addition,

the supplied app must not enter an App Store (Android, iOS). The Purchaser is liable for such circumstances.

- (6) Furthermore, Broetje shall not be liable if the delivery item is used improperly or for a use other than the intended use.
- (7) Furthermore, Broetje shall not be liable for any direct, indirect, accidental, concrete or consequential damage or claims for damages, including, but not limited to loss of profit, loss of business, loss of use, loss of data or other immaterial damage which is connected with or which is a consequence of the use or an inability to use the delivery item, regardless of how such damage or loss arises.

4. Exemption of liability

The purchaser agrees to indemnify Broetje with regard to all claims, liability, costs, damages, expenses or losses (including reasonable attorney's fees and costs to an unlimited amount) that Broetje may possibly incur as a result of the following:

- (i) the use of user content by the Purchaser
- (ii) any breach of the obligations under this agreement of whatever nature
- (iii) any violation of the rights of third parties by the Purchaser

Broetje reserves the right, but shall not be obliged, to take control of the defense against claims that are covered by indemnification by the Purchaser under this agreement at its own expense. The Purchaser agrees not to settle any claims arising under this agreement without the prior written consent of Broetje. The Purchaser shall make all reasonable efforts to cooperate with Broetje in the defense against claims.

5. Terms of use

By using our products, the Purchaser agrees to comply with the agreements in these terms of use without limitation or reservation.

The Purchaser is not entitled to any rights of ownership, use or exploitation with regard to the property rights of the delivery item. The Purchaser shall not acquire any ownership of or – with the exception of use for the purpose described above – any other rights of use to the delivery item (specifically know-how, registered or granted patents, copyrights or other proprietary rights) on the basis of this agreement or otherwise due to implied conduct.

The Purchaser shall refrain from exploiting or imitating the proprietary rights of the delivery item outside of the purpose agreed herein in any way whatsoever (in particular by way of so-called “reverse engineering”) or from allowing them to be exploited or imitated by third parties and, in particular, from applying for commercial proprietary rights – specifically trademarks, designs, patents or utility models – on the basis of this confidential information.

(1) Scope and purpose of use

In addition to the tablet, the camera and other hardware, the scope particularly includes the use of software and basically all information, data, texts, messages, articles, software, photos, videos, graphics, music, sounds and other materials or services handed over to the Purchaser together with the delivery item.

The Purchaser confirms that all content is the sole intellectual property of Broetje or its licensors and that all rights, titles and claims, specifically proprietary rights and copyrights, in relation to the content shall remain Broetje's property.

Broetje has no control over and is not responsible for the use of the delivery item by the Purchaser. Nor does Broetje guarantee its accuracy.

The Purchaser shall not modify, publish, retransmit, make available for transmission, sell or resell, copy (other than temporary copies displayed in or generated by your browser), use for the creation of derivative works, distribute, perform or display the goods and the accompanying software in any way, provided that all proprietary rights and copyrights are respected and maintained.

Any trademarks, logos, brands, page headers, adapted graphics, button icons, scripts, etc. displayed are registered or non-registered trademarks of Broetje or its licensors or other third parties. The Purchaser shall not copy, imitate or use these trademarks.

(2) Restrictions of conduct

The Purchaser confirms, guarantees and agrees that:

- (a) It will use BA THERMO for the agreed purpose.
- (b) It will not use the delivery item for unlawful, threatening, abusive, insulting, defamatory, obscene, indecent or immoral acts.
- (c) It will not violate, plagiarize or infringe the rights of third parties, including copyrights, trademarks, patents, privacy or publicity or other proprietary rights
- (d) It will take precautionary measures to protect against viruses or other dangerous components.
- (e) It will comply with all customary rules of conduct in dealing with passwords and permissible content in the online sphere.
- (f) It is a business entity.

(3) Notification of changes

Broetje may change these terms of use from time to time for any reason. If changes are made, Broetje will publish a corresponding notice on its homepage. If the Purchaser continues to use the delivery item after publication of the notification of change, it thereby declares its agreement to be bound by the changed conditions.

6. Compliance with Export Regulations

Buyer acknowledges that the Platforms are subject to U.S. export control laws. Buyer shall

- (i) not sell Platforms, directly or indirectly, to any end users in countries subject to U.S. government sanctions, or to any person who Buyer reasonably suspects will sell, convey or otherwise transfer Platforms to persons in countries subject to U.S. government sanctions; and
- (ii) not sell Platforms, directly or indirectly, to anyone that Buyer knows or has reason to know is identified on any U.S. government restricted or denied parties list.

Buyer acknowledges that the Platforms may not be sold, transferred, exported, or re-exported to Military End-Users as defined in the U.S. Export Administration Regulations, Part 744.9. Military End-Users are defined as the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support "military end-uses." Broetje will not provide customization services in support of the development of military end-items. Buyer shall be responsible for obtaining any required government authorizations, including from the U.S. Government, should Buyer intend to develop, manufacture, sell, re-export or service end-items specially designed for military end-items incorporating Broetje's products or technology.

In general, the buyer undertakes to comply with all applicable import and export laws.