

## **Terms and Conditions HunterLab Europe GmbH (as of June 1, 2025)**

### **1.**

1.1 "Terms and Conditions" refers to these General Terms and Conditions.

1.2 "Order" refers to the offer made by us on the basis of these GTC, which has been accepted by the customer, including all referenced attachments, in particular product descriptions of the manufacturer and specifications.

1.3 "Customizations" refers to individual programming, interfaces, modifications, enhancements, or adaptations of software and hardware created for the customer.

1.4 "Customer" refers to an entrepreneur within the meaning of § 14 BGB (German Civil Code) who, as the client, purchases deliveries and services in connection with measuring devices in accordance with these GTC.

1.5 "Deliveries" may include, in particular, color and gloss measuring devices and other hardware and software components in accordance with the detailed specifications of the respective order.

1.6 "Services" may be services in connection with the deliveries, in particular the installation and/or setup of color and gloss measuring devices including peripheral devices or the repair of color and gloss measuring devices in accordance with the respective order.

1.7 "Reserved goods" refers to deliveries that have not yet been paid for in full; we retain ownership of these until all claims against the customer arising from the respective order have been paid in full.

### **2. Validity of the General Terms and Conditions**

2.1 These General Terms and Conditions apply to all orders placed with us by the customer for deliveries and services in connection with color and gloss measuring devices; they also apply to all future orders placed with us by the customer.

2.2 The customer's general terms and conditions or terms and conditions of purchase shall not apply, even if we do not expressly object to them. This shall also apply if the customer refers to its own general terms and conditions or terms and conditions of purchase in a letter of confirmation.

2.3 Any terms and conditions that deviate from these General Terms and Conditions must be agreed in writing in each individual case. They shall only apply to the order in question.

### **3. Scope and nature of deliveries and services**

3.1 The scope and quality of the deliveries and services owed are conclusively determined by the respective order and, if applicable, its annexes, in particular product descriptions and specifications.

3.2 We shall provide additional deliveries and services on the basis of separate agreements to be concluded. Additional deliveries and services shall in any case be remunerated additionally. Unless otherwise agreed, remuneration for additional services shall be invoiced at cost in accordance with the prices agreed in the order or, if no prices are specified therein, in accordance with our current price list.

3.3 We may engage third parties as subcontractors or sub-suppliers to provide the deliveries and services. We shall nevertheless remain responsible for the proper performance of the deliveries and services to the customer.

### **4. Customer's obligations to cooperate**

4.1 The customer shall fulfill the obligations to cooperate described in these General Terms and Conditions at its own responsibility and expense.

4.2 The customer shall provide us with the information and documents required for the provision of the deliveries and services in good time.

4.3 The customer shall grant us the access to buildings, systems, networks, and facilities necessary for the provision of the deliveries and services.

4.4 The customer shall test the deliveries and services immediately and inform us of any defects without delay. The customer shall describe the defects as precisely as possible.

4.5 The customer shall provide suitable personnel to the extent necessary for the provision of the deliveries and services.

## **5. Responsibility of the customer**

5.1 The customer is responsible for regularly backing up their data.

5.2 The customer is also responsible for protecting its color and gloss measuring devices and software against IT risks, in particular by means of suitable, up-to-date virus protection, firewalls, and the use of encryption technologies.

5.3 The customer is responsible for complying with the legal framework. In particular, the customer is responsible for maintaining proper and accurate procedural documentation of its measurement results.

## **6. Prices and terms of payment**

6.1 The prices of deliveries and services and their invoicing shall be based on the order.

6.2 Unless otherwise specified, deliveries shall be invoiced after dispatch or handover to the customer; services shall be invoiced after they have been rendered, usually on a monthly basis.

6.3 Unless otherwise stated, our prices are exclusive of statutory value-added tax. The customer shall bear the costs of packaging and transport to the location specified by the customer. Transport insurance shall only be taken out at the express request of the customer and shall be at the customer's expense.

6.4 The deduction of discounts requires a special written agreement.

6.5 The prices in accordance with this No. 6 are due immediately upon receipt of the invoice and must be paid within 14 days of receipt of the invoice to the account specified in the invoice.

6.6 In the event of default in payment, the statutory default interest of 9 percentage points above the base rate shall be payable; further statutory claims remain unaffected.

6.7 If the customer is in default of payment, we shall be entitled, without prejudice to any other claims, to refuse performance, provided that we have given at least two reminders. For the sake of clarity, it is hereby stated that the aforementioned right to refuse performance also includes the right to block further use of the software.

6.8 We are entitled to increase the prices for software, subscriptions, and software updates on an annual basis, in particular in the event of changes in procurement prices, especially in the event of a change in license prices from suppliers. We will notify the customer of this at least two months in advance. In the event of an increase of more than ten percent, the customer is entitled to terminate the subscription or software update order with one month's notice to the respective expiry date.

## **7. Jeopardy of payment claims, right of withdrawal, right of access**

7.1 If, after the order has been placed, it becomes apparent that the customer does not offer sufficient guarantee of their ability to pay and our payment claim is at risk, we are entitled to refuse delivery until the customer has made the payment or provided security for it. If payment or security is not provided within 10 business days of a request to that effect, we shall be entitled to withdraw from the contract.

7.2 For the purpose of taking back deliveries in the event of withdrawal, the customer hereby irrevocably grants us the right to enter its business and storage premises without hindrance and to collect the deliveries.

## **8. Terms of delivery, transfer of risk, force majeure**

8.1 If deliveries are shipped to the customer or other third parties on the customer's instructions, the risk of accidental loss or accidental deterioration shall pass to the customer as soon as we have handed over the deliveries to the forwarding agent, the carrier, or any other person or institution designated to carry out the shipment.

8.2 In all other cases, the risk of accidental loss and accidental deterioration shall pass to the customer upon delivery of the goods.

8.3 If the customer is in default of acceptance, the risk of accidental loss or accidental deterioration of the deliveries shall pass to the customer at the point in time at which the customer falls into default of acceptance.

8.4 We are entitled to make partial deliveries.

8.5 Delivery periods shall only be binding if expressly agreed in writing and provided that the customer fulfills its contractual obligations to cooperate in a timely and complete manner.

8.6 If delivery is delayed due to circumstances beyond our control (e.g., natural disasters, acts of war, riots, strikes, lockouts, energy shortages, severe weather), we shall notify the customer immediately. An agreed delivery period shall be extended by a reasonable period of time. If the hindrance continues, both parties may withdraw from the order if it is unreasonable for the respective party to adhere to the order. Further claims by the customer are excluded.

## **9. Acceptance**

9.1 Only if and to the extent that the services provided by us are work services shall they be subject to acceptance by the customer.

9.2 Acceptance shall be deemed to have taken place if the customer does not report any significant defects within two weeks of our provision of the work for acceptance. The work shall be provided by handing it over or sending it to the customer as agreed.

9.3 The work shall be deemed accepted if the customer uses it productively.

9.4 We are entitled to make partial services available for acceptance. If all partial services requiring acceptance have been accepted, the entire work performance shall be deemed accepted. No. 9.2 shall apply mutatis mutandis to the acceptance of partial services.

## **10. Rights of the customer in the event of defects**

10.1 Only the information contained in the order, including all referenced attachments, in particular product descriptions provided by the manufacturer and specifications, shall be deemed to be contractually agreed characteristics of the deliveries. Any other characteristics shall be agreed separately in writing.

10.2 The customer is advised of its statutory obligation to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code). In order to maintain its rights in the event of defects, the customer must notify us of obvious defects immediately, but at least within a period of 10 calendar days of receipt of the delivery or service, at least in text form (e.g. by email). Hidden defects must be reported immediately, but at least within a period of 10 calendar days of discovery of the defect in the same form. The provisions on acceptance under No. 9 remain unaffected in their scope of application.

10.3 If notification is not made in good time in accordance with No. 10.2, liability for defects shall be excluded.

10.4 We shall provide warranty for defective deliveries and services at our discretion by means of subsequent performance in the form of repair or replacement. Three attempts at subsequent performance shall be accepted for a defect, unless this is unreasonable for the customer.

10.5 The customer shall only be entitled to withdraw from the contract or reduce the purchase price if the rectification pursuant to No. 10.4 has failed.

10.6 In the event of a justified reduction, the customer shall be entitled to a refund of any overpayment.

10.7 The customer shall only be entitled to claims for damages under the conditions and within the limits set out in No. 11.

10.8 Any further statutory rights of the customer for defects are excluded.

10.9 We accept no liability for defects or damage to deliveries caused by improper use, transport, or storage, or by faulty installation by the customer.

10.10 If the operating and maintenance instructions supplied are not followed, parts are replaced or materials are used that do not correspond to the original specifications, or if interventions are carried out by unqualified personnel, the customer's rights in respect of defects shall lapse, unless the customer proves that the defect is not due to an action carried out or initiated by him.

10.11 We accept no liability for defects resulting from the installation of updates to third-party software that did not originate from us or was not made available by us.

10.12 Time spent on unjustified complaints shall be remunerated in accordance with our current price list, plus any shipping, transport, material, and other costs incurred.

10.13 The customer's rights in respect of defects shall expire one year after receipt of the delivery or service. This shall not apply in the event of fraudulent concealment of a defect.

## **11. Liability**

11.1 Our liability for damage caused by us intentionally or through gross negligence is unlimited.

11.2 In the event of simple or slight negligence on the part of one of our legal representatives or vicarious agents, our liability for the breach of essential contractual obligations (such obligations whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the customer regularly relies and may rely) shall be limited to the typically foreseeable damage. Otherwise, any further liability on our part in the event of simple or slight negligence is excluded.

11.3 Notwithstanding No. 11.2, we shall be liable without limitation for damage resulting from injury to life, limb, or health caused by an intentional or negligent breach of duty or by an intentional or negligent breach of duty by one of our legal representatives or vicarious agents.

11.4 Insofar as our liability is limited in accordance with the above provisions, this shall also apply to any liability of our organs, employees, freelancers, representatives, and vicarious agents.

11.5 All claims for damages, with the exception of those specified in Nos. 11.1 and 11.3, shall become statute-barred after two years. The limitation period shall commence at the end of the year in which the claim arose. The statutory limitation period shall apply to the claims specified in Nos. 11.1 and 11.3.

11.6 In the event of data loss, we shall only be liable for reimbursement of expenses incurred in restoring the data up to the last data backup.

11.7 The customer shall ensure that damage resulting from data loss is kept to a minimum. He shall therefore back up his data regularly and systematically as can be expected of a prudent businessman. Our liability for data loss is excluded if and to the extent that the customer has violated this obligation.

11.8 The parties agree that we cannot be held responsible for the fault of a supplier, in particular another software manufacturer.

11.9 Statutory liability under the Product Liability Act remains unaffected.

## **12. Rights of use, reservation of rights of use, customization**

12.1 The rights of use for the software provided are determined by the license terms of the respective manufacturer, unless otherwise agreed.

12.2 We reserve all rights of use to the software provided until full payment has been made. Until then, however, the customer is entitled to provisional use, which is revocable.

12.3 Upon full payment, we grant the customer a non-exclusive, simple, spatially and temporally unlimited, non-transferable right to the customizations and documentation for internal use within the company. The customer is not entitled to pass these on to third parties in any way, either for a fee or free of charge, in whole or in part. In particular, the customer is not entitled to grant sublicenses for the customizations or parts thereof, to distribute, rent, or lease them. We point out that customizations may only work in conjunction with the associated standard software and cannot be used in isolation.

## **13. Retention of title**

13.1 Title to goods subject to retention of title shall remain with us until all our claims against the customer arising from the respective order have been paid in full.

13.2 The customer is entitled to sell or process the goods subject to retention of title. Any processing shall be carried out on our behalf without any obligation on our part. If the goods subject to retention of title are processed, combined or mixed with other goods, we shall acquire co-ownership of the new item in proportion to the value (= gross invoice value including ancillary costs and taxes) of the goods subject to retention of title to the value of the new item or to the value of the other goods combined or mixed.

13.3 The customer hereby assigns to us all claims arising from the resale of the goods subject to retention of title. He remains authorized to collect these claims even after the assignment. We shall not exercise our right to collect the assigned claims as long as the customer duly meets his payment and other obligations. Upon request, the customer shall hand over to us all documents and information necessary for the collection of the assigned claims and shall inform the debtors of the assignment.

13.4 As long as the retention of title exists, the customer may not transfer ownership of the goods subject to retention of title or items manufactured from them to secure claims without our prior written consent.

13.5 The customer undertakes to treat the goods subject to retention of title with care and in accordance with the manufacturer's operating and maintenance instructions and product description.

13.6 The customer undertakes to insure the goods subject to retention of title at its own expense against water damage and theft at replacement value.

13.7 In the event of seizures or other interventions by third parties, the customer shall notify us immediately in writing. The customer is prohibited from entering into agreements with its customers that could impair our rights.

## **14. Collection and disposal at the customer's expense**

14.1 In the case of repair orders or the initiation thereof, the customer shall deliver the items to be repaired to us and collect them from us immediately after repair, unless otherwise specified.

14.2 If the customer violates its above obligation to collect the items immediately, we may request the customer to do so in writing, setting a reasonable grace period of at least one month. If the aforementioned grace period expires without result, we shall be entitled to dispose of the customer's items in our possession at the customer's expense.

## **15. Data protection**

15.1 Both parties shall only employ employees who have been bound in writing to maintain data confidentiality.

15.2 If personal data is processed or used by us in the course of providing services, this shall be done in the form of order processing in accordance with Art. 28 EU GDPR. The parties shall conclude a separate agreement on this at the customer's request. The customer shall always expressly inform us of the data protection requirements and, if necessary, ensure on its own responsibility that the processes relevant to data protection are carried out in accordance with the law. Unless otherwise agreed, the customer shall also be solely responsible for the technical and organizational measures.

## **16. Confidentiality**

16.1 During and after the execution of the respective contracts, the parties are obliged to maintain confidentiality regarding all information, images, and documents obtained during their execution concerning the circumstances, operational processes, and technical facilities of the other party. Neither party may reproduce or publish such information and documents without the prior written consent of the other party, or otherwise pass them on to third parties or use or exploit them in any other way for purposes outside the scope of this contract.

16.2 Information shall not be considered confidential if it was already known to the public at the time the other party became aware of it or if it becomes known to the public after that time without the involvement of that party.

16.3 Each party shall be released from the confidentiality obligation if and to the extent that this party is required by an authority, a court, or any other government agency to disclose information that is subject to the confidentiality obligation under No. 16.1. This party shall be obliged to inform the other party immediately and to inform the other party of the authority from which the information was requested and the scope of the request.

16.4 The party obliged to provide information shall endeavor to ensure that the scope of the information to be disclosed is kept to a minimum and, if possible, obtain an assurance that the information disclosed will be treated as confidential. The party obliged to provide information shall make every reasonable effort to enable the other party to defend itself against this request for information.

## **17. Export control and compliance**

17.1 The customer undertakes to comply with all applicable foreign trade, customs, and sanctions regulations of the European Union, the Federal Republic of Germany, and, where applicable, the United States of America. This applies in particular, but is not limited to, the EU Dual-Use Regulation (Regulation (EU) 2021/821), the Foreign Trade Act (AWG), the Foreign Trade Regulation (AWV), and the relevant US Export Administration Regulations (EAR) and sanction programs of the Office of Foreign Assets Control (OFAC).

17.2 The customer may not, directly or indirectly, deliver, sell, transfer, or otherwise make available any products, software, or technical data from HunterLab to any person, company, country, or territory subject to an embargo, sanction, or other export restriction, unless it has all the necessary approvals.

17.3 The customer warrants that it will not use the delivered products or software for purposes prohibited by the aforementioned legal provisions, in particular in connection with the development, production or use of nuclear, chemical or biological weapons or delivery systems.

17.4 Upon request, the customer shall immediately provide HunterLab with all information necessary to verify export and sanctions compliance (e.g., end-use certificates, re-export licenses) in a complete and truthful manner.

17.5 If the customer violates any of the above obligations, HunterLab shall be entitled to withdraw from the contract or terminate it without notice. The customer shall indemnify HunterLab against all claims by

third parties, fines, and other disadvantages resulting from such a violation and shall be liable for all damages arising therefrom.

17.6 HunterLab's rights under other contractual or statutory provisions shall remain unaffected.

## **18. Final provisions**

18.1 The transfer of rights and obligations from the respective order is only possible with our prior, express, and written consent.

18.2 The place of jurisdiction is our registered office. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

18.3 The invalidity of individual provisions of the order, including these General Terms and Conditions, shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic purpose comes as close as possible to that of the invalid provision.