

BOBST Service & Parts General Terms & Conditions

PLEASE READ CAREFULLY THESE BOBST SERVICE & PARTS GENERAL TERMS & CONDITIONS.

Preamble

This document details the general sale and services terms and conditions applicable to the contractual relationship between Bobst Mex SA or any other Bobst company ("Bobst" or "the Seller") and your company ("the Customer") for the supply of services and parts defined in and delivered according to a main order confirmation, a sales contract or a service agreement (the "Agreement").

It consists of the following components:

A. General Terms

General clauses applicable to the supply of services and parts.

B. Parts Specific Terms

Specific clauses applicable to the supply of Bobst Parts e.g., spare parts, wear parts, consumables, upgrades, obsolescence, tooling.

C. Field Service Specific Terms

Specific clauses applicable to the supply of Bobst on-site technical services e.g., parts installation, reactive repairs, preventive maintenance inspections and visits, training, consulting.

D. Helpline Specific Terms

Specific clauses applicable to the remote assistance contracts.

E. BOBST Connect Specific Terms

Specific clauses applicable to the purchase of BOBST Connect solutions.

F. Data Specific Terms

Specific clauses applicable to the data processed under the Agreement.

A. GENERAL TERMS

General clauses applicable to the supply of services and parts.

A1. Price and Payment Terms

A1.1 The price and payment terms of the supply of Bobst Connect, services and parts are defined in the Agreement.

A1.2 Unless otherwise agreed, payments are due and payable at the address of the Seller without any deduction and within 30 days from the date of invoice.

A1.3 Invoices will not include any taxes, with the exception of VAT, where applicable. All taxes, duties, tariffs are for the Customer's account.

A1.4 In case of delay in the agreed terms of payment, the Customer shall be liable, without summons, to pay interest from the due date based on the rate prevailing at the Customer's domicile, however at least a rate of 4% and the Seller can suspend services and deliveries of parts until payment is made.

A1.5 If, as a result of termination by the Seller or non-performance of the Agreement for any reason whatsoever, the Seller has to refund installments, such refund will be made in Swiss Francs or EUR or USD without interest and without the Seller having to assume any exchange loss. Such refund will be reduced by the amount of the indemnity which the Seller may be entitled to as a result of this termination or non-performance.

A2. Delivery

The Seller shall perform the services and deliver the parts at the times and locations agreed in writing between the parties in the Agreement. The Seller shall not be liable for any delay or failure to deliver caused by any event beyond its reasonable control including but not limited to acts of God, war, terrorism, strikes, pandemics, shortages of materials or transport or compliance with any law or governmental order. In such cases, the delivery periods as well as delivery dates can be extended by the Seller in case of events which the Seller cannot prevent. The Seller reserves the right to adapt an order or to cancel it in whole or in part if the manufacture, delivery, installation or service has become impossible or is considerably impaired for economical reasons or else as a result of unforeseen or unpreventable circumstances. In such an event, it shall not be liable for any indemnity nor for any subsequent delivery.

A3. Customer's Responsibility

A3.1 For implementing the services or delivering the parts, the Customer shall cooperate with the Seller and upon request of the Seller, provide at its charge any reasonably necessary support and information to the Seller for fulfilling its obligation as defined in the Agreement.

A3.2 The Customer undertakes to back up its system and data before any Seller's intervention and to provide for a virus free environment.

A3.3 In case the Seller provides or installs material, hardware or software at the Customer's site, the Customer undertakes not to make any modification to the material, hardware, or software without the prior consent of the Seller.

A3.4 Shall the Customer not provide the requested support or make modification without the prior consent of the Seller, the latter shall not be liable for the adverse consequences of such default. In such case, the Seller can suspend services and in case of modifications without consent of the Seller, it can refuse a service intervention and warranty will expire.

A4. Warranty

A4.1 Any material or hardware supplied to the Customer can be subject to a warranty which duration and conditions are governed in the Agreement or in the specific obligations.

A4.2 The Seller undertakes to perform the services with reasonable skill and care. Any complaint about a service intervention shall be referred to the Seller within two weeks as of its performance.

A5. Safety Rules

A5.1 The Customer's personnel taking part to the implementation of BOBST Connect or any other services, must comply with the particular safety rules applicable to the Equipment concerned, and with the commonly accepted general rules of safety linked with the use of such type of equipment.

A5.2 The Agreement does not relieve the Customer from its responsibility to perform the Equipment's regular maintenance as outlined in the Equipment documentation previously provided to the Customer by the Seller.

A6. Intellectual Property Rights

A6.1 The Seller shall have sole title to and ownership of any Intellectual Property Rights (as defined below) related to and associated with the BOBST Connect solution, or any services or parts provided. The Customer shall not remove, change or make illegible any proprietary notices or visual marks with respect to such rights. For the purposes of the Agreement, Intellectual Property Rights means all rights, including without limitation patents, utility models, knowhow registered designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design right and all similar property rights, including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill, and the style and presentation of goods or services and applications for protection of any of the above rights. Notwithstanding the foregoing, the parties shall respect and acknowledge any of the other party's Background Intellectual property, whereby "Background Intellectual property" shall mean any Intellectual Property existing at the date of signing the Agreement.

A6.2 If any claim is asserted or an action commenced against the Customer claiming that services, goods, embedded systems or parts manufactured, developed or sold by the Seller infringe any third-party rights, the Customer shall give immediate notice to the Seller. The Seller shall have the exclusive right, at its own expense, to conduct any action with respect to such claim. Subject to the conditions and limitations set forth below, the Seller shall pay damages, compensations or royalties resulted from such action. In no event shall the above-mentioned Seller's damages, compensations or royalties owed to the Customer exceed the purchase price of the services, goods, embedded systems or parts that formed the basis for the action, except in case of fraud or gross negligence.

A6.3 If the services goods, embedded systems or parts are held to be an infringement in such action, the Seller may at its sole option and expense:

- a) Procure for the Customer the right to continue using the services, goods, embedded systems or parts;
- b) Replace the services, goods, embedded systems, or parts;
- c) Modify the services, goods, embedded systems or parts;
- d) Refund the purchase price of the services, goods, embedded systems or parts less reasonable depreciation and remove the goods or parts.

A6.4 The Seller shall have no liability whatever to the Customer arising out of such claim or action, if:

- a) Customer does not give immediate notice to the Seller of such claim or action;
- b) Customer does not render all assistance reasonably required by the Seller in the defense;
- c) Customer interferes with the Seller's defense;
- d) The services, goods, embedded systems or parts have been changed or altered, have been combined with equipment or parts not manufactured or developed by the Seller or not sold by the Seller together with the Equipment, or have not been used in accordance with the Seller's specifications, or;
- e) The goods or parts were manufactured by the Seller in accordance with the Customer's designs or specifications and/or include the Customer's output product. The foregoing constitutes the Seller's entire liability for third party's intellectual rights claims involving the services, goods, embedded systems or parts.

A6.5 Embedded systems, such as software programs or configurations in the goods or parts fully remain the Seller's property. No software program, documentation or subsequent upgrade thereof may be disclosed to any third party, modified or accessed without the prior written consent by the Seller, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.

A6.6 The Customer is granted a non-exclusive, non-assignable right to use the embedded systems, including any related documentation and updates, for no other purpose than operating the goods or parts, for which such embedded system is intended.

A7. Confidentiality

A7.1 Information or documents may be exchanged between a disclosing party (the "Discloser") and a receiving party (the "Recipient"). "Confidential Information" shall mean all knowledge and information which the Recipient may acquire from the Discloser, its employees, consultants, agents, representatives or affiliated companies by whatever means, including but not limited to information regarding: its proprietary products and processes, ingredients, recipes, know-how, business activity, business plans, inventions, designs, methods, systems, improvements, trade secrets, information or data relating to research, development, marketing, finance, customers or purchasing, personal data and all other information which may come to the knowledge of the Recipient with regard to the business of the Discloser, irrespective of its shape, form or media, and including but not limited to any electronically stored information.

A7.2 Confidential information shall only include such information which: (a) is clearly designated in writing by the Discloser as "Internal", "Confidential", "Strictly confidential" or the like at the time of disclosure, or (b) is declared confidential by the Discloser at the time of disclosure and confirmed in writing to the Recipient within thirty (30) days of the disclosure.

A7.3 Information disclosed or collected directly or indirectly during a visit at the premises of the Discloser, is considered Confidential Information and does neither have to be marked as confidential nor confirmed in writing as such.

A7.4 The Recipient shall treat the Discloser's Confidential Information as confidential. Unless otherwise agreed, the Recipient shall use the Discloser's Confidential Information exclusively for the purpose of this the Agreement and shall not disclose it to any third party or to the personnel not involved in the performance of this the Agreement, unless the divulgence is required to comply with a legal, book-keeping or statutory obligation.

A7.5 The Recipient is authorized to disclose the Discloser's Confidential Information to any of its Affiliate entities who have a need to know. Affiliate shall mean a company or any other corporate entity which directly or indirectly, (i) controls or is controlled by the Recipient; or (ii) which is controlled by a company or any other corporate entity which controls, directly or indirectly, the Recipient, where control shall mean the ownership of more than 50% of the capital or the voting shares of the company or entity concerned.

A7.6 The Recipient undertakes to observe and ensure compliance of its personnel and potential sub- contractor with the confidentiality obligation for a duration of 5 (five) years after the expiration or termination of the Agreement.

A7.7 The obligations set forth in this article shall not apply to any portion of the Confidential Information for which the Recipient can demonstrate with proven evidence that it: (a) was already known to the Recipient prior to any disclosure by the Discloser; or (b) was publicly available prior to any disclosure by the Discloser, or subsequently becomes publicly available through no breach of this article; or (c) was received by the Recipient from a third party lawfully in possession of the same and not in breach of any agreement

or any confidential relationship with the Discloser; or (d) was independently developed by the Recipient, its parent or affiliated companies without reliance upon the Confidential Information of the Discloser.

A8. Liability

A8.1 All rights and claims on the part of the Customer, irrespective on what ground they are based, are exhaustively covered by the Agreement and its appendices including these terms and conditions. In particular, any claims not expressly mentioned herein for damages, reductions of price, cancellation or termination of the Agreement are excluded.

A8.2 In no event shall the Customer be entitled to claim damages such as loss of production, loss of use, loss of orders, loss of profit, loss of, damage to or corruption of data, and other direct or indirect or consequential damage, save in case of fraud or gross negligence.

A9. Export Control

A9.1 The contracting parties comply with all applicable trade laws and similar restrictions (including for instance restrictions under article 12g of EU Council Regulation 833/2014 and under article 8g of EU Council Regulation 765/2006, and under article 14f of the Swiss Ordinance imposing Measures in connection with the Situation in Ukraine (SR 946.231.176.72) and under article 11a of the Swiss Ordinance imposing Measures against Belarus (SR 946.231.116.9)).

A9.2 The Seller under no circumstance shall be held liable for negative consequences resulting from trade law violations by the Customer, such as:

- The Customer using the purchased goods (i.e. hardware, software, technology) to engage in weapons of mass destruction or similar illegal activities;
- The Customer re-selling or otherwise transferring the purchased goods to terrorists and/or other sanctioned parties;
- The Customer violating any kind of trade laws or similar restrictions, including embargos, sanctions, export controls or customs laws.

A9.3 In case this clause is violated by either party, the party being held liable for a violation shall indemnify the other party for any negative consequence suffered from such violation (i.e. penalties, fines, legal and court expenses), according to the degree of responsibility for the violation. Such violation shall constitute a breach entitling to terminate the contract. Moreover, in the case of a breach, when legally required, such violation must be reported to the competent authority as soon as a party becomes aware of the breach.

A10. Term and Termination

A10.1 The starting date and the duration of each supply of services are defined in the Agreement.

A10.2 Each Party has the right to terminate the services ordered according to the conditions mentioned in these terms and the Agreement but if a service is not terminated and still in force these terms apply. These terms shall remain valid until the last individualized service agreement is terminated.

A10.3 The termination of the Agreement can also take place for cause with immediate effect if the other party ceases payment, falls into receivership, is being liquidated or infringes any of its substantial obligations pursuant to this the Agreement and has not cured such infringement within 30 days of having been notified in written form thereof. In any case the portion of services already rendered is due in full.

A11. Miscellaneous

A11.1 The Customer shall not assign or transfer the Agreement to a third party without the prior written consent of the Seller.

A11.2 The Seller is entitled to assign or sub-contract the rights and obligations under this Agreement to companies that might invoice or provide the services on behalf of the Seller.

A11.3 If any provision of the Agreement is held unenforceable or void by a court of competent jurisdiction, such provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

A11.4 In case of an inconsistency between any of the provisions in the main body of the Agreement and the schedules, the provisions in the main body of the Agreement shall prevail.

A11.5 In case of an inconsistency between the general terms and the specific terms, the specific terms will prevail.

A12. Arbitration and Applicable Law

A12.1 All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The language of arbitration shall be English, and the place of arbitration shall be Geneva in Switzerland.

A12.2 Swiss substantive law shall apply, excluding the rules on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

B. PARTS SPECIFIC TERMS

Specific clauses applicable to the supply of Bobst Parts, e.g., spare parts, wear parts, consumables, upgrades, obsolescence, tooling.

B1. Prices

B1.1 Unless otherwise agreed, all prices are quoted in Swiss Francs or EURO or USD net of tax, "FCA Seller's plant (Incoterms® 2020)", packing not included. Transport, transport insurance and Erection All Risks insurance will be invoiced separately when contracted by the Seller on the Customer's behalf.

Invoices will not include any taxes, with the exception of VAT, where applicable. All taxes, duties and tariffs are for the Customer's account.

When the Seller takes care of the shipment of the parts, prices for transport and transport insurance will be calculated on the basis of current rates. If these rates are modified after the date of quotation, the additional costs resulting therefrom, as well as those resulting from late delivery, are to be borne by the Customer.

B1.2 The Seller reserves the right to change selling prices if between the date of the order confirmation and that of the completion of manufacture, technical modifications should become necessary.

B1.3 An emergency handling fee will be applied in addition to the transport costs on an order treated by 24/7 Global Customer Service during the closing hours of the local Bobst Entity in charge of the Customer. It will be included in the taxi quotation or order total amount as Other Charges. Such emergency fee will not apply if the order is for an equipment covered by a 24/7 Option on a Helpline Contract.

B1.4 Unless otherwise agreed, the price of parts does not include the costs of installation, start-up, training, maintenance, repairs and other services.

B2. Terms of Payment

The dates of payment are to be kept even if transport, delivery, installation, start-up or taking-over of the parts is delayed or prevented for reasons beyond the Seller's control, or if additional work has to be carried out or if adjustment work is necessary after delivery. The Customer waives hereby any right to set off payment with claims or rights which it might have against the Seller.

B3. Delivery

B3.1 The delivery time as well as the delivery dates depend on the availability of raw material and on the manufacturing capacity on the day of quotation. If these conditions have changed by the time of the order, the Seller reserves the right to set a new delivery time when the order is confirmed by the Seller. Delivery time covers the period from the order confirmation up to the date of delivery in accordance with the conditions contained in the Contract. These periods as well as delivery dates can be extended by the Seller in case of events which the Seller cannot prevent, regardless of whether they affect the Seller or a third party. The Customer acknowledges that the deliveries may be subject to national and/or foreign laws and regulations governing exports that may delay or even prevent delivery. In such case, the Seller may stop the ordering and delivery process with immediate effect.

B3.2 It is hereby expressly agreed that in the event of late delivery, the Customer may not terminate the Contract and/or claim damages, except in case of fraud or gross negligence.

B3.3 The Seller will deliver goods at the agreed delivery time/delivery dates only, if stipulated payments have been regularly made, if information to be provided by the Customer to the Seller has been supplied and if any other obligation of the Customer has been accomplished in due time.

The Seller reserves the right to adapt an order or to cancel it in whole or in part if the manufacture, delivery, installation or service has become impossible or is considerably impaired for economic reasons or else as a result of unforeseen or unpreventable circumstances. In such an event, it shall not be liable for any indemnity nor for any subsequent delivery. This article shall also apply to the performance of services.

B4. Dispatch and Insurance of Parts

B4.1 Unless otherwise agreed, shipment is effected by the Seller at the expense and risk of the Customer.

B4.2 It is the Customer's responsibility to conclude a transport insurance "all risks", "warehouse and platform to platform", as well as an Erection All Risks insurance. The Seller may however buy insurances at the Customer's request and expense. In case of damage, it is the Customer's responsibility to make all necessary representations.

B5. Passing of Benefit and Risk of Parts

B5.1 The risk of the parts shall pass to the Customer at the time defined by the term of the "Incoterms® 2020" which the Agreement refers to; the benefits shall pass to the Customer at the same time. When the Contract does not refer to any of these terms, the benefit and risk of the parts shall pass to the Customer at the time of their leaving the Seller's plant, even if the installation is carried out by the Seller.

B5.2 If dispatch is delayed or prevented for reasons beyond the Seller's control, the benefit and risk of the parts shall pass to the Customer at the time originally foreseen for their leaving the plant.

From this moment on, the parts shall be stored and insured for the account and at the risk of the Customer and this situation may lead to, among other things, invoicing of additional costs, revised prices and rescheduling of delivery and performance slots.

B6. Retention of Title

B6.1 The Seller retains title of the parts until it has received full payment in accordance with the agreement. If retention of title is subject to official registration or to the observance of any other legal requirement, the Customer shall participate in the necessary steps for the said retention. All expenses resulting from such steps shall be for the Customer's account.

B6.2 During the period of the retention of title, the Customer shall, at its own expense, maintain the parts and insure them for the benefit of the Seller against theft, breakdown, fire, water and other risks. The Customer shall further take all measures to ensure that the Seller's title is in no way prejudiced.

B7. Regulations in Force in the Country of Destination and Safety Devices

B7.1 The Customer shall notify the Seller of all legal, administrative, technical and other provisions applicable to the design, manufacture, delivery, erection and safety. The Customer shall demand that such provisions appear in the order confirmation.

B7.2 The parts will comply with the provisions which the Customer has notified pursuant to Section 7.1. The Seller reserves the right to supply, at the Customer's expense, any additional device which may become objectively necessary to comply with additional safety

requirements.

B8. Tests

B8.1 The parts are inspected by the Seller in the course of manufacture as far as such checking is customary and possible.

B8.2 If the Customer requests special tests, these shall be covered by separate written agreement. These tests shall be carried out at the Customer's expense.

B9. Warranty for Parts

B9.1 Inspection of the Parts and Notification of defects

The Customer shall check the parts as soon as possible upon delivery and immediately notify the Seller of any defect in writing; otherwise, the parts are deemed to be accepted.

Whenever defects appear later on, the Customer shall also immediately notify the Seller thereof in writing; otherwise, the parts are deemed to be accepted.

The Customer is entitled to no warranty in case of defects for which it is liable or the existence of which it knew when the parties entered into the agreement.

B9.2 Warranty for Defects of Parts

Upon notice given by the Customer pursuant to Section B9.1, the Seller agrees, at its choice, to repair or replace as quickly as possible any parts which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design, or poor workmanship. Defective parts shall become the Seller's property. The Seller shall bear the costs of repairing the defective parts either in its plant or on the site of installation, at its choice.

The defective parts are returned to the Seller's plant at the Customer's risk and expense, unless returned at the Seller's request; replacement parts shall be delivered "FCA Seller's plant (Incoterms® 2020)", packing included, standard and not urgent transport and insurance for the Seller's account.

Excluded from Seller's warranty and liability are non-functioning and damage which do not result from bad material, faulty design or poor workmanship, such as for example non-functioning and damage due to normal wear and tear, to inadequate maintenance, to poor warehousing, to non-observance of Seller's instructions, to negligence or misuse, to use of inappropriate materials, to chemical, electrolytic, electric and electronic influences, to defective installation or start-up work not carried out by the Seller's engineers or technicians, to inadequate foundations or to inappropriate production's environment.

B9.3 Liability for Express Warranties for Parts

Express warranties and particular purposes are only those which have been expressly specified as such in writing in the order confirmation or in the Contract.

If the express warranties are not or only partially achieved, or if the parts are unfit for the Customer's particular purpose, the Customer may require the Seller to carry out the improvements without delay during normal working days. The Customer shall give the Seller the necessary time and opportunity for doing so.

If these improvements fail, the Customer may claim such compensation as has been agreed for such case, or, in the absence of such a specific agreement, a reasonable reduction of price. If, however, the defects are of such importance that they cannot be remedied within a reasonable time and provided that the parts cannot be used for the foreseen use, or if such use is considerably impaired, then the Customer shall be entitled to refuse acceptance of the defective parts or, if partial acceptance is economically unreasonable, to terminate the Contract. The Seller can only be held liable for reimbursing the sums which have been paid for the parts affected by this termination. Any claim for damages on the part of the Customer is excluded, except in case of fraud or gross negligence.

B9.4 Duration of Warranty for Parts

The warranty period for parts is 12 months.

The warranty period starts when the parts leave the works or, if the Seller undertakes the installation, upon completion thereof. If dispatch or installation are delayed for reasons beyond the Seller's control, the warranty period shall end not later than 18 months after the Seller's notifications that the parts are ready for dispatch.

The warranty expires if the Customer or a third party undertakes modifications, repairs, or transformations without the written consent of the Seller, or if, in case of a defect, the Customer does not immediately take all appropriate steps to mitigate the damage and to enable the Seller to remedy the defect.

The warranty also expires if the spare part is not installed by the Seller or by any technician approved by the Seller. The Seller is entitled to refuse any service intervention on parts which have been modified by the Customer without the written consent of the Seller.

B9.5 Exclusivity of Warranty Claims

With respect to any defect of express warranty or particular purpose, the Customer shall not be entitled to any rights and claims other than those expressly stipulated in Sections B9.2 and B9.3. Consequently, any other claim for damages on the part of the Customer on this ground is excluded.

B10. Specific Spare Parts Return Conditions

All claims or requests for returns must be announced in writing as soon as possible, according to the following conditions:

B10.1 Claim for Defective Parts according to B9.2

The Seller undertakes to refund or exchange Parts that do not correspond to the Customer's order according to B9.2, provided that the Customer notifies the defect according to B9.1.

B10.2 Logistics Claim (transport damages, quantity discrepancies, Seller's errors)

The Customer shall check the delivery as soon as possible and notify the Seller in writing of any visible or hidden damage, quantity discrepancies or shipping errors within seven (7) days of receipt of the Parts at the latest. Seller will inform the Customer whether the Parts need to be returned or not and undertakes, at its sole discretion, to refund or exchange these Parts. In the event that the

Seller is determined to be responsible for an order delivery error, the Seller shall bear the costs associated with the return of the goods and shall provide a replacement order. Such costs may be reimbursed through the issuance of a credit note or by another method at the Seller's discretion.

B10.3 Customer Error Claims

In the event that the Customer makes order errors, it may request in writing a return authorization within thirty (30) days, except for:

- Any order line with total line value amounting to less than €200, or
- Items identified as specific, such as specialties, upgrades or tailor-made Parts.

The Customer will be informed beforehand about the non-returnable and non-cancellable status of the Part through instructions on the offer, order confirmation or invoice.

The Customer will be responsible for shipping charges to return such Parts to the Seller's warehouse.

In the event of an unauthorized return of Parts from the exceptions above, these specific items will be returned to the Customer at its expense. Handling, transport and packaging costs will be charged to the Customer and the costs and risks of return are also to be borne by the Customer.

B10.4 Return of Parts (following an intervention by the Seller)

If the Seller's technician has recommended the Customer to purchase Parts for a service intervention, the Customer may request in writing a return authorization within seven (7) days from the end of the intervention. The Seller will not charge the Customer a restocking fee and the Seller shall pay for freight to return such Parts to the Seller's warehouse.

B10.5 Restocking Fee

A restocking fee of 25% of the invoiced value will apply in the following cases: Customer error claims or refusal to accept delivery based on B10.3. The restocking fee will be waived in case of logistics claims or if the courier confirms in writing that the Customer's address could not be located. The restocking fee will be deducted from the reimbursement and reflected in the credit note issued to the Customer.

B10.6 General Information on Return

Orders may be returned up to a maximum of sixty (60) days after the return authorization issuance. After this deadline, no returns or refunds are accepted.

Parts must be intact and returned in proper packaging to ensure their integrity. Only Parts in perfect condition will be credited.

B11. Exclusion of Further Liability

B11.1 All rights and claims on the part of the Customer, irrespective on what ground they are based, are exhaustively covered by the present Agreement. In particular, any claims not expressly mentioned herein for damages, reduction of price, cancellation or termination of the Contract are excluded.

B11.2 Except in case of fraud or gross negligence, the Customer shall in no case be entitled to claim damages such as loss of production, loss of use, loss of orders, loss of profit, loss of, damage to or corruption of data, and other direct or indirect or consequential damage.

C. FIELD SERVICE SPECIFIC TERMS

Specific clauses applicable to the supply of Bobst on-site technical services e.g., Parts Installation, Reactive Repairs, Preventive Maintenance inspections and visits, Training, Consulting.

C1. Field Service Rates

C1.1 Unless otherwise agreed, the costs of installation, start-up, training, maintenance, repairs and other Services are not included in the sales price of parts. They are calculated separately at the Seller's current rates.

These costs include among others:

- a) Normal working hours, waiting and travelling time;
- b) Overtime;
- c) Night, Saturday, Sunday and holiday work;
- d) Per diem allowance (Sundays and holidays included) fixed by the Seller, as well as costs of transport from hotel to place of work;
- e) Hotel expenses including breakfast (Sundays and holidays included);
- f) The normal working hours as well as the per diem allowance for every working day during which the engineer, the technician or the instructor is unable to work for reasons beyond its control;
- g) Travelling expenses (train first class, or air ticket for travelling abroad), transportation costs for luggage and tools;
- h) Taxes paid by the engineers, technicians or instructors as well as other expenses involved in foreign travel.

C1.2 Short-term interventions are charged minimally at a fixed half-day rate (4 hours).

C2. Working Hours

C2.1 Technicians typically work 40 hours per week—8 hours per day, Monday through Friday (or equivalent local schedule). The Customer must allow for standard breaks in line with local practices.

C2.2 Overtime is invoiced at Seller's applicable overtime current rates.

C3. Waiting Time

The Customer must ensure the site is ready for services and any waiting time during which technicians are unable to work caused by factors outside the technicians' control will be billed at the Seller's applicable current rates. If the delay is solely due to the Seller, such waiting time will not be charged.

C4. Worksheets

Technicians will submit worksheets per mission with number of working and travel hours which will be invoiced.

C5. On-Site Support

The Customer shall, at its own risk and expense, take all necessary steps to support the Seller's engineer, technician, or instructor during the service activities, including but not limited to the following:

- a) Making the Equipment available to the Seller during the entire period of time covered by the Seller's intervention;
- b) Providing the Equipment in working order and in clean condition;
- c) Providing the assistance of one adequately trained person;
- d) Providing the necessary material to be used during the intervention;
- e) Providing the Seller with personnel able to give the necessary information for performing the intervention;
- f) Providing to all Equipment users (including the Customer's own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, and to adequately train all users on safe use and maintenance of the Equipment including, but not limited to, use of safety features of the Equipment such as guards and interlocks.

The provisions of the present section apply even if, by written agreement, the installation costs are to be borne by the Seller.

C6. Insurance

C6.1 The engineers, technicians and instructors are insured against sickness and accidents (special risks excluded).

C6.2 The Customer shall conclude at its own expense an Erection All Risks insurance for the duration of installation and adequate insurance for other service works.

C7. Visit Cancellation

The Customer may cancel a technician's intervention by providing written notice to the Seller at least two (2) business days before the scheduled start date. If the cancellation occurs less than two (2) business days before the scheduled start date for a reason not attributable to the Seller, the Seller reserves the right to charge a cancellation fee and any direct, justified expenses incurred up to the date of cancellation that were not reimbursed (e.g., preparation costs, material ordered, travel and accommodation).

D. HELPLINE SPECIFIC TERMS

Specific clauses applicable to the remote assistance contracts.

D1. Customer's Responsibility

D1.1 To allow the operations of the Helpline chosen as per the Agreement, it is the Customer's responsibility to provide:

- Internet access with an upload and download data transfer rate equal to or faster than 1Mbit/s;
- The elements required to connect any equipment to the Customer's Local Area Network (LAN). This could include (but is not limited to) cables (with the proper shielding), network components (switches, routers, etc.) and others; and
- The elements required to connect any equipment to the Customer's power supply. This could include (but is not limited to) cables (with the proper shielding) and others; and
- The required resources of the Customer fully available and knowledgeable to perform the relevant configurations at the Customer's site. These could include, but are not limited to, advanced network configurations, IT configurations, security configurations, cabling etc.

D1.2 When using Video & Augmented Reality technologies, the Customer's employees must be cautious and aware that their use may reduce the field of view and they shall behave accordingly.

D2. Price

The Seller reserves the right to modify the prices or the scope of the supply of parts and services at any time, informing the Customer with a written notice at least one month in advance.

D3. Accessibility

D3.1 Assistance requests should be raised by the Customer in calling the local Bobst Customer center phone number. They can also be sent via email to the address Support@Mybobst.com.

D3.2 The request will be treated by Bobst Technical Support Specialist by order of priority and upon conditions depending on the level of Helpline contract coverage chosen by the Customer as described in the BOBST Helpline product description schedule.

D3.3 Requests raised outside the business hours of the local Bobst Customer Center will be handled as soon as possible for machines under Helpline Premium or Helpline with 24/7 option. They can be raised by calling the local Bobst Customer center phone number or sent by email to the address 247@bobst.com. These requests will be handled in English outside business hours of the Bobst Customer center.

D3.4 For an equipment without any Helpline Premium or Helpline with 24/7 option contract, assistance requests can only be raised during the business hours of the local Bobst Customer Center.

D4. Liability

D4.1 Bobst Technical Service Support technicians shall assist the Customer in troubleshooting the Equipment under a Helpline contract remotely with their technical skills on a best effort basis. This does not include any obligation for issues on the Equipment to be diagnosed or repaired remotely. This does not include either any Parts or on-site service intervention which would be needed to solve the Equipment issue.

D4.2 Where employees of the Customer execute tasks in accordance with instructions provided by Bobst over the phone, this does not release the Customer from its duty of care to comply with the relevant precautions and safety measures, and to use properly trained and qualified staff in this regard.

D4.3 It is understood by the parties hereto that when providing remote services with or without Reality AR device, the Seller's personnel is not in a position to gain complete information on the global state of the Equipment(s). The Seller is not committed and not expected to comment on the safety or full state of the Equipment(s) or of all its parts in providing connected services. Should the Seller nonetheless draw the attention of the Customer to a perceived safety issue, the Customer agrees not to use the Equipment(s) until such time that adequate measures have been taken to ensure the safe operation of the Equipment(s).

D4.4 The Customer uses TeamViewer software or any other third-party software at his own responsibility. The license terms of TeamViewer or of the third-party provider shall apply. Bobst shall not be liable for the functionality of the TeamViewer or other third party services or for losses and damages of any kind arising from the use or in connection with the use or failure of these services.

D4.5 All rights and claims on the part of the Customer, irrespective on what ground they are based, are exhaustively covered by the Agreement and its appendices including these terms and conditions. In particular, any claims not expressly mentioned herein for damages, reductions of price, cancellation or termination of the Agreement are excluded.

D4.6 In no event shall the Customer be entitled to claim damages such as loss of production, loss of use, loss of orders, loss of profit, loss of, damage to or corruption of data, and other direct or indirect or consequential damage, save in case of fraud or gross negligence.

D5. Data

The Helpline services performed by the Seller require the collection, exchange and analysis of Equipment data which is specifically governed by section F.

E. BOBST CONNECT SPECIFIC TERMS

Specific clauses applicable to the purchase of BOBST Connect solutions.

E1. Applicability

E1.1 The access to BOBST Connect is provided by Bobst Mex SA ("BOBST") for accessing BOBST Connect Applications. By accessing BOBST Connect, the Customer indicates that it accepts these specific conditions for Connect applications and that it agrees to abide by them. The Customer acknowledges and agrees that the Seller does not control and does not need to check if the person accepting these specific conditions by registration and/ or using BOBST Connect is legally authorized to do so. It is the Customer' sole responsibility to ensure verifiable empowerment of the persons acting on its behalf.

E1.2 These specific conditions apply to the version deployed when the Customer accesses BOBST Connect. BOBST Connect platform can continuously evolve in terms of lay-out and functionalities and the Seller reserves its right to modify, replace or upgrade the platform or technology used to provide the services at any time without notice, provided that such change does not materially affect the functionality. The Customer accepts to be contacted by e-mail, through message on its device or by any other means as appropriate. The Customer's continued use of BOBST Connect after changes are published or posted constitutes the Customer's acceptance of amended conditions. If the Customer does not agree with these conditions, it must cease accessing BOBST Connect immediately and notify the Seller as soon as possible.

E2. Ownership and License

E2.1 BOBST Connect and all material (including software, texts, images, data, tools etc.) contained in BOBST Connect are protected by copyright and by other intellectual property rights. BOBST, and other words or combination thereof, labels and design that may be used in BOBST Connect are brands and trademarks registered by companies of the Bobst Group.

E2.2 The Customer is hereby granted a limited, non-exclusive, non-transferable, non-sub-licensable, non- assignable and revocable right to access the BOBST Connect in return for payment of all fees to the extent required for the intended use of the BOBST Connect and subject to the Customer's agreement and compliance with these conditions. No rights (including intellectual property rights) in or to the BOBST Connect or any parts thereof are transferred to the Customer by using BOBST Connect.

E2.3 Unless otherwise agreed, the Seller will not supply any device or other equipment required to access or use BOBST Connect. To use BOBST Connect, the Customer will require Internet connectivity and appropriate telecommunication links. The Seller shall not

have any responsibility or liability for any phone costs or other costs the Customer may incur.

E2.4 The Customer shall not in any way use BOBST Connect or submit to the Seller or to any user of BOBST Connect anything which in any respect (I) is in breach of any law, (II) may infringe or breach the copyright or any intellectual property rights (including without limitation trademark right, patent rights, design rights, brands) or privacy or other rights of BOBST or any third- party, (III) involves the Customer's use, delivery or transmission of any viruses, intended to damage, detrimentally interfere with or intercept any system, application, data or personal information.

E3. Use of BOBST Connect

The Customer may use BOBST Connect only for the agreed purpose, only on a device that the Customer owns or permanently controls, and only if the Customer is in compliance with these conditions and with any additional terms applicable to the use of BOBST Connect. The Customer must not disable, or bypass restrictions imposed by the mobile operating system. The Customer must not, except as permitted by mandatory applicable law copy, modify, decompile, reverse-engineer, translate, rent, market, sell or otherwise transfer or make available BOBST Connect (and any parts thereof) to any third party.

E4. Customer's Responsibility

E4.1 To allow the operations of the BOBST Connect Solution chosen as per the Agreement, it is the Customer's responsibility to provide:

- Internet access with an upload and download data transfer rate equal to or faster than 1Mbit/s;
- The elements required to connect any equipment to the Customer's Local Area Network (LAN). This could include (but is not limited to) cables (with the proper shielding), network components (switches, routers, etc.) and others; and
- The elements required to connect any equipment to the Customer's power supply. This could include (but is not limited to) cables (with the proper shielding) and others; and
- The required resources of the Customer fully available and knowledgeable to perform the relevant configurations at the Customer's site. These could include, but are not limited to, advanced network configurations, IT configurations, security configurations, cabling etc.

E4.2 The provision of BOBST Connect may rely on dedicated software or hardware components that interact with BOBST or non-BOBST equipment e.g., one or more Programmable Logic Controllers (PLC), other industrial automation elements, sensors, electrical or electronic boards and devices etc. Unless otherwise agreed in writing, it is expressly forbidden to the Customer or any third party to connect or interact directly with those software or hardware components. Not respecting this clause exposes the Customer, at the sole discretion of the Seller, to (1) termination of BOBST Connect, (2) expiration of any warranty (3) refusal of intervention by the Seller.

E5. Price

The Seller reserves the right to modify the prices or the scope of the supply of parts and services at any time, informing the Customer with a written notice at least one month in advance.

E6. No Warranty

E6.1 BOBST Connect is provided "as is" and on an "as available". The Seller uses commercially reasonable efforts to ensure accessibility, availability and functionality of the BOBST Connect on a permanent basis, but the Customer accepts that the Seller cannot prevent the Customer or BOBST Connect from any effects of misuse, hardware or software errors or other adverse events. The Seller may also rely on third parties in providing products and services, for which it cannot take any kind of warranties or responsibilities. In addition, the accessibility, availability and/ or functionality of BOBST Connect may be waived or restricted during maintenance work, repairs or introduction of functions carried out by the Seller or by third parties. The Customer's use of BOBST Connect is at its own risk.

E6.2 The Seller does not warrant that BOBST Connect will be compatible with all hardware and software which the Customer may use. The Seller shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to Customer's device), software, data, information or other property as a result of the Customer's download, access to or use of BOBST Connect or the obtaining of any material from, or as a result of using BOBST Connect. The Seller shall not be liable for the actions or omissions of third parties. If the need arises, the Seller may suspend the access to or use of BOBST Connect (or part thereof) or withdraw it from the market in full or in part without any liabilities.

E6.3 The Seller makes no representation or warranty, express or implied, that information, outcome, results and materials on or from BOBST Connect are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, the Seller does not accept any liability for any and all errors or omissions.

E7. Privacy

E7.1 When the Customer registers, activates or uses BOBST Connect, the Seller may receive or collect data and information about the Customer and its use, including contact information relating to its use of BOBST Connect and/ or for a particular service. When the Customer shares information with the Seller, the Customer confirms that such information is correct, complete and accurate and will be updated by the Customer on a regular basis. Furthermore, the Customer represents and warrants to have obtained all approval, license, consent and agreement (as may be needed) to enter into and execute these conditions and to use BOBST Connect as set out in these conditions.

E7.2 The Seller may store and use these data and other information especially for the following purposes: (i) to provide and support BOBST Connect, (ii) to process the Customer's use of BOBST Connect, (iii) to measure the Customer's use of BOBST Connect and related services, (iv) to customize and improve BOBST Connect and related services (v) to prevent and detect abuse of BOBST Connect. Further information regarding privacy and data protection can be found on <https://www.bobst.com/chen/privacy-protection/>. For any questions or concerns, the Customer can contact the BOBST GROUP Data Protection Officer (DPO) at privacy@bobst.com.

E8. Termination

The Seller may terminate BOBST Connect solutions by providing written notice to the Customer, in case the service is permanently discontinued. Termination shall take effect on the date specified in the notice. The Customer shall be liable only for the payment fees for services rendered up to the date of termination.

E9. Data

The BOBST Connect services performed by the Seller require the collection, exchange and analysis of Equipment data which is specifically governed by section F.

F. DATA SPECIFIC TERMS

Specific clauses applicable to data processed under the Agreement.

F1. Personal Data

The Connect and remote services offered by the Seller require the collection, exchange and analysis of equipment data which does not fall under privacy protection. However, while providing services for the Customer or selling Parts, the Seller may also obtain non-sensitive personal data such as names, e-mails, telephone numbers of the Customer's employees or mandated third parties ("the Personal Data"). In such case, the Seller and the Customer shall process Personal Data belonging to employees, agents or third parties in compliance with the applicable data protection rules. The Customer acknowledges, that the Seller is entitled within the implementation of the Agreement to process Customer's non-sensitive personal data. The Customer acknowledges in particular that the Seller may transfer such data in the Seller's country or abroad in order to implement the Agreement, to provide services to the Customer and to develop its offering of products and services.

F2. Equipment Data

F2.1 Customer recognizes and agrees that the Seller collects data related to the Equipment's performance (hereinafter called "Equipment Data") and that the Seller may use the Equipment Data to perform the contract activities and services, provide Equipment support, improve and further develop its offering of products and services including AI solutions and aggregate the Equipment Data with other data or create derived data for a lawful purpose . For the avoidance of doubt, software parametrization and anonymized usage statistics do not qualify as Equipment Data.

F2.2 The Customer agrees not to use the Equipment Data related to and stored in the connection kit and/or in the Equipment, other than for the limited purposes of the Agreement and not to decrypt, copy, reverse engineer or modify any software related to said Equipment or the service and, in particular, not to use the connection kit or allow third parties to access the connection kit or the Equipment Data stored therein other than in accordance with the Agreement.

F2.3 Unless agreed otherwise, the Seller may not disclose the Equipment Data to third-parties other than entities of the Seller and its own direct sellers, partners, and agents.

F2.4 In the event of termination or expiration of the Agreement, the Seller is entitled to continue using any Equipment Data gained during the performance of the Agreement and the Equipment will continue retrieving Equipment Data, unless the Customer asks at any time in writing to -discontinue such collection. The Customer may request a copy of such Equipment Data from the Seller.

F2.5 The Customer agrees that the Seller may use cookies, cameras or other technical communication and performance measuring devices, in an effort to render or improve the performance of the Agreement.

F2.6 Any use and/or interpretation of the Equipment's Data which are processed directly and independently by the Customer, or any third party, does not create any responsibility for the Seller.

F3. Specific Data Terms/ Data License according to the European Union Data Act

The terms below are only applicable when the European Union Data Act applies.

DATA LICENSE AGREEMENT

1. **Applicability, Contractual Set-Up and Order of Precedence**

1.1 If Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 ("Data Act") (see <https://eur-lex.europa.eu/eli/reg/2023/2854/oj/eng>) is applicable, Bobst Mex SA, Switzerland, hereinafter referred to as "the Data Holder" and its contracting partner, hereinafter referred to as "the Customer" enter into the following data license agreement ("Data License Agreement").

1.2 This Data License Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof. In the event of any contradictions of this Data License Agreement with any other agreement entered into with a BOBST company, this Data License Agreement shall take precedence over any other contractual provisions.

2. **Products/Related Services**

2.1 This Data License Agreement is made with regard to:

- (a) The connected product(s) (the "Product") as listed in BOBST Connect or referred to in the service agreement;
- (b) The following related service(s) (the "Related Service(s)"), if applicable: BOBST Connect or Helpline services;

A list of all potentially relevant BOBST products and related services and further information as required by the Data Act can be found on [EU Data Act | BOBST](https://www.bobst.com/chen/eu-data-act) (<https://www.bobst.com/chen/eu-data-act>).

2.2 The Customer declares to be either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service agreement. The Customer commits to provide upon duly substantiated request to the Data Holder any relevant documentation to support these declarations, where necessary.

3. **Data Covered by the Data License Agreement**

3.1 The data covered by the Data License Agreement (the "Data") consist of readily available Product Data or Related Service(s) Data within the meaning of the Data Act as further specified under [EU Data Act | BOBST](https://www.bobst.com/chen/eu-data-act) (<https://www.bobst.com/chen/eu-data-act>), including a description of data characteristics and access arrangements.

If, during this Data License Agreement, new data are made available to the Customer, the list of Data will be amended accordingly.

3.2 The Data Holder may, in good faith, unilaterally change the specifications of the products or related services or the access arrangements agreed, if this is objectively justified by the general conduct of business of the Data Holder – for example by a technical modification due to an immediate security vulnerability in the line of the products or related services or a change in the Data Holder's infrastructure. In that case, the Data Holder shall give notice of the change to the Customer within a reasonable time.

4. **Data Use by the Data Holder**

4.1 The Customer hereby grants to the Data Holder a perpetual, irrevocable, non-exclusive, transferable, sublicensable fully paid-up right to use the Data that are non-personal data without any restriction whatsoever. This license is unlimited in substance, time and location.

4.2 The above right of use entitles the Data Holder in particular to use the Data for the following purposes:

- (a) performing any agreement with the Customer or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);
- (b) providing support, warranty, guarantee or similar services or assessing Customer's, Data Holder's or third party's claims (e.g. regarding malfunctions of the Product);
- (c) monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control;
- (d) improving the functioning of new or existing products or related services;
- (e) developing new products or services, including artificial intelligence (AI) solutions;
- (f) aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.

4.3 The Data Holder undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the Customer, or about the use of the Product or Related Service by the Customer in any other manner that could undermine the commercial position of the Customer on the markets in which the Customer is active.

4.4 None of the Data uses agreed to under Section 4.1 and 4.2 may be interpreted as including such Data use, and the Data Holder undertakes to ensure, by appropriate organizational and technical means, that no third party, within the Data Holder's organization, engages in such Data use.

5. Sharing of Data with Third Parties and Use of Processing Services

5.1 The Data Holder is also entitled to pass on the Data to subcontractors and third parties to the extent of the agreed right of use, who shall themselves be entitled to use the Data for their own purposes, provided that such use remains within the scope of the agreed-upon right of use. In particular, the Data Holder is entitled to pass on the Data to BOBST Group Companies, to the extent of the agreed right of use. For the purposes of this Data License Agreement, the term “pass on” shall also include the granting of access rights. A list of BOBST Group Companies can be found in the Bobst Group yearly report here:

<https://investors.bobst.com/en/corporate-governance/corporate-documents/>.

5.2 The Data Holder may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under this Data License Agreement. The third parties may also use such services to achieve the agreed purposes under this Data License Agreement for their own account and under their own responsibility.

6. Use and Sharing of Personal Data by the Data Holder

The Data Holder may use, share with third parties or otherwise process any Data that are personal data, as provided for under applicable laws.

7. Protection Measures taken by the Data Holder

7.1 The Data Holder undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the Customer as a result of Data loss or disclosure of Data to unauthorised third parties and the costs associated with the protective measures.

7.2 The Data Holder may also apply other appropriate technical protection measures to prevent unauthorised access to Data and to ensure compliance with this Data License Agreement.

7.3 The Customer agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

8. Unauthorized Use

The Customer undertakes not to engage in the following:

- (a) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
- (b) use such Data to derive insights about the economic situation, assets and production methods of the Data Holder;
- (c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;
- (d) share the Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925;
- (e) use the Data they receive for any purposes that infringe EU law or applicable national law;
- (f) transfer the Data to third parties outside the European Economic Area.

9. Sharing of Data by the Customer

If and to the extent that applicable law provides for this, Customer may request that the Data be transferred to a third party. This does not apply to the transfer of data to a company that has been designated as a gatekeeper in accordance with Article 3 of Regulation (EU) 2022/1925. In the event of lawful transfer to a third party, Customer must notify the Data Holder of such transfer, including the receiving third party and a data license agreement must be concluded with the third party. Such agreement must include in particular the limitations of use specified in Section 8 (“Unauthorized Use”) above. Customer may contact the Data Holder under data@bobst.com to assert their rights.

10. Transfer of Use

10.1 Where the Customer contractually transfers (i) ownership of the Product, or (ii) its temporary rights to use the Product, and/or (iii) its rights to receive Related Services to a subsequent natural or legal person ('Subsequent User') and loses the status of a user under the Data Act after the transfer to a Subsequent User, the Parties undertake to comply with the requirements set out in this clause.

10.2 The Customer must:

- (a) ensure that the Subsequent User cannot use the initial Customer's account;
- (b) notify the Data Holder of the transfer;
- (c) use its best efforts to assign to the Subsequent User, as of the transfer date, its rights and obligations under this Data License Agreement and the Data Holder agrees hereby in advance to such assignment.

10.3 The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer i.e. the rights and obligations relating to the Data generated under the Data License Agreement before the transfer will continue to apply after the transfer.

10.4 If the Customer's failure to comply with its obligations under clauses 10.1 or 10.2 leads to the use and sharing of Product or Related Services Data by the Data Holder in the absence of a contract with the Subsequent User, the Customer will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent User towards the Data Holder for the use of the Data after the transfer.

11. Term and Termination

11.1 This Data License Agreement enters into force on 12 September 2025, or if applicable, a later date on which the BOBST Connect or service agreement is entered into with the Customer.

11.2 It is concluded for an unspecified and unlimited time.

11.3 Section 11.2 does not apply in case the Parties explicitly terminate this Data License Agreement together and in accordance with any potentially underlying main agreement (e.g. BOBST Connect or any other service agreement).

11.4 Furthermore, either party may terminate this Data License Agreement at any time after termination of the underlying main agreement upon prior written notice to the other Party

11.5 Termination does not affect any provision in this Data License Agreement which is to operate even after the Data License Agreement has come to an end.

11.6 The termination of the Data License Agreement will have the following effects:

- (a) the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination;
- (b) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination as specified in this Data License Agreement.

12. Limited Warranty and Liability

Remedies and liability of the Data Holder shall be limited and excluded to the maximum extent legally permissible. The aforementioned limitations and exclusions of liability shall not apply in case of (i) death or physical injury; (ii) damage caused by willful intent or gross negligence; or (iii) if mandatory law provides otherwise.

13. Confidentiality

13.1 The following information will be considered as confidential:

- (a) information referring to the trade secrets, financial situation or any other aspect of the operations of a party, unless that Party has made this information public;
- (b) information referring to the Customer and any third party, unless they have already made this information public.

13.2 Both Parties agree to take all reasonable measures to store securely confidential information and not to make such information available to any third party, unless:

- (a) one of the Parties is under a legal obligation to make available the relevant information;
- (b) it is necessary for one of the Parties to make the relevant information available in order to fulfil their obligations under this Data License Agreement; or
- (c) one of the Parties has obtained the prior consent of the other Party or the party providing the confidential information or affected by its disclosure.

13.3 These confidentiality obligations remain applicable after the termination of the Data License Agreement.

13.4 These confidentiality obligations do not remove any more stringent obligations under (i) the Regulation (EU) 2016/679 (GDPR), (ii) the provisions implementing Directive 2002/58/EC or Directive (EU) 2016/943, or (iii) any other EU or Member State law or (iv) national law or (v) clause 8 of this Data License Agreement.

13.5 These confidentiality obligations also do not remove any stricter confidentiality obligations that may exist under other agreements between the parties. However, this only applies to data that falls outside the scope of this Data License Agreement.

14. Applicable Law and Jurisdiction

14.1 This Data License Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland without regard to the principles of conflict of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

14.2 Any dispute arising out of or in conjunction with the Data License Agreement shall be submitted to the exclusive jurisdiction of the courts at the domicile of Bobst Mex SA, in Mex, Switzerland.

15. Miscellaneous

If any provision of this Data License Agreement is found to be inconsistent with the requirements of the EU Data Act or any other mandatory law, that cannot be derogated from by agreement, such provision shall be deemed modified to the minimum extent necessary to render it compliant with such mandatory law, and the remaining provisions of these terms shall remain in full force and effect.