

Registration and Support Service Terms for myLinde

These terms apply to the provision of the paid registration and support service for myLinde or myFenwick (hereinafter and in all documents referenced herein uniformly referred to as “**myLinde**”) by Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg, Germany (“**LMH**”). Separate Terms of Use apply for the use of myLinde.

1.1. **Subject Matter**

The subject matter of the registration and support services results from the respective order form.

- 1.2. The contractual relationship becomes effective upon acceptance of the order by LMH and is valid for an indefinite period, unless otherwise specified in the order.

2. **Provision of Services**

- 2.1. Services are provided at LMH's registered office from Monday to Friday between 07:00 and 18:00 (CET); the contractual services are provided to the customer electronically.
- 2.2. LMH owes careful provision of service which corresponds to the current state of the art at the time of service provision.
- 2.3. If the services under this contract cannot be performed in whole or in part due to a failure by the customer to cooperate or other impediments attributable to the customer, LMH is released from its performance obligation.
- 2.4. All due dates and time limits regarding the provision of services are estimates and are non-binding.
- 2.5. If the contractual services are not performed or not performed properly, or if another breach of duty occurs, the customer must always notify LMH in writing and grant a grace period within which LMH is given the opportunity to properly fulfill the services or otherwise remedy the situation.

3. **Intellectual Property**

Alle All rights to any deliverables supplied by LMH as part of the services, to the extent they are protectable, in particular copyright to produced recommendations or materials created in connection with the services, any rights to inventions as well as technical protective rights, are owned exclusively by LMH in relation to the customer, even if the services are provided based on technical specifications or cooperation by the customer.

4. **Customer's Duty to Cooperate**

- 4.1. The customer is obliged to provide LMH with all necessary information and documents from their sphere of responsibility in good time which LMH can expect, taking into account the nature and scope of the support services to be provided.
- 4.2. To register the customer on the myLinde platform, the customer must provide LMH with the name and email address of an employee from their company who will be the first person to receive full access to the customer account (“**Initial Administrator**”). The customer must provide a valid business email address. The use of disposable email addresses or personal accounts (gmail, etc.) is not permitted. The customer must ensure that the Initial Administrator is authorized to make legally binding declarations relating to acceptance of the terms of use for the myLinde platform.
- 4.3. The proper execution of regular data backups is the responsibility of the customer.

5. **Remuneration**

LMH provides the owed services for the remuneration set out in the order form and the payment terms specified therein.

6. **Term and Termination**

- 6.1. Unless otherwise agreed, e.g. in the Order Form, this contract may be terminated by either party with one month's notice to the end of a calendar month. Termination must be made in writing. Partial termination is not permitted.
- 6.2. Rights to extraordinary termination remain unaffected.

7. **Liability**

- 7.1. LMH shall only be liable to the customer for damages in accordance with the following provisions:

- 7.1.1. For damages resulting from intentional or grossly negligent breach of duty or for injuries to life, body or health, LMH is liable without limitation.
- 7.1.2. For damages resulting from a slightly negligent breach of duty which do not involve injury to life, body or health, LMH is only liable to the customer if an essential contractual obligation is violated, the fulfilment of which is necessary for the proper performance of the contract and on which the contractual partner may regularly rely. In this case, liability is limited to the typical, foreseeable damage.
- 7.2. Guarantees or warranted characteristics are not assumed by LMH under this contract.
- 7.3. LMH's liability for any data loss or data corruption is limited to the expenditure required to restore the data from the customer's properly backed up data.
- 7.4. Claims for damages under this provision include claims for reimbursement of expenses.
- 7.5. This limitations of liability also apply to the personal liability of the Licensor's employees, representatives and bodies of LMH.
- 7.6. Liability under the Product Liability Act remains unaffected.
- 8. Force Majeure**
 - 8.1. If LMH cannot fulfill its contractual obligations, cannot do so fully, or cannot do so in a timely manner due to an event of force majeure, or if this is foreseeable, LMH will immediately inform the customer of the nature of the event and the anticipated effects on its contractual obligations, in particular on the provision of services. In particular, force majeure includes: acts of war or hostility; sabotage; natural disasters; pandemics; epidemics; power, internet or telecommunications failures not triggered by either party, as well as cyberattacks for which the parties are not responsible; fire, explosion, flood not attributable to LMH; labor disputes lasting more than six weeks and not the fault of LMH.
 - 8.2. LMH is released from fulfilling its contractual obligations as long as the force majeure event persists. This does not apply if LMH has failed to meet its information duty. The customer is released from their payment obligation to the extent and for the duration that LMH is released from its performance obligation. If and to the extent the customer is prevented from fulfilling a duty to cooperate due to force majeure, default of acceptance is excluded. §§ 304, 615 sentence 1, 643 BGB do not apply.
 - 8.3. LMH will make all reasonable efforts to minimize the impact of the force majeure event on contractual obligations, particularly on the provision of services.
 - 8.4. As soon as the force majeure event ends or its end is foreseeable, LMH will inform the customer and fulfill its contractual obligations again.
- 9. Confidentiality**
 - 9.1. The parties mutually undertake confidentiality. This duty of confidentiality covers all information or circumstances relating to the respective party which is either expressly marked as confidential or secret, or which the receiving party, in the circumstances, must assume is classified as confidential by the disclosing party. This applies in particular to materials, hardware, software, models and documents such as reports, drawings, sketches, or samples, as well as to emails and other (textual or verbal) communications.
 - 9.2. The receiving party may only use confidential information for the performance of this contract. Further use, in particular for commercial purposes, is excluded unless the disclosing party has given its prior written consent. Reverse engineering of devices, software, or hardware accessible under this contract is not permitted. Disclosure or making available confidential information to third parties is expressly prohibited. Companies affiliated with the receiving party according to §§ 15 et seq. AktG as well as contractually obligated and confidentiality-bound third parties (e.g., consultants) engaged by the receiving party in connection with the contract do not count as "third parties".
 - 9.3. The confidentiality obligation does not apply to information that is public or generally known, or whose disclosure has been expressly approved in advance in writing by the disclosing party. The obligation also does not apply where the receiving party is obliged to disclose or surrender information by law or official order, or where

confidential information is disclosed to the receiving party subsequently by a third party without violating a confidentiality obligation.

- 9.4. If LMH uses subcontractors to fulfill its duties under this contract, they must be bound to confidentiality to a corresponding degree.
- 9.5. Statutory confidentiality obligations according to the German Trade Secrets Act (GeschGehG) remain unaffected, taking into account applicable whistleblower protection regulations.
- 9.6. The confidentiality obligation shall survive termination of the contract for 3 years.

10. Data Protection

- 10.1. Both parties comply with the applicable data protection regulations and oblige all persons entrusted with the performance of this contract to confidentiality in writing. This obligation must be given before work starts and proven to the other party on request.
- 10.2. Insofar as LMH processes personal data on behalf of the customer as a processor, the parties shall conclude a data processing agreement in accordance with Art. 28 GDPR.

11. Export Controls

- 11.1. The parties undertake to comply with the applicable export control laws, in particular those of the Federal Republic of Germany, the European Union, and the United States of America. Each party shall ensure compliance with export control duties in its sphere, including obtaining permits and checking for any restrictions on import, export, or use of goods. At LMH's request, the customer shall provide all documents and information required for obtaining export authorization.
- 11.2. Both parties are entitled to extraordinary termination for good cause if the competent authority does not grant the permits required for the service within 6 months or if export control rules do not allow a party to provide the contractual services.

12. Duties After Contract End

Upon termination of the contract, each party must immediately and without request return all documents, tools, materials or objects received from the other party which were not left to them for permanent, contractual use. This applies to all copies. Statutory retention obligations remain unaffected.

13. Final Provisions

- 13.1. Amendments and supplements to this contract, as well as all declarations of intent relevant to the contract and statements regarding the exercise of shaping rights—especially terminations, reminders, notifications, or setting deadlines—must be made in writing.
- 13.2. LMH is entitled to use subcontractors for the provision of services or to assign this contract to an affiliated company under §§ 15 et seq. AktG without Customer's consent.
- 13.3. If disputes arise, the parties will first seek an amicable out-of-court settlement and, before taking legal action, will hold at least one meeting attended by a representative of the highest management level of each party.
- 13.4. The parties agree, to the extent permitted by law, that Aschaffenburg, Germany shall be the exclusive place of jurisdiction.
- 13.5. The law of the Federal Republic of Germany applies, to the exclusion of rules that refer to another legal system (conflict of laws) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.6. This contract constitutes together with the Order Form the entire agreement between the parties for the provision of the registration and support services for myLinde and supersedes all previous representations, conversations, and documents relating to the subject matter.
- 13.7. General terms and conditions of the customer do not apply, regardless of how they are designated. In particular, customer terms contained in or referenced by purchase orders are invalid, even if LMH does not reject them and performs the contractual services on the basis of the order.