

## PAS Software

### § 1

#### Subject matter

(1) These general terms and conditions for PAS software ("GTC PAS") apply to any and all PAS software products ("PAS Software"), that Pilz South East Asia Pte. Ltd. ("Pilz") sells to any corporate or individual customer ("Client"). Pilz grants the Client the non-exclusive and non-transferable right of use of the PAS Software as described and defined in these GTC PAS and the contract between Pilz and the Client. Separate general terms and conditions of Pilz shall apply to non-PAS software products and software products that are provided by Pilz as part of services or the performance of work.

(2) If PAS Software of Pilz is sold together with software of other manufacturers which do not belong to the Pilz group of companies, the respective terms and conditions of such other manufacturers shall apply to such third-party software in addition to these GTC PAS.

### § 2

#### Scope of Applicability

1) These GTC PAS shall apply to all current and, by way of a blanket agreement, also to all future business relationships between Pilz and the Client, without Pilz needing to refer the Client to the GTC PAS in each specific case, unless other general terms and conditions of Pilz have been incorporated into the respective contract(s).

(2) The quotations and declarations of acceptance, as well as all PAS Software, are provided exclusively on the basis of the GTC PAS, in each case in their latest version. These GTC PAS are freely accessible at any time on the Internet at <https://www.pilz.com/en-SG/termsandconditions>, and will be sent to the Client by e-mail or telefax upon request. These GTC PAS may be saved and printed out by the Client in a reproducible form.

(3) Terms and conditions of the Client are hereby expressly rejected. Where the Client provides or maintains different, conflicting or additional terms and conditions, these shall not form part of the contract with Pilz, regardless of Pilz' knowledge of such terms and conditions, unless expressly agreed in writing by Pilz at the time the contract is concluded. This confirmation requirement shall still apply if Pilz sells or delivers PAS Software to the Client without reservation, in full knowledge of the Client's terms and conditions.

### § 3

#### Scope and obligations

(1) The Client must use the PAS Software only for the specific hardware and software environment as indicated and described in the respective Pilz PAS Software description and in accordance with the applicable licence category – e.g. basic licence, user licence, project licence, basic upgrade licence, user upgrade licence or project upgrade licence.

(2) Pilz shall not be obliged to any installation or configuration of the PAS Software, consulting, training, analysis or other support services. Further, Pilz shall not be obliged to supply any trou-

ble-shooting or other rectification works where such works are necessary because of improper operation or other circumstances not attributable to the PAS Software. If engaged by the Client accordingly, Pilz may render such services or works separately and fully chargeable pursuant to Pilz' current pricing in accordance with the applicable general terms and conditions of Pilz.

(3) The Client shall be solely responsible for selecting the PAS Software for the Client's applications and for the tests to establish the suitability of the PAS Software and the PAS Software functions for the Client's purposes, as well as for any and all data backup and security issues. Only specialists and trained personnel may use the PAS Software and select and apply the respective data.

(4) If in doubt about any issues under § 3 (1) to (3) above, the Client shall always seek for advice from Pilz. Further, the Client shall at times take precautionary measures for any event of defect or failure of PAS Software or other software.

### § 4

#### Formation of contract

(1) All quotations of Pilz are non-binding.

(2) If the Client submits an order, Pilz may accept this order within 4 weeks unless otherwise indicated in the Client's order.

(3) Acceptance shall be declared by Pilz in writing (including by telefax or e-mail) in the form of an order confirmation. In the absence of any other written agreements, the written order confirmation of Pilz shall set out the PAS Software to be delivered.

(4) There are no verbal ancillary agreements at the time of conclusion of the contract or at any time thereafter. Only individual agreements (including ancillary agreements, supplements and amendments to these GTC PAS) explicitly agreed in writing between Pilz and the Client shall take precedence over these GTC PAS.

(5) If there is any substantial increase in the price of raw materials, wages, taxes, public dues or difficulties resulting from laws or provisions by the time the order is executed, which would demonstrably and substantially affect the calculation on which the quotation was based, Pilz shall be entitled to increase the price by an appropriate amount.

(6) Pilz reserves any and all rights to make reasonable changes to the PAS Software. In particular, Pilz reserves any and all rights to amend the design or the form of the PAS Software resulting from technical improvements or statutory requirements.

(7) If the Client submits an order in the Pilz E-Shop <http://www.pilz.com/en-INT/e-shop> the following shall apply additionally for such online orders (for the avoidance of doubt, any and all other provisions of these GTC PAS remain in full force for and applicable to such online orders):

- The Client acknowledges and agrees that the respective order process allows the Client to check and amend any errors before submitting any orders to Pilz. The Client shall take the

necessary time to read and check any orders carefully at each page and at each step of the whole order process. After the Client places an order, the Client will receive an e-mail from Pilz acknowledging that Pilz has received the Client's order. However, such e-mail shall not constitute an acceptance of the Client's order by Pilz.

- The Client acknowledges and agrees that the acceptance of the Client's order will only take place if and when Pilz sends the Client an order confirmation. For the avoidance of doubt, a contract between Pilz and the Client is solely formed by such order confirmation.

- If Pilz is unable to supply the Client with a PAS Software ordered, for example because that PAS Software is not in stock or no longer available or because Pilz cannot meet the requested delivery date or because of any error in the website (including, without limitation, the incorrect pricing of PAS Software), Pilz will inform the Client accordingly by e-mail and Pilz will not process the Client's order.

(8) Any costs for or in connection with the shipping or download of PAS Software shall be borne solely by the Client.

### § 5

#### Test and production phase

(1) The Client may download the PAS Software from the Pilz website to test and check which chargeable PAS software parts and functions meet the individual requirements and purposes of the Client (the "Test Phase").

(2) At the end of the Test Phase the Client shall create an individual PAS project within the PAS Software ("PAS Project") that the Client wants to purchase for and use in the Client's actual production phase ("Production Phase").

(3) During the Test Phase, Pilz shall grant the Client a Test Phase licence for the PAS Software. The Test Phase licence only allows the use for testing purposes, and the Client must not use the Test Phase licence for any purposes of the Production Phase.

(4) The licence fees for any and all parts and functions of the PAS Software for the Client's PAS Project shall be due and payable by the Client as and when charged by Pilz in full and without deductions before entering into the Production Phase. For this purpose, the Client shall, if not instructed otherwise by Pilz, make payment through Pilz' digital asset-based payment system using the digital PAS units ("PAS-Units").

(5) Each PAS Project is subject to a specific and individual purpose of the Client ("Project Purpose"), for example without limitation:

- to automate a specific production process of the Client; or  
- to control a Client's product or process; or  
- to automate other technical processes of the Client in the Production Phase.

(6) The Production Phase shall begin at the latest when the Client uses the PAS Software in any live operation for business purposes, in particular and without limitation to manage production processes, products or other technical processes. Notwithstanding the foregoing, live oper-

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ation of the Client shall be deemed to have commenced if (i) a product of the Client involving PAS Software is approved by a testing body or authority, or (ii) in any event where PAS Software is copied to or used in connection with a product of the Client.

(7) A contract between Pilz and the Client shall only be formed upon payment of the licence fee in PAS-Units. The Client shall only be entitled to use the PAS Software in the Production Phase after full payment and receipt of the licence certificate from Pilz. The Client shall print out and safe-keep the licence certificates and present them to Pilz at any time upon request from Pilz.

(8) The Client acknowledges and agrees that each new project requires the creation of a new PAS Project and the purchase of the respective new licences for PAS Software. For the avoidance of doubt, this shall apply likewise in any event of changing, amending or modifying a Project Purpose or if the Client implements an additional project with the same Project Purpose.

(9) The Client may extend the scope of an existing PAS Project or add further PAS Software parts or functions by purchasing additional licences.

### § 6 Purchase of PASunits

(1) The Client shall acquire the PASunits needed to purchase licences for the use of the PAS Software online from Pilz in the Pilz E-Shop <http://www.pilz.com/en-INT/e-shop>.

(2) After Pilz has received from the Client the total invoiced amount for ordered PASunits (receipt of payment), the Client may use the PASunits to unlock and purchase PAS Software for a PAS Project.

(3) The Client shall not be entitled to return and there shall not be any form of refund for purchased PAS-Units. The Client must not reallocate unused PASunits that have been booked to a PAS Project to another PAS Project.

(4) The Client shall not be entitled to transfer any PASunits to third parties unless such third party is acquiring a product which is managed by project software from the PAS Software product range. Details pertaining to the transferability and the use of PASunits by the transferee are determined by Pilz at Pilz' sole discretion.

### § 7 Intellectual property

(1) The Client acknowledges and agrees that:

- all intellectual property rights in the PAS Software and the documentation throughout the world belong to Pilz or the respective Pilz group company or the respective third party manufacturer; and
- rights in the PAS Software are licenced and not sold to the Client; and
- the Client has no rights in, or to, the PAS Software or the documentation other than the right to use them in accordance with these GTC PAS; and

- the Client has no rights to have access to the PAS Software in source code form or in unlocked coding or with comments; and
- the Client may use the PAS Software for internal businesses purposes only.

(2) The integrity of the PAS Software is protected by technical protection measures so that the intellectual property rights, including copyrights, in the PAS Software are not misappropriated. The Client must not attempt in any way to remove or circumvent such technical protection measures, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in the Client's possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

(3) To the extent that rights are not expressly granted to the Client in these GTC PAS, all rights to the PAS Software and to all copies made by the Client – in particular copyrights, the rights to inventions, data, samples, models, drafts and expertise as well as other technical protective rights – shall remain exclusively with Pilz or the respective Pilz group company or the manufacturer of third-party software. For the avoidance of doubt the same applies to any rights of editing of the PAS Software by the Client.

### § 8 Offsetting and rights of retention

(1) The Client shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

(2) Pilz may, at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Pilz to the Client.

(3) The Client shall not have any rights of retention.

### § 9 Force Majeure

(1) "Force Majeure Event" means an event beyond the reasonable control of Pilz including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Pilz or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance problems with any law or governmental order, rule, regulation or direction including without limitation foreign trade regulations of the Federal Republic of Germany, export or embargo regulations of the European Union or other states or United States or European Union anti-terror regulations, accident, breakdown of plant or machinery, fire, flood, storm or default of Pilz' suppliers or subcontractors.

(2) Pilz shall not be liable to the Client as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event.

(3) If the Force Majeure Event prevents Pilz from providing the PAS Software for more than 4

weeks, Pilz shall, without limiting its other rights or remedies, have the right to terminate the affected contract(s) immediately by giving written notice to the Client.

### § 10 Reproduction rights

(1) The Client is allowed to make only one reproduction of the PAS Software for backup purposes. If the routine backing-up of the entire data set, including the PAS Software, is required for reasons of data security or for assuring swift reactivation of the computer system following total failure or for internal or external auditing, the Client may make the minimum number of backup copies that is absolutely necessary. The appropriate data carriers shall be identified appropriately. The backup copies from routine data backup procedures may only be used for archive purposes.

(2) Any other reproduction of the PAS Software, including output of the program code on a printer and photocopying of the documentation requires Pilz' written authorization. Any additional documentation for multiple use of the PAS Software must be obtained from Pilz.

### § 11 Multiple use and network use

(1) The Client may use the PAS Software on the contractually agreed system or machine for the contractually agreed purpose. However, if the Client changes the system or machine, it must delete the PAS Software from the system or machine previously used.

(2) The Client is not allowed any simultaneous programming, storage or use of the PAS Software on more than one system or machine. If the Client would like to use the PAS Software simultaneously on more than one system or machine, for example in several production machines or to control several systems, the Client must acquire a corresponding number of licences for the PAS Software. Where Pilz has granted reproduction rights, the Client shall receive written confirmation of the number of reproductions – PAS Software product certificate – that the Client is entitled to make of the data carrier supplied with the licence, enabling the PAS Software to be used simultaneously on several systems or machines, up to the number of licences issued. The copyright notice and all other proprietary notices shall be applied to every copy or partial copy, or the installation of the copy noted in the documentation for the system or machine. Existing copyright notices or other proprietary notices shall not be removed.

(3) The use of the PAS Software provided within a network or other multi-station computer system shall not be permissible to the extent that this creates the possibility of multiple use of the PAS Software simultaneously. If the Client would like to use the PAS Software within a network or other multi-station computer system, the Client must prevent simultaneous multiple use through access protection mechanisms or pay a special network fee (multiple licence) to Pilz, the level of which shall depend on the number of users connected to the computer system. Use on a net-

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work shall only be permissible after payment in full of the multiple licence fees.

(4) The Client undertakes to observe the notes on reproduction supplied to it together with the PAS Software product certificates, and already made available to it in the PAS Software description. The Client shall furthermore keep proper, full records of all reproductions in such a way that the number of reproductions made and the area of use can be traced. The Client shall make these records available to Pilz at any time upon request. Upon 14 days' prior notice, Pilz shall be entitled to conduct an audit to ensure that the Client is in compliance with the purchased licences and the contract by an auditor appointed by Pilz. The auditor shall be granted access to the business premises of the Client during normal business hours. The Client must provide the auditor with full access to all relevant records and facilities necessary to conduct the audit. If an audit reveals underpaid licence fees or other amounts due to Pilz but unpaid, Pilz will invoice the Client accordingly and the Client shall promptly pay Pilz any underpaid licence fees or other amounts due to Pilz based on Pilz' pricing in effect at the time the audit is completed. In the case of any underpaid licence fees or other amounts due to Pilz revealed, the Client shall also bear the costs of conducting the audit.

### § 12

#### Decompilation and modification

(1) The Client shall not be entitled to decompile the PAS Software into the source code or transfer it into other forms or into other programming languages, edit or rework the PAS Software as well as reproduce it above and beyond the scope stated in § 8 of these GTC PAS. The Client shall not remove any alphanumeric identifiers on the data carrier; if the Client is entitled to make copies, the alphanumeric identifiers shall be copied verbatim.

(2) The Client may analyse the PAS Software supplied and modify it only to the extent that is absolutely essential for establishing interoperability with an independently created computer program, satisfying the following conditions:

- all analytical or processing actions shall be carried out only by the Client, its employees or a third party expressly authorised by the Client; and
- the information required for establishing interoperability is not accessible without decompilation to the Client or to a third party appointed by it, nor has it been made available to the Client even though the Client has requested Pilz to supply it, and it has set Pilz an appropriate extension for its supply; and
- the analytical and processing actions of the Client shall be limited to those parts of the PAS Software that are necessary for establishing interoperability.

(3) The Client may not use the information obtained through the actions pursuant to § 10 (2) above for purposes other than for establishing the interoperability of the independently created program, and above all not for the development, creation or marketing of a program with essentially similar features, nor for other actions that breach copyright. It may in particular not disclose such information to third parties except to the extent that the disclosure of the information is necessary for establishing the interoperability of the independently created program.

ment that the disclosure of the information is necessary for establishing the interoperability of the independently created program.

(4) To the extent that the Client is unable to or does not wish to perform the aforementioned exceptional activities itself or have them performed by its own employees, before commissioning third parties it shall give Pilz the opportunity to carry out the desired work to establish interoperability within an appropriate period of time and for an appropriate fee.

### § 13 Restrictions

(1) Except as expressly set out in these GTC PAS or as expressly permitted by law, the Client undertakes:

- not to rent, lease, sub-licence, loan, translate, merge, adapt, vary, or modify the PAS Software or the documentation of the PAS Software; and
- not to make alterations to, or modifications of, the whole or any part of the PAS Software nor permit the PAS Software or any part of it to be combined with, or become incorporated into, any other programs; and
- not to disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the PAS Software nor attempt to do any such things; and
- not to provide, or otherwise make available, the PAS Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listing, object code and source code) to any person other than the Client's employees; and
- not to copy or to reproduce the PAS Software or documentation except where such copying or reproducing is expressly permitted; and
- not to use the PAS Software via any communications network or by means of remote access; and
- to keep all copies of the PAS Software and any licence or activation keys for PAS Software highly secure and to maintain accurate and up-to-date record of the number and locations of all copies of the PAS Software; and
- to supervise and control the use of the PAS Software and ensure that the Client's employees and representatives use the PAS Software always in accordance with these GTC PAS.

### § 14

#### No warranty for test phase

The Client acknowledges and agrees that there are no warranty claims whatsoever for PAS Software which is used in the Test Phase.

### § 15

#### Inspection of PAS Software

(1) The Client shall inspect the PAS Software within 10 working days from the date of delivery. Notice of defects of title or of material defects identifiable through inspections or shortage of PAS Software modules, parts or licences shall be given by the Client in writing to Pilz without delay, but no later than 5 working days after the end of the inspection period above.

(2) Notice of defect by the Client must contain a detailed description of the defect with the specifics of the individual case.

(3) If notice of defects is not given within the inspection period pursuant to § 13 (1) above any and all warranty claims against Pilz shall be excluded.

### § 16 Warranty

(1) The Client must notify any defects of the PAS Software to Pilz in writing and no later than 12 months from the delivery of the PAS Software by Pilz ("Warranty Period"). For the avoidance of doubt, § 13 of these GTC PAS remains unaffected. After the Warranty Period, there are no warranty obligations of Pilz for the PAS Software whatsoever.

(2) Sections 13, 14, and 15 of the Singapore Sale of Goods Act (CHAPTER 393) are hereby explicitly excluded. With the exception of Section 12 of the Singapore Sale of Goods Act (CHAPTER 393) and Section 6 (1) of the Singapore Hire-Purchase Act (CHAPTER 125), any and all implied warranties are expressly excluded.

(3) If the Client demands remedial action within the Warranty Period, Pilz shall rectify the defects at no additional charge, provided that the Client proves that the defect was already present upon the passage of risk.

(4) The Client shall have no warranty claims whatsoever for any minor differences compared to the agreed properties, for minor impairment of usability, for normal wear and tear or for damage occurring after the passage of risk due to incorrect or negligent handling, excessive loading, unsuitable operating materials or exceptional external factors.

(5) Changes or repair works carried out by the Client or by third parties which are not expressly authorized by Pilz will immediately void any and all of Pilz' warranty obligations.

(6) If there is no actual defect despite Client's notice of defect, Pilz shall be entitled to demand from the Client reimbursement of any and all expenses incurred by Pilz relating to the notice of defects.

(7) Pilz shall not be liable for any installation work carried out by the Client itself. The burden of proof that the installation is free from defects shall lie with the Client.

(8) Service descriptions provided by Pilz as well as public statements, catalogues, promotions, advertisements, and the like, do not constitute any representation, warranty, promise, guarantee or other legal declaration on or in connection with the PAS Software.

(9) Should the Client receive faulty installation instructions and if the fault in the installation instructions will lead to improper installation, Pilz' sole obligation shall be to supply fault-free installation instructions.

(10) The Client shall be obliged to document both the defect and any resulting damage in writing,

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notwithstanding the aforementioned provisions, in accordance with generally accepted technical standards.

(11) The remedy set forth in this § 14 shall be the sole, exclusive remedy with respect to the PAS Software supplied by Pilz. No person is authorized to make any other warranty or representation concerning the PAS Software or extend, or enlarge the limited warranty contained herein.

(12) With the warranty provisions of this § 14 Pilz does not, and does not attempt to, exclude or restrict any liability:

- for death or personal injury resulting from negligence;
- for fraud or fraudulent misrepresentation;
- for any matter which it would be illegal or unlawful for the Seller to exclude or restrict or attempt to exclude or restrict its liability or which is otherwise not permitted to be excluded or restricted under the applicable law.

(13) The Client shall have no warranty claims:

- if the defect or fault in the PAS Software results from the Client having amended the PAS Software; or
- if the defect or fault in the PAS Software results from the Client having used the PAS Software in contravention of these GTC PAS or the contract; or
- if the Client has used the PAS Software in any application or in connection with any product, system, or machine for which it was not designed or otherwise than in accordance with the information set out in the PAS Software documentation.

(14) The Client acknowledges, that the PAS Software may not be free of errors or bugs and agrees, that the existence of any minor errors or bugs shall not constitute any breach of contract.

(15) § 15 (3), (4), (5) and (6) of these GTC PAS shall apply *mutatis mutandis* to this § 14.

(16) This § 14 shall survive termination or expiration of any contract.

### § 17 Liability

(1) Subject to § 15 (2) below, Pilz shall not be responsible or liable to the Client in any way for any direct or indirect damage or loss, loss of profit, loss of use, loss of production, loss of contracts or for any other financial or economic loss whether suffered as a direct consequence and in the ordinary course of events, or indirectly otherwise or for any other indirect or consequential damage whatsoever.

(2) Pilz does not, and does not attempt to, exclude or restrict any liability:

- for death or personal injury resulting from negligence;
- for fraud or fraudulent misrepresentation;
- for any matter which it would be illegal or unlawful for the Seller to exclude or restrict or attempt to exclude or restrict its liability or which is otherwise not permitted to be excluded or restricted under the applicable law.

(3) In any event, Pilz' total liability to the Client, if any, shall in no circumstances exceed the

amount actually paid by the Client to Pilz in respect of Pilz' supply of PAS Software under the then-current individual order.

(4) Pilz and the Client acknowledge and agree that the limitation of liability provisions set out in this § 15 are fair and reasonable given the nature and price payable for the PAS Software.

(5) The liability of Pilz is generally excluded where components other than those manufactured or specified by Pilz have been used by the Client or at the Client's request.

(6) Pilz shall further not be liable for any installation work carried out by the Client. The burden of proof that an installation is free from defects shall lie with the Client.

(7) This § 15 shall survive termination or expiration of any contract.

### § 18 Remuneration

The PAS Software shall be charged by Pilz on the basis of the fixed price stated in the quotation or order confirmation, or based on time and materials, plus statutory Goods and Services Tax (GST) at the applicable rate, unless a different form of billing and payment has been agreed. Other expenses, in particular preparatory, travel, subsistence and accommodation costs, shall be charged additionally. Where a quotation or order confirmation contains price estimates for PAS Software based on time or materials, these estimates shall be non-binding.

### § 19 Termination

(1) Pilz may terminate the contract any and all rights to use the PAS Software immediately by written notice to the Client, in particular and without limitation:

- if the Client commits a material or persistent breach of contract which the Client fails to remedy (if remediable) within 14 days after the service to the Client of written notice requiring the Client to do so; or
- if the continuation of contract or licence would place Pilz in breach of any statutory or regulatory provision which is binding upon Pilz and is applicable to the PAS Software or the documentation.

(2) Upon termination for any reason:

- all rights to the PAS Software granted to the Client shall cease; and
- the Client must cease the use of any and all other activities related to the PAS Software; and
- the Client must immediately delete or remove the PAS Software from all computer equipment in the Client's possession and immediately destroy or return to Pilz (at Pilz' option) all copies of the PAS Software then in the Client's possession, custody or control and, in the case of destruction, certify to the Pilz that the Client has done so.

### § 20 Confidentiality

(1) The Client shall protect confidential information, i.e. all data and information of which the Client receives knowledge in connection with the contractual relationship with Pilz, such as illustrations, drawings, drafts, models, samples, calculations, cost estimates and other documents or articles ("Confidential Information"). The Client undertakes to use Confidential Information only for the purposes of the contract concluded with Pilz and not to circulate it among or otherwise disclose it to third parties without the prior express written consent of Pilz.

(2) The Client is obliged to protect Confidential Information against access by third parties. The Client shall exercise the same care in this respect that the Client would take in handling its own confidential information. The Client is obliged to secure from its employees the same obligations to protect Confidential Information. The Client shall notify Pilz without delay in writing if the Client acquires any knowledge of an impending or existing breach of the confidentiality agreement or has suspicions to that effect.

(3) The obligation to protect Confidential Information shall cease to apply if the Client can prove that:

(4) - the Client has legitimately received this Confidential Information from third parties without imposition of a confidentiality obligation and without having any evidence that the third parties are in breach of confidentiality obligations imposed on these third parties; or

- the Confidential Information is generally known or has become generally known without breaching this confidentiality obligation; or
- this Confidential Information was or is developed by the Client independently of its disclosure by Pilz.

(5) Pilz reserves all rights to the Confidential Information (including copyrights, the right to register industrial property rights and patents, utility models, topography rights, designs, brands) and rights of ownership to the items made available and containing the Confidential Information (papers, disks etc.). In no case shall rights of ownership, licence, reproduction, use or other rights be granted to the Client for Confidential Information of Pilz, regardless of whether such information is covered by protective rights or not. In the case of items or documents on which Pilz has protective rights or which are protected as commercial or company secrets, the Client shall only be permitted to use the item in accordance with Pilz' express conditions, unless specific usage methods are permitted to a third party.

(5) At the request of Pilz, the Client shall without delay return any and all Confidential Information received from Pilz. The Client shall have no right of retention to any Confidential Information. Where Confidential Information is stored in electronic form, the Client shall permanently delete all of the Confidential Information and any copies thereof and provide a certificate of destruction or deletion as appropriate upon Pilz' request.

(6) The Client shall be liable for any loss or damage resulting from the Client's failure to comply with this § 19.

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(7) The above confidentiality obligations shall continue to apply for a period of 3 years after the end of the respective contract.

Valid from 1 April 2016

### **§ 21 Final provisions**

(1) No variation of the contract between Pilz and the Client, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Pilz. A waiver of any right of any party under the contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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(2) Nothing in the contract between Pilz and the Client is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

(3) The contract and all matters arising out of or relating to the contract between Pilz and the Client shall be governed by the laws of the Republic of Singapore, without regard to the conflicts of law's provisions thereof.

(4) The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore for the purpose of hearing and determining any dispute arising out of or in connection with the contract or its formation or validity and for the purpose of enforcement of any judgment against their respective assets.

(5) A person (including companies and any other legal entities) who is not a party to the contract between Pilz and the Client, with the exception of Pilz group companies, shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of the terms of the contract.

(6) If any term or provision of the contract between Pilz and the Client is or becomes invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability does not affect any other term or provision of the contract or invalidate or render unenforceable the term or provision in any other jurisdiction and if any provision of the contract is determined to be unlawful, all such provisions shall be deemed severed from the contract, but the rest of the contract shall remain in full force and effect, and in substitution for any provision held unlawful, there shall be substituted a provision of similar import reflecting the parties' original intent to the extent permissible under law.