

General Trading Terms for the PAS 4000 License Module

1. GENERAL PROVISIONS

- 1.1. The PAS4000 license model allows the customer to purchase various functions of the Program Product (PAS units) online.
- 1.2. Detailed information on the products, including PAS4000 functions and terms of purchasing Program Product functions (PAS units), can be found at <http://www.pilz.pl>
- 1.3. In addition to the General Trading Terms for the PAS4000 License Model, the General Trading Terms for Sales of Program Products (GTTTP) of PILZ Polska sp. z o.o. (hereinafter "PILZ PL") apply.

2. PAS4000 - TEST PHASE

- 2.1. During the test phase, the customer is entitled to test the functions of the Program Product (PAS units) in order to ascertain whether they meet the customer's requirements. The customer is not obliged to pay license fees during the test phase.
- 2.2. Using PAS4000, the customer determines the number of PAS units necessary to achieve the program functions required by the customer in the production phase.
- 2.3. PILZ PL is not liable for the customer's use of PAS4000 or the Program Product functions (PAS units) during the test phase, even when the program functions are active.
- 2.4. During the test phase, the Program Product functions used by the customer will contain "warnings" that a license has not been granted for a particular Program Product function and that the function has not yet been purchased by the customer.
The warnings will be removed once the customer purchases a license (or license certificate) for the Program Product (see section 4 below).

3. PURCHASE OF PAS UNITS

- 3.1. The customer will be entitled to use the PAS4000 product and PAS units once it has obtained a license. Obtaining a license requires the payment of license fees.
- 3.2. The customer is entitled to use PAS4000 to purchase PAS units with specific package sizes.
- 3.3. When the customer submits an order, PILZ PL will provide to the customer:
 - i) an order confirmation; and
 - ii) a VAT invoice, and
 - iii) a Program Product certificate.
- 3.4. The customer is entitled to use PAS units in the scope named in the license certificate upon paying the full amount stated on the VAT invoice to the PILZ PL bank account.

4. PURCHASE OF LICENSES AND USE OF PAS UNITS

- 4.1. Subject to section 3.4 above, a license agreement for a Program Product (PAS unit) is concluded when the customer submits an order for a program function; the order is submitted when the customer launches the PAS unit for a particular program function.
- 4.2. Once order submission is complete, the customer initiates the generation of a license certificate. The license certificate, in the form of a PDF file, confirms the scope of rights to use Program Product functions; the license certificate lists the number of PAS units required for the ordered program function and the number of units already possessed by the customer.

5. WARRANTY / LIABILITY

- 5.1. The PILZ PL warranty and scope of liability have been

specified in the General Trading Terms for Sales of Program Products (GTTTP) of PILZ Polska Sp. z o.o.

- 5.2. In order for PILZ PL warranty and liability to arise, the customer must purchase a license certificate pursuant to the above provisions and pay all required license fees.
- 5.3. The license certificate is required for the customer to advance any warranty and compensation claims.

6. NO CREDIT NOTES / NO REIMBURSEMENT FOR UNUSED UNITS

PILZ PL does not issue credit notes or does not reimburse the costs of PAS units for which payment is due or has already been received. The preceding sentence also applies to PAS unit packages which were purchased but not fully used, except as individually agreed between the parties.

7. INCREASE OF USE LEVEL

- 7.1. The level of use of Program Product functions may be increased, provided that the customer pays an additional fee for extra PAS units.
- 7.2. If the customer wishes to have previously purchased Program Product function (PAS units) extended, the customer should pay the difference between the original price and the price of extended PAS units.

8. SHARING PURCHASED PAS UNITS WITH THIRD PARTIES

- 8.1. The customer is entitled to share purchased PAS units with third parties.
- 8.2. Sharing PAS units with third parties requires the third party to purchase a Program Product whose program function was used, according to the PAS4000 license model.
- 8.3. The third party will be entitled to duplicate the purchased product function according to the PAS4000 license model only to the extent to which the original product purchased to use a program function and its copy are identical.

9. NO MODIFICATION OF PROGRAM PRODUCT FUNCTIONS ALLOWED

The customer is not entitled to introduce any modifications to the Program Product purchased via the PAS4000 license model without the consent of PILZ PL, which should be granted in writing on pain of invalidity.

10. ADDITIONAL FEES REQUIRED BY LEGAL PROVISIONS

If as a result of sale of Program Product functions body authorised under legal provisions imposes on PILZ PL a customs charge, tax or other fee not included in the license fees, the customer consents to pay such extra fee or will be obliged to produce the required documents in order to apply for a potential exemption.

11. PROTECTION OF DATA / OBLIGATION TO PROVIDE INFORMATION

All customer details will be processed and stored by PILZ PL solely for the purpose of providing security-related information. This also applies to details of customers that use the Program Product in the test phase to allow such customers to receive information about the security-related functions they purchased in that phase as well.