GENERAL SERVICE TERMS AND CONDITIONS

1. General

Services that Chip ICT provides are intended for Chip ICT solutions, Chip ICT products and products manufactured by bluechip AG.

Products produced by other manufacturers shall not be covered by the Chip ICT service agreement. Service cases must be resolved with the relevant manufacturer.

The Chip ICT support hotline is available in Dutch, English, and German as standard (depending on the sales region).

Services may be provided by Chip ICT bv or a service partner authorized by Chip ICT. These are referred hereinafter as "Chip ICT".

2. Scope and validity

Chip ICT services will be provided for the effective period defined for the product. This service period commences with the delivery of the newly purchased Chip ICT system. This period can be extended to a maximum of 5 years on request.

Systems that are defective or do not operate correctly when they are initially started up or within 30 days (DOA - dead on arrival) are not covered by the Chip ICT hardware service.

Times during which services will be provided are as agreed in the service that is purchased. Otherwise regular Chip ICT business hours apply on weekdays (Monday to Friday between 8:00 and 18:00 CET).

Chip ICT systems can be identified by a unique serial number that is affixed to all systems and is usually located at the back of the system. This serial number is required by Chip ICT support desk in the event of a system failure.

Services are effective only in the country for which the agreement was made. Any changes to the system's location must be reported to the Chip ICT support team. In general, islands as well as remote and difficult to reach regions in the mountains are excluded from the service agreements.

The customer agrees to notify Chip ICT immediately of a change in location. In this case, Chip ICT reserves the right to include a preliminary period of 14 days before providing services. If notification is not given in advance, services may be delayed and under certain circumstances SLAs may not be fulfilled.

The concluded hardware service covers built-in components of the relevant system. The systems peripherals e.g. keyboard and mouse are covered by a replacement service. When a failure of one of these components is reported, a replacement is generally sent on the next business day.

The following services are not included in the standard agreement but can be provided separately on request:

General and operational questions about the software installed.

Configuration and diagnostics of the operating system or applications installed in the factory in connection with applications and hardware components installed by the customer as well as a reconfiguration of customer systems.

Configuration, installation and validation of hardware, operating systems, software, applications or drivers/fixes not provided by Chip ICT.

Support or replacement of peripherals (monitor, printer, scanner etc.), accessories or wear materials (batteries, BBUs, rechargeable battery packs, etc.) or any retrofitted components are not included.

Wear and tear of components.

Eliminating problems caused by force majeure, external influences, a virus attack, wrong operation or improper use, increased wear resulting from significantly exceeding normal specifications for use of the device, tampering, failure to observe the Operating Instructions or other circumstances for which Chip ICT is not responsible (e.g. use of operating material and accessories that do not meet the specifications of Chip ICT or interface problems).

Eliminating faults caused by unauthorized persons tampering with the device.

Repair of warranty objects that were changed by the customer without prior written approval of Chip ICT or that were changed or maintained by engineers or persons not authorized by Chip ICT.

Repair visits that are not related to hardware errors (for example operating, manipulation, configuration or software errors).

If devices not covered by this contract are attached to systems, Chip ICT is only obliged to localize errors within the framework of the system under service when the service level agreement was signed. If faults do not originate from the units included in this service agreement, the customer must reimburse Chip ICT for the expense involved at the standard hourly rates.

Installation and implementation of hardware.

General replacement and implementation measures that are beyond the extent of eliminating faults.

Preventive maintenance.

Delivery of materials for cosmetic repairs or for repairs that are beyond the normal extent of eliminating faults.

Working on electrical supply systems or remote telecommunications systems.

Installation and maintenance of software that go beyond restoring the system to its original state.

Program and data backup as well as restoring customer data after repair work.

3. Procedure in case of faults / reporting faults

Before posting a hardware ticket to the Chip ICT supportdesk, you should first try to find a solution using the Chip ICT diagnostics tools included with delivery, or by consulting the manuals delivered with the system.

If a problem cannot be solved using the means described above, the following information will be required when calling the Chip ICT support :

> The serial number of the system, delivery slip or invoice number for identification

> The location address, E-Mail and phone number of the contact person for the system.

> The operating system, its version number and service pack status.

> A complete and if possible concise description of the error, the activity performed immediately before the error occurred and all the steps that have already been taken to eliminate the error.

The Chip ICT employees have been trained to provide the fastest possible solution to the problem for each call. To ensure this, the engineer will ask the customer for support in troubleshooting the problem, thereby facilitating diagnostics. By applying a diagnostic process, the engineer can determine which system component is causing the relevant fault, which makes it possible in turn to apply other processes.

The customer agrees to cooperate with the engineers on the phone and on-site and to follow their instructions.

Listen to the service employee attentively, have the information needed for diagnostics or troubleshooting available, and follow the service employee's suggestions.

You will receive a ticket number (call ID) in the event of a problem.

Any further processing will be documented under this number

5. Content of agreement, requirements and execution of contract

General requirements for the provision of services by Chip ICT are as follows:

> Ensuring device-specific ambient conditions and providing a power supply that meets the requirements of the installation guidelines for the system on which services will be provided.

- ✓ Holding a valid license for the operating system.
- ✓ Current version of the operating system and firmware.

Complete, secure, immediate and easy access to the products must be provided for the service engineer.

The customer is responsible for backing up personal data before the beginning of service work to ensure that it cannot be accidentally accessed by Chip ICT. The customer accepts as a significant contractual obligation to back up data and programs at intervals adequate for the application, but in any case at least daily in machine

readable format, thereby ensuring that the data and programs can be restored with moderate effort. The customer has unlimited responsibility for the security, storage and reinstallation of customer data. Chip ICT accepts no liability for loss of software or data.

Chip ICT reserves the right within acceptable limits to have replacement parts of the device exchanged by the customer, especially when no special knowledge or training is required (hot-swappable components such as power supplies, etc.).

To observe Accident Prevention Requirements, the customer or a person designated by the customer is required to be present during the service work at the installation location. The customer shall inform Chip ICT if service will be performed in areas where X-ray, radioactive or other ionizing radiation might be anticipated. The customer assumes responsibility for radiation protection as stipulated in the Radiation Protection Regulation, X-Ray Regulation and other statutory requirements for service work in the areas noted above.

Unless otherwise agreed, the place of fulfillment where services are provided is the application location of the hardware specified by the customer when registering.

As part of the provision of these services, it may be necessary under certain circumstances for Chip ICT to access hardware or software that was not produced by Chip ICT. The warranties issued by some manufacturers become void if Chip ICT or another party other than the manufacturer works on the hardware or software. The customer must ensure that the services provided by Chip ICT do not affect such warranties or that the effects are acceptable for the customer. Chip ICT assumes no responsibility for third-party provider warranties or the possible effects of Chip ICT services on these warranties.

The customer shall keep the auxiliary materials provided for service purposes at the time of purchase such as diagnostic software, data storage media, cables, test devices, maintenance plans, manuals and software documentation complete and available at all times and make them available to Chip ICT if they could be useful for the agreed upon services.

For products for which Chip ICT has published an installation manual, the customer shall independently perform the product- specific "maintenance tasks of the customer" listed in the manual.

System upgrades or modifications that are made after the service has been acquired are not included in the range of services.

Replacement parts may be repaired parts. Replacement will be made according to specifications, not according to brand or model in a comparable or higher-quality component.

Defective services will be remedied by repair or replacement at the discretion of Chip ICT.

If it proves impossible to eliminate the error, a workaround solution will be developed together.

6. Compensation / terms of payment

Chip ICT services are paid for in a one-time payment made at the time of purchase.

Additional services requested by the customer and not included in the service agreement will be billed according to the service provided. All invoices are due and payable without discount immediately upon receipt. Value added tax must be added to the prices stated here where applicable.

In case of increased service overhead, which may result for example from customer-specific safety requirements, unusual locations, lack of preconditions and causes of faults or in the event of faults that impede service work and which occur in systems and system components not under service with Chip ICT, Chip ICT is entitled to bill for resulting additional expenses. In addition, this may result in limitations on contractual service in some cases (for example arrival times).

7. Spare part handling

Customers must ensure that return items are safely packaged for transportation and are ready for collection. Depending on the service agreement concluded, the customer may be responsible for organizing the RMA shipment. In this case, the Chip ICT support desk can provide customers with the correct shipment address. Return shipment forms are available on request at the support desk of Chip ICT. Before sending defective goods, customers must contact the Chip ICT Customer Service Centre to be issued an RMA number. Otherwise, problems may be encountered when processing the RMA.

8. Warranty

When defective hardware is replaced, ownership is transferred to Chip ICT. If the customer does not transfer the defective device to the on-site engineer or if a collection of the defective replacement part is not registered within ten days at the Chip ICT customer service centre, the customer agrees to pay Chip ICT for the replacement device upon receipt of invoice. The device shall be packed safe for shipping by the customer and made available for collection.

If the first attempt at an improvement fails, the customer may set a reasonable deadline in writing for the defect to be eliminated. If the second attempt at improvement fails, the customer may either reduce the agreed compensation by a reasonable amount or, in case of significant defects, demand termination of the service contract.

Chip ICT shall Endeavour within the limits of financially reasonable measures to provide telephone support corresponding to the service level.

The warranty is voided if hardware and/or software are used improperly or modified without the written consent of Chip ICT or if their original technical identification is altered or removed.

After the end of the contract, Chip ICT is not required to eliminate defects that are reported after the service contract expires.

Warranty work will be performed at the discretion of Chip ICT either at the customer's site or in a repair centre to be designated by Chip ICT.

The customer is not permitted to transfer claims under the warranty to a third party.

Technical data, specifications, software product descriptions, service specifications, service manuals or quality descriptions published by Chip ICT do not contain any assurances of properties unless they have been explicitly stated as such individually in writing by Chip ICT.

9. Liability

Organizational fault and guarantees: Chip ICT shall also be liable for damages attributable to the organizational fault of Chip ICT and for damages caused by absence of a characteristic that was guaranteed.

Violation of significant contractual obligations: In the event of violation of significant contractual obligations, if none of the cases named above apply, the extent of liability for Chip ICT shall be limited to typically contractual foreseeable damages.

Exclusion of liability: Any other liability for reparation of damages, in particular liability without fault, is excluded.

Product Liability Law: Liability according to the Product Liability Law remains unaffected.

Statute of limitation: Damage claims of the customer expire after a period of one year after the defect is discovered.

Data backup: The customer is responsible for regular backup of data. In the event of data loss for which Chip ICT or its employees are at fault, we will accordingly be liable exclusively for the cost of duplicating data from the backup copies created by the customer and for restoring data which would have been lost if data had been backed up regularly and correctly.

10. Miscellaneous

This agreement is subject to the law of the country in which the Chip ICT bv sells it, with exclusion of the Vienna UN Convention on the International Sale of Goods. In addition, the General Terms and Conditions of Business of Chip ICT and its contract partners shall apply if services are provide which go beyond the scope of this Service. The place of jurisdiction for all litigation arising from this contractual relationship shall be the place of jurisdiction where the Chip ICT sales office is located. If individual conditions of this contract are unenforceable, that shall not affect the validity of the remainder of the contract. A clause which comes as close as possible to the unenforceable clause in sense and purpose shall then apply.