General Terms and Conditions for the Supply of Software Products (AVB Software SICK)
(as at July 2024)

1. Subject Matter and Scope

1.1 These General Terms and Conditions for the Supply of Software Products ("**AVB Software SICK**") govern the temporary or permanent provision of software installed locally or installed and operated within the customer's sphere of responsibility (on-premise) (hereinafter referred to as "**Software**") to the customer by (i) SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch, Germany, or (ii) an Affiliate of SICK AG (both (i) and (ii) individually or collectively "**SICK**"); an "**Affiliate**" being an individual or entity if controlling, controlled by or under common control of another individual or entity, with control for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities or voting interests, by contract or otherwise.

1.2 Individual agreements, quotations, product descriptions of SICK and/or the General Terms of Delivery ("**ALB SICK**") of the SICK company supplying or providing the Software shall also apply.

1.3 These AVB Software SICK shall also apply to subsequent bug-fixes, patches, updates, upgrades, etc. (hereinafter collectively referred to as "Updates") of the Software provided to the customer, unless otherwise agreed at the time of provision of the Update, as well as to permissible reproductions of the Software.

1.4 In the event of discrepancies, the aforementioned documents shall apply in the following order of precedence:
(1) individual agreements
(2) SICK's quotations
(3) product description of SICK
(4) these AVB Software SICK
(5) ALB SICK.

1.5 Software and services provided by SICK via the Internet ("**Software as a Service**" or "**SaaS**") shall be governed by separate terms – the General Terms and Conditions for Software as a Service ("**AVB SaaS SICK**"). If the Software is provided in combination with hardware, these AVB Software SICK shall not apply to the hardware. In regard to the hardware, solely the ALB SICK shall apply. Additional services (e.g., consultancy services, training) provided in combination with the Software are subject to separate contractual agreements. In case of doubt, such services shall be governed by the SICK General Terms and Conditions for the Provision of Services ("**AVB Service SICK**") of the respective SICK company.

1.6 All General Terms and Conditions of SICK are available on the website of the respective SICK company or at www.sick.com upon selecting the respective country.

1.7 Unless expressly stipulated in the product description, the granting of licenses for the further development of the Software (development licenses) shall be governed by a separate individual contract.

1.8 Deviating, contradictory or supplementary General Terms and Conditions of the customer shall not be part of the contract, regardless of any knowledge of SICK, unless their application is expressly agreed upon in writing.

2. Rights Of Use and OSS License Terms

2.1. The Software is protected by copyright. SICK grants to the customer the non-exclusive, non-sublicensable right to use the Software which is specified in the contract and/or in the product description in the agreed version, as intended for customer's business purposes. Such right of use may be limited to the term of the respective contract. The right to use the respective previous version of the software ends with the installation of Updates. In case of network licenses, the customer shall during the term of the contract be entitled to make the Software available in its internal network within the contractually agreed scope of use to the extent this is necessary for the client-server operation.

2.2. The description of the license type specified by contract and/or in the product description and the other provisions of this agreement define the scope of the right of use that SICK grants to the customer. The customer does not purchase any property rights to the Software. All rights to the Software and all relevant rights to patents, copyrights, trade secrets or other industrial property rights to the Software remain vested in SICK or in the third parties from which SICK has acquired the Software licensing right. SICK reserves all rights to the Software that have not been explicitly granted under this agreement.

2.3. The customer is not entitled to process, modify, reverse engineer, decompile, disassemble the program code of the Software, extract parts thereof or to determine the source code in any other way, nor to create derivative software products unless this is permitted by law or by section 2.9 of these AVB Software SICK. If the Software has interfaces with IT products of third parties, section 69 e of the German Copyright Act (UrhG) shall apply. In such case, prior to any decompilation, the customer shall request from SICK and/or the respective software manufacturer the information necessary for establishing interoperability.

2.4. The Software is supplied in machine-readable form (object code) only. The source code will only be provided to the customer on the basis of a separate agreement or if and insofar as this is required in the applicable terms of use of open-source software.

2.5. The customer may not remove from the data carriers any copyright notes, serial numbers and other program identification features as well as alphanumeric and other markings.

2.6. The customer may only reproduce the Software to the extent the respective reproduction is required for the contractually agreed or the designated use of the Software. Required reproductions within the

meaning of the above sentence 1 include, in particular, the installation of the Software from the original data carrier on the mass storage of the used hardware as well as the upload of the Software into the working memory.

2.7. Notwithstanding section 2.6, reproduction is not restricted in the following cases:
- for Software provided free of charge together with the product sold by SICK
- for Software which can be downloaded for free from the internet if and insofar as the Software is necessary to operate or configure SICK hardware.

2.8. The Software may include technology of third parties, such as open-source software supplied with the Software or may require the use of such technology. The customer is granted a license for such third-party technology which is subject to separate license terms set forth in the respective documentation, readme files, information files or other similar documents or files ("**OSS License Terms**") that shall prevail over these AVB Software SICK. In case that the customer's rights to use the Software or parts thereof are subject to OSS license terms, such customer rights shall in no way be restricted by these AVB Software SICK. If applicable OSS license terms require the source code to be provided, SICK shall provide it upon written request, as the case may be against payment of delivery and administration cost. SICK shall inform the customer about the use and the terms of use of the open-source software and provide the terms of use if so required therein.

2.9. Software of other providers, which is not open-source software, (third-party software) is, in addition to these AVB Software SICK, subject to the license terms of such third-party software, as documented or provided by SICK. In case of discrepancies, the respective stricter regulations shall apply, with the following exception: To the extent the provider of third-party software explicitly permits or demands the activities prohibited pursuant to section 2.3 hereof, the terms of use of the third-party software shall prevail over these AVB Software SICK.

2.10. SICK reserves the right to use a security mechanism in the Software that monitors the use of the Software and checks if the customer complies with the license terms. This security mechanism can save data relating to the Software use and the number of copies made of the Software. SICK reserves the right to use license administration software, an authorization key for the license to control access to the Software, and/or device security measures for the hardware. The customer must not take any action to evade or block these measures.

2.11. SICK reserves the right to modify the Software provided free of charge, to make new Software available free of charge or for a fee and to discontinue the provision of free Software, under consideration of the legitimate interests of the customer. Paid Software may be adapted at any time – including within the current contractual term – to changed legal or technical conditions, API compatibility or with regard to advancement of the Software or to technological progress; the agreed basic functionalities will be maintained. Section 9.3 shall apply.

3. License Types

3.1. SICK on-premise Software is available under different license models. The license type applicable to the respective Software is specified in the contract and/or in the product description. If no license type is specified, a device license is granted.

3.2. In particular, the following license types are offered for the individual Software or Software product groups:
- "Device" license means that the Software is licensed for a particular device and may be connected to this device via a hardware-ID. The Software may solely be used on this hardware.
- "Named User" license means that the access to the Software is limited to the persons at the customer's company who have been named by the customer and for whom licenses have been validly purchased in accordance with this agreement.
- "Single" license means that the customer is entitled to use the Software at one workstation.
- "Floating" license means that access to the Software at any time is limited to a maximum number of authorized users, for whom valid licenses have been purchased in accordance with this agreement.
- "Server" license means that the use of the Software is limited to an individual local server specified by the customer.
- "Company" license means that the customer is entitled to use the Software on several devices or simultaneously at several workstations within its company. To the extent such Company license does not explicitly specify the number of devices and/or workstations, such use is permitted without limitation in number. This does not include the use on devices and workstations of Affiliates of the customer. The purchase of separate licenses or a Group license is required for Affiliates.
- "Group" license means that the customer and its Affiliates are entitled to use the Software on several devices or simultaneously at several workstations. To the extent the Group license does not explicitly specify the number of devices and/or workstations, the use within the customer's group is permitted without limitation in number. The customer is also entitled to use the Software within a network or on other multiple-station computing systems.

4. Transfer of Software

4.1. SICK grants to the customer the right to transfer the Software, as a whole and upon complete discontinuation of any use of the Software, to a third party. The temporary or partial transfer of use to third parties is prohibited, regardless of whether the Software is transferred in physical or nonphysical form.

4.2. The Software may only be transferred according to section 4.1, if (i) the customer ensures that all original copies of the Software are transferred to the third party and any copies created by the customer have been deleted and (ii) the third party agrees in writing to these AVB Software SICK, in particular with the license terms and transfer terms specified herein. Any costs and expenses SICK may incur due to the license transfer shall be borne by the customer.

5. Freeware, Demo-, Test- or Trial-Versions

5.1. If SICK provides a version of the Software to the customer for evaluation or test purposes (e.g., demo-, test- or trial-versions), the customer's right to use such version is limited to (i) internal evaluation or test purposes in the customer's company and, where applicable, (ii) the time period specified by SICK. Any productive use is strictly prohibited. The right of use terminates automatically upon expiry of the time period specified by SICK.

5.2. The Software according to section 5.1 as well as Software provided free of charge ("Freeware") can be subject to functional restrictions; any use is at the customer's own risk. Section 4 above shall not apply.

5.3. SICK disclaims liability in the sense of a warranty for specific properties when providing a Software version according to section 5.1 or Freeware; section 12 shall not apply.

6. Programming Examples

Software which is provided free of charge by SICK and is expressly designated as programming examples shall, in deviation from the provisions of section 2.4 hereof, be provided in source code; it may, in deviation from section 2.3 hereof, be freely modified by the customer - where applicable within the specifications made in the contract and/or the product description. Programming examples are provided "as is"; these are examples without any warranted features. Sections 11 and 12 shall not apply.

7. Responsibility for Log-in Data/Passwords

7.1. Any log-in data and/or passwords for the use of the Software must be kept confidential by the customer and must not in any case be made available to any unauthorized third parties.

7.2. If there is any concern that unauthorized third parties have gained or may gain access to the customer's log-in data and/or passwords, the customer shall notify SICK immediately via email to support@sick.com.

8. Remuneration, Payment Terms

8.1. The remuneration shall be according to the contractually agreed prices. The price to be paid for the use of the Software may consist of one-time payments (e.g. purchase license, installation fee), recurring payments (e.g. monthly license fee), usage-based payments (e.g., pay-per-use) and/or individual additional fees. Details are specified in the contract and/or in the product description.

8.2. The remuneration for recurring services shall be invoiced in advance for the agreed performance period.

8.3. The remuneration is due and payable within 14 days from the invoice date.

8.4. In case of Software provided temporarily, SICK shall be entitled to adjust the remuneration with effect from the end of a term, on the condition that the adjustment is notified to the customer in text form (incl. email) at least six weeks before the adjustment becomes effective. In such case, the customer has an extraordinary termination right to the end of the current term. SICK shall expressly point out such termination right in the notification. If the customer does not exercise the termination right within four weeks of receipt of the notification, the adjustment shall be deemed to be approved.

8.5. SICK reserves all rights to the Software until all due claims of SICK against the customer are settled.

8.6. The customer is only entitled to offset counterclaims insofar as such counterclaims are undisputed or legally established.

9. Duty of Cooperation

9.1. The customer has familiarized itself with the main functional features and system requirements of the Software and assumes the risk as to whether the Software meets its wishes and needs; in case of doubt, the customer shall seek the advice of the employees of SICK and/or of qualified third parties prior to the conclusion of the contract. This shall apply in particular if the Software has been created or configured according to the customer's specifications or in cases where SICK offers the customer the possibility to configure the Software itself. SICK shall not be obliged to check the customer's specifications for suitability, conclusiveness or the like.

9.2. The customer is solely responsible for establishing an operational hard- and software environment for the Software of sufficient dimensions, also taking into account the additional load caused by the Software. This shall also apply with regard to the implementation of security patches for the operating system, the use of antivirus software, and the activation of firewalls.

9.3. The customer shall immediately install any Updates of the Software provided by SICK. The customer shall indemnify SICK against any damages, expenses and claims (including third party claims) due to non-compliance with this obligation. Unless expressly agreed otherwise, Updates shall be made available at www.sick.com; further details may be set out in the contract, the product description and/or the release notes. A separate notification to the customer is not owed.

9.4. Prior to using the Software, the customer shall test it thoroughly for freedom from defects and for usability within the existing hard- and software configuration. This shall also apply to Software provided under warranty obligations.

9.5. Regarding all deliveries and performances of SICK under this agreement, the customer shall assume an obligation of inspection and notification of defects according to section 377 of the German Commercial Code (HGB).

9.6. To the extent SICK's obligations exceed the provision of the Software as such, the customer shall assist SICK free of charge to the extent necessary, e.g. by providing employees, workspace, hard- and software, data, and telecommunication systems.

9.7. The customer shall take appropriate precautions in the event that the Software in whole or in part does not work properly (e.g. by creating daily backups, by troubleshooting, by regular review of the data processing results). To the extent the customer has not explicitly indicated otherwise in advance, SICK may assume that all customer data that SICK may come into contact with has been backed up. This shall equally apply to any settings and parameters, especially in connection with the installation of Updates.

9.8. SICK is entitled to verify compliance with the license terms in the form of a self-audit (the customer filling out a questionnaire). The customer is obliged to participate in such audits and to provide truthful information. Furthermore, SICK reserves the right to audit compliance with these terms on the customer's premises by an independent expert who is professionally bound to secrecy towards SICK. Such expert may disclose information to SICK only to the extent license violations have been committed and a disclosure such is necessary to pursue such violations. The audit shall be announced in writing with at least two weeks' notice. During the visit and audit, the customer shall ensure that no personal data of third parties is transferred or otherwise disclosed to the expert. Furthermore, if necessary for the audit, the customer is obliged to provide the expert with information and to grant inspection.

9.9. The customer shall bear any consequences and additional cost arising out of any breach of these duties of cooperation.

10. Contract Term, License Term

10.1. Unless expressly agreed otherwise, the granting of the license is subject to the payment of the license fee. The license agreement is concluded for the term contractually agreed upon or specified in the product description. Unless agreed otherwise, the initial term for Software provided temporarily shall be 12 months; after that, the term is automatically renewed by subsequent 12-months periods, unless either contract party terminates the contract with three months' notice to the end of a term. However, unless specified otherwise, the rights of use for Software that is part of SICK hardware or which is essential for the use of SICK hardware are perpetual.

10.2. SICK may terminate the contract without observing a notice period if the customer (a) is in delay with the payment of the remuneration or (b) infringes these AVB Software SICK in any other way, unless the infringement is not attributable to the customer or unless the infringement and its consequences are only insignificant. In these cases, the customer is not entitled to a reimbursement of the remuneration paid for the use. SICK's right to claim damages shall remain unaffected.

10.3. The right of termination for cause remains unaffected.

10.4. Every termination must be made in writing.

10.5. In the event of a termination by SICK in accordance with section 10.2, the customer's right to use the Software provided shall expire. The customer shall return to SICK all original data carriers, backup copies and other Software copies on separate data carriers, as well as the provided program documentation, and shall delete any copies of the Software and of the documentation installed on the customer's system. The customer shall confirm to SICK in writing that the return or deletion have been complete and shall provide evidence in suitable form upon request.

11. Software Maintenance and -Support

11.1. The access to software maintenance and –support, to the extent offered for the respective Software by SICK, is regulated in the contract and/or the product description.

11.2. Signing a separate Service Level Agreement ("**SLA**") may be a prerequisite for obtaining access to software maintenance and -support.

12. Claims for Defects

12.1. In case of Software provided on a permanent basis, SICK warrants, for a period of one year as of the date on which the Software was provided to customer (e.g. via download) ("**warranty period**"), that the Software complies with the characteristics contractually agreed and/or specified in the product description. Technical data as well as specifications and performance data contained in public statements, in particular in marketing material, are not contractually owed properties.

12.2. If the Software is defective, the customer may request SICK to remedy the defect within reasonable time. Only deviations from the product description and/or from explicitly agreed characteristics that are proven and can be reproduced by the customer shall be deemed defects of the Software. A defect does not exist if it does not occur in the latest version of the Software provided and if it is reasonable for the customer to use such latest version.

12.3. In case the defect affects the functionality and usability of the Software only insignificantly or not at all, SICK is entitled to remedy the defect by providing an Update of the Software in the course of its general version planning, to the extent this is achievable for SICK using reasonable efforts.

12.4. As part of the remedy, SICK may, at its choice, provide remote maintenance by phone, email or via remote access. The customer shall grant to SICK access to its systems and the Software installed on them to the extent required to remedy the defects. This includes the possibility to access the Software via remote maintenance (e.g. via VPN). The customer is obliged to create the technical conditions necessary for remote access in accordance with the requirements of SICK.

12.5. SICK may refuse the remedy until the customer has paid to SICK the agreed remuneration minus the part that equals the economic value of the notified defect. SICK is also entitled to refuse warranty if the customer does not report the defects in writing immediately after detection with a verifiable description of the error symptoms, providing to the extent possible written records, screenshots or other documents illustrating the defects and / or does not provide remote access to SICK pursuant to subsection 12.4 above.

12.6. The warranty period for defects starts with the provision of the first copy of the Software. This shall not apply to warranty claims for defects occurring for the first time in subsequent deliveries of copies or in Updates. If SICK provides Updates to the customer within the scope of remediation pursuant to Sections 12.3 et seq. or further development pursuant to Section 2.11, the customer shall have the rights to remediation pursuant to this Section 12 with respect to those Software parts that led to a change or addition to the Software already in use. To the extent the Update provided is identical in whole or in part to the Software already in use, the previously existing rights and the existing limitation period shall continue to apply to the Software parts already in use.

12.7. If a claimed defect cannot be verified or cannot be attributed to SICK's warranty obligations after an according inspection ('non-defect'), SICK may charge the customer for the verification and remedy of the defect at the then applicable rates, as well as for any incurred expenses, unless the customer could not have identified the non-defect despite exercising due care.

12.8. If and to the extent that open-source software is provided to the customer, SICK does not assume any warranty in this respect, neither for freedom from defects, marketability, suitability for a specific purpose or freedom from defects of title. For details of the exclusion of warranty and liability, reference is made to the respective OSS License Terms, which can be found in the documentation, the "readme" files and/or reference files for the open-source software, which are made available to customer.

12.9. In the case of Software provided temporarily, the liability without fault for initial defects pursuant to section 536a (1) of the German Civil Code (BGB) shall be excluded.

13. Liability
13.1. SICK shall be liable for damages – regardless of the legal cause – solely:
   a) in the event of intent;
   b) in the event of gross negligence;
   c) in the event of injury to life, body or health;
   d) in the event that a defect was concealed in a fraudulent manner;
   e) in case of an explicit guarantee;
   f) pursuant to the German Product Liability Act (ProdHaftG); or
   g) in the event of a breach of an essential contractual duty.

13.2. In the event of negligent breach of an essential contractual duty pursuant to section 13.1 g), the liability for damages shall be limited to foreseeable losses typical for the contract. This also applies to loss of profits and any other financial loss. An essential contractual duty is a duty the fulfillment of which is required for the due execution of the contract, and on the observance of which a contract party principally relies, and may rely, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.

13.3. The liability of SICK for all damages arising out of or in connection with the contract, caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any indemnification obligation, shall, regardless of the legal cause, except under the circumstances set out in section 13.1 a) to f) above, be limited (i) in case of one-time remuneration, to this remuneration, or (ii) in case of recurring remuneration, to the remuneration due for the respective contractual year; in any event, however, (iii) to a maximum of EUR 100,000. A contractual year in the aforementioned sense is the initial twelve-month period as of the date of provision as defined in the contract and every subsequent twelve-month period.

13.4. Except as provided in section 13.1 a) – f), SICK is not liable for the loss of customer data if the damage is based on the customer's omission to create back-ups in accordance with section 9.7 and to thus ensure that lost customer data can be recovered with reasonable effort.

13.5. If Software is provided free of charge, SICK does not accept any liability, with the exception of the provisions in section 13.1 a) – f), for damage resulting from the use thereof.

13.6. The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, vicarious agents, associates, affiliated companies within the meaning of sections 15 et seq German Stock Corporation Code (AktG), suppliers and licensors of SICK.

13.7. The limitation period for claims for damages against SICK is one year insofar as permitted by law, unless the damage was caused intentionally. Claims for damages pursuant to the German Product Liability Act (ProdHaftG) are subject to the statutory limitation periods.

14. Confidentiality
14.1. The customer shall hold all confidential information disclosed to it within the framework of a contract in strict confidence and shall use such confidential information only with the prior written approval of SICK, regardless of the purpose. Confidential information includes information expressly marked as confidential by SICK and information the confidential nature of which is apparent from the circumstances of the disclosure.

14.2. The obligations in section 14.1 do not apply to information or parts thereof for which the customer proves that they (a) were known or generally available to the customer prior to the date of receipt hereunder without confidentiality obligation or were lawfully disclosed to the customer by a third party after the date of receipt hereunder without confidentiality obligations (b) were known or generally available to the public prior to the date of receipt hereunder or (c) became known or generally available to the public after the date of receipt hereunder through no fault of the customer.

14.3. The obligations set out in section 14.1 shall survive the termination of the contract for an indefinite period, namely for as long as an exception as defined in section 14.2 is not proven.

15. Data Processing, Privacy
15.1. SICK reserves the right to collect and process, within the legally permitted scope, anonymized data and information based on the provided Software. With the use of the Software, the customer grants to SICK the non-exclusive right to collect anonymized data and process them in particular for the following purposes:
   - Provision and improvement of products and services of SICK.
   - Compliance with legal requirements.
   - Web analysis and improvement of the online presence.
   - Use of restricted websites and for authentication.
   - Use of digital services, e.g., platform offerings, newsletter subscription / termination of subscription, or use of applications.
   - Prevention of misuse of the online offerings of SICK.

15.2. The right to collect data expires concurrently with the expiration of the software license granted by SICK. However, SICK shall remain entitled to store copies of the data already saved and to use them for the above purposes.

15.3. SICK and the customer shall comply with the respective applicable data protection law.

15.4. If SICK processes personal data as the controller of data, the details of the processing are specified in the privacy information for the respective product. The customer undertakes to provide this privacy information to the persons concerned.

15.5. If SICK is commissioned by the customer to process personal data, the contract parties shall sign an agreement on commissioned processing in accordance with section 28 of the EU General Data Protection Regulation (GDPR). The customer shall inform SICK in text form (email or in writing) without delay of this requirement.

16. Export Compliance
16.1. The customer undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the relevant business transaction when using, distributing or in any other way making available goods, software, technology incl. services provided by SICK ("SICK Items").

16.2. a) The customer shall not sell, export or re-export, directly or indirectly, any SICK Items to the Russian Federation or Belarus or for use in the Russian Federation or Belarus. To the extent SICK (i) sells, licenses or otherwise transfers to customer any intellectual property rights or trade secrets, or (ii) grants customer access rights or rights of further use to any material or information protected by intellectual property rights or as trade secrets, the customer shall not use such rights, trade secrets or other information in connection with any items that are intended, directly or indirectly, for sale, export or re-export to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.
b) The customer shall contractually prohibit any sublicensees of such intellectual property rights or trade secrets according to section 16.2 a) from using them in connection with any items intended directly or indirectly for sale, export or re-export to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.
c) The customer undertakes to take appropriate measures, in particular with regard to any resellers or sublicensees, to ensure that no re-export of SICK Items to the Russian Federation or Belarus or for use in the Russian Federation or Belarus and no use of the intellectual property rights, trade secrets, rights of access or rights of further use or other information referred to in section 16.2 a) take place in connection with any items intended directly or indirectly for sale, export

or re-export to the Russian Federation or Belarus or for use in the Russian Federation or Belarus.

16.3. The customer confirms not to be directly or indirectly controlled or owned by, or under common control with, a party identified on any sanctions list. The customer will notify SICK about any changes in that regard without delay.

16.4. The customer shall provide all information reasonably requested by SICK for export compliance purposes including, but not limited to, information about the end user, final destination and intended end use. No business transaction shall be binding on SICK until all export licenses and other approvals required for the relevant business transaction have been obtained. SICK shall not be liable for delays or non-performance caused by the competent authorities or the customer even if SICK has confirmed a purchase order or delivery schedule.

16.5. The customer shall fully indemnify and hold harmless SICK from and against any claims of authorities or other third parties due to the customer's non-compliance with any provision of this section 'Export Compliance'. The customer further undertakes to reimburse SICK for any losses and expenses incurred in this context.

16.6. The customer undertakes not to use, distribute or in any other way make available any SICK Items (i) for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction and/or of missiles capable of delivering such weapons and/or (ii) for use in weapons and/or weapons systems.

16.7. If the customer breaches any of the provisions of this section 'Export Compliance', SICK is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part, even if the contract has already been executed in part, and to end the business relationship with the customer. All claims against the customer shall remain unaffected.

17. Taxes

17.1. Remuneration is inclusive of any withholding tax, if any, but exclusive of the statutory VAT, if any, which will be charged additionally.

17.2. If the customer is obliged under applicable tax laws to withhold and pay (withholding) tax instead of or on behalf of SICK on the remuneration payable to SICK, the customer shall deduct the relevant amounts from the payments to be made to SICK. If the customer fails to withhold and pay such (withholding) tax, the customer shall bear all additional costs arising for SICK in this regard.

17.3. The customer shall assist SICK in reducing or reclaiming such (withholding) tax as far as possible in accordance with legal regulations. The customer will therefore inform SICK in due time before deducting any amounts from the remuneration about such withholding requirements. The customer shall further provide SICK with a tax certificate and all other documents requested by SICK to achieve a reduction or refund of the (withholding) tax. If SICK cannot reduce or reclaim the (withholding) tax due to the customer failing to inform SICK about the withholding requirements or failing to provide the necessary documents in time, the customer shall reimburse such (withholding) tax to SICK.

18. Final Provisions

18.1. For ongoing contracts, SICK may offer the customer to change these AVB Software SICK or individual provisions in text form (email or in writing) (change of contract). Such offer to change the contract is deemed to be accepted if the customer does not object against such change of contract in text form within four weeks of receiving the respective offer. SICK undertakes to expressly inform the customer of the consequences of an omitted objection at the start of the aforementioned period.

18.2. Should any of the provisions of these AVB Software SICK be or become invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case, the invalid, void or unenforceable provision must be interpreted or substituted in such a way as to achieve the intended economic objective. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either contract party.

18.3. These AVB Software SICK and all obligations arising out of them are governed by the law of the Federal Republic of Germany without regard to conflict of laws principles; the application of private international law and the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

18.4. If the customer is an entrepreneur as defined in section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, all disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be the seat of the contract partner of the customer. The language of arbitration shall be German or English.

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