

GENERAL TERMS AND CONDITIONS

for Products, Software, Professional and Digital Services | Version 22 | Effective Date: 15 October 2026

1 – SCOPE, CONTRACT FORMATION AND CONTRACTUAL FRAMEWORK

1.1 Scope

These General Terms and Conditions (the "Terms") govern all sales of Products, licensing of Software, provision of Digital Services, Professional Services and all related commercial transactions by JURA JSP Entwicklung und Vertrieb von Wertpapierdrucksystemen GmbH ("JURA"), unless otherwise expressly agreed in writing.

These Terms form an integral part of every Agreement between JURA and the Buyer and shall apply except to the extent expressly modified by the contractual documents forming part of the applicable Agreement.

1.2 Contract Formation

Unless otherwise expressly agreed in writing, an Agreement shall become legally binding upon the earliest of:

- execution by both Parties of a written Agreement or execution of an Amendment, where applicable;
- JURA's issuance of an Order Confirmation accepting the Buyer's Purchase Order;
- commencement of performance by JURA;
- any other written acceptance by JURA.

1.3 Contractual Documentation, Interpretation and Order of Precedence

The Agreement shall consist of the contractual documents applicable to the transaction. All Agreements shall include

- these Terms;
- the Software License Agreement, where applicable; and
- all Appendices, Schedules, Technical Specifications, Statements of Work, License Certificates and other documents expressly incorporated into, or forming part of, the foregoing documents.

Depending on the contractual structure selected by the Parties, the Agreement may be documented using one of the following structures.

1.3.1 Order-Based Contract Structure

The Agreement may include:

- the Commercial Offer;
- the Buyer's Purchase Order;
- the corresponding Order Confirmation;

The Commercial Offer, the Buyer's Purchase Order and the corresponding Order Confirmation shall be read together as complementary contractual documents.

The Buyer's Purchase Order shall not amend, modify or prevail over the Commercial Offer except to the extent expressly accepted by JURA in the corresponding Order Confirmation.

Any standard, general or other terms contained in, attached to or referred to in the Buyer's Purchase Order or any other Buyer document are expressly rejected and shall not form part of the Agreement, even if JURA does not expressly object to them, unless JURA expressly accepts such terms in a written document signed by its duly authorized representative and specifically identifies the provisions accepted.

Where the Order Confirmation expressly modifies or supplements the Commercial Offer and/or the Buyer's Purchase Order, the Order Confirmation shall prevail solely with respect to the matters expressly modified.

1.3.2 Agreement-Based Contract Structure

The Agreement may include, as applicable:

- the Commercial Offer;
- the written Agreement, where applicable;
- one or more Amendment(s);

The Commercial Offer, the written Agreement, the Supplement(s) and any Amendment(s) shall be read together as complementary contractual documents.

A Supplement and a Amendment shall prevail only with respect to the matters expressly modified or supplemented therein.

Amendment

1.3.3 General Interpretation and Order of Precedence

All contractual documents forming part of the Agreement shall be interpreted consistently and as one integrated Agreement, so as to give effect to each document wherever reasonably possible.

If an inconsistency cannot reasonably be resolved through interpretation, the following order of precedence shall apply solely with respect to the conflicting provisions.

1. the applicable Amendment;
2. the written Agreement;
3. the applicable Order Confirmation (solely to the extent that it expressly modifies the Commercial Offer and/or the Buyer's Purchase Order);
4. the Commercial Offer;
5. these Terms.

Any Appendix, Schedule, Technical Specification, Statement of Work, License Certificate or other attachment shall specify or implement the applicable commercial, technical or licensing parameters only and shall not amend or override the contractual document of which it forms part or any higher-ranking document, unless the relevant amendment is expressly identified and signed by duly authorized representatives of both Parties.

Documentation other than the above may describe technical requirements, supported environments and operating instructions, but shall not amend or override any contractual document unless expressly incorporated into the Agreement as a contractual document in accordance with this Clause 1.3.

The Software License Agreement supplements these Terms solely with respect to Software license scope, permitted use, license duration, technical restrictions,

activation, technical-protection mechanisms and other expressly governed Software-specific matters. It shall not modify pricing, payment, taxes, delivery, Acceptance, warranty, remedies, liability, indemnity, termination, governing law or dispute resolution, which are governed by the applicable higher-ranking documents and these Terms. In the event of any inconsistency, the Software License Agreement shall prevail only to the extent necessary to govern such Software-specific matters; in all other respects, these Terms shall prevail.

Nothing in this Section shall be construed as incorporating into the Agreement any document that has not been expressly accepted or incorporated by JURA.

1.4 Amendments

No amendment, modification or waiver of the Agreement shall be effective unless made in writing and signed by duly authorized representatives of both Parties, except where these Terms expressly provide otherwise.

JURA may change these Terms unilaterally anytime effective as of the 30th day from the publication of the changed Terms. No such change may have a retroactive effect. Publication of the changed Terms by JURA shall take place on the prevailing website of JURA, which is hereby considered by Buyer proper notification. Buyer undertakes to regularly follow the website for the purpose of being informed on any possible change. JURA may, without undertaking any obligation to do so, also inform Buyer directly on any such change.

1.5 Severability

If any provision of the Agreement is held to be invalid, illegal or unenforceable, such provision shall, to the extent possible, be interpreted or modified so as to preserve its original commercial intent. If this is not possible, the affected provision shall be deemed severed, and the remaining provisions of the Agreement shall remain in full force and effect.

2. DEFINITIONS

Term	Definition
Acceptance	Formal or deemed acceptance of the Products, Software, Services or project deliverables in accordance with the applicable Agreement, including Clause 4.7.
Acceptance Certificate	A certificate or other written record, in the form required by the applicable Agreement, confirming completion of the applicable Acceptance procedure.
Appendix / Schedule	A document expressly incorporated into the Agreement that supplements or specifies the agreed commercial, technical or operational content, subject to Clause 1.3.3.
Affiliate	Any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where control means the direct or indirect ownership of more than fifty per cent (50%) of the voting rights or the power to direct the management of that entity.
Agreement	The contract concluded under Clause 1.2 and comprising the documents identified in Clauses 1.2 and 1.3.
Buyer	The legal entity purchasing Products, licensing Software or receiving Services from JURA.
Business Day	Any day other than a Saturday, Sunday or Austrian public holiday on which banks are open for business.
Amendment	A written agreement signed by authorized representatives of both Parties that expressly identifies and modifies or supplements an existing Agreement, Commercial Offer, Supplement or other agreed project document. Also referred to as Supplement.
Clicks	Project-specific units of authorized digital printing capacity or output measured, activated, deducted or otherwise administered through a Click-management mechanism supplied or approved by JURA, as specified in the applicable Agreement. Clicks are separate commercial consumption units and do not constitute Software licenses, Software use or Software license metrics.
Commercial Offer	A written commercial proposal issued by JURA identifying the proposed Products, Software or Services, pricing and incorporated contractual documents. Unless JURA expressly states otherwise in writing, a Commercial Offer is non-binding and cannot be accepted by the Buyer alone to form an Agreement without acceptance by JURA in accordance with Clause 1.2.
Confidential Information	Any non-public commercial, technical, financial, operational, security or business data and information disclosed or made available by one Party to the other, in any form, that is marked as confidential or that should reasonably be understood to be confidential from its nature or the circumstances of disclosure. In case of ambiguity data and information shall be considered confidential.

Term	Definition
Digital Services	Cloud services, SaaS, APIs, remote monitoring, AI-enabled functionality and other digital services supplied by JURA.
Documentation	User manuals, technical documentation, specifications and release notes supplied by JURA.
Dongle	A hardware security device, hardware security module (HSM), cryptographic token or other physical or electronic licensing device supplied or designated by JURA for the authentication, activation, licensing, protection or operation of the Software or Products.

Term	Definition
End Customer	Any customer, operator, owner or other third party for whose benefit the Buyer purchases Products, licenses Software or receives Services.
End-of-Life	The status designated by JURA for a Product, Software version or Service after which manufacture, supply, updates, maintenance or support may be discontinued in accordance with JURA's applicable product lifecycle policy.
Intellectual Rights	Property All patents, utility models, rights in inventions, copyright and related rights, database rights, design rights, trademarks, trade names, domain names, trade secrets, rights in know-how and all other intellectual or industrial property rights, whether registered or unregistered, including applications and renewals.
License Certificate	A document issued or expressly approved by JURA specifying the technical parameters of a Software license. A License Certificate is subject to Clause 1.3.3 and does not amend the commercial or general legal terms of the Agreement.
Order	A written request for the supply of Products, Software or Services, normally issued in response to a Commercial Offer and containing the information required by Clause 3.2.. Also referred to as Purchase Order.
Order Confirmation	JURA's written confirmation accepting the Buyer's Purchase Order.
Party / Parties	JURA or the Buyer individually, and JURA and the Buyer collectively, as the context requires.
Products	Hardware, equipment, spare parts, consumables and other tangible goods supplied by JURA.
Professional Services	Consulting, implementation, installation, integration, configuration, commissioning, testing, project management, maintenance, support, training and any other professional or technical services expressly agreed to be provided by JURA under the Agreement.
SaaS	Software as a Service hosted or made available by JURA or its service providers for remote access over a network, including cloud-based applications, platforms or hosted services, without requiring installation on the Buyer's own infrastructure.
Services	Digital Services and Professional Services, collectively or individually as the context requires.
Site	The location, premises or facilities designated by the Buyer where the Products, Software or Services are delivered, installed, commissioned, integrated, operated, tested or otherwise performed.
Software	Software, firmware, cloud software and embedded software supplied or licensed by JURA.
Software Agreement	License JURA's software-specific license terms incorporated into the Agreement where the scope of supply includes Software.
Source Code	The human-readable form of Software, including related source materials, architecture, algorithms, development documentation and build instructions.
Statement of Work	A written project or Services description expressly incorporated into the Agreement and specifying the applicable scope, responsibilities, deliverables, milestones or Acceptance criteria.
Technical Specification	A technical description expressly incorporated into the Agreement and identifying the agreed functionality, performance requirements or technical parameters.

2.1 Interpretation

Headings are for convenience only. Singular includes plural and vice versa. 'Including' means 'including without limitation'. References to law include amendments and successor legislation.

2.2 Relationship of the Parties

Nothing in the Agreement creates a partnership, joint venture, agency, employment or fiduciary relationship. Neither Party may bind the other unless expressly authorized in writing. No End Customer or other third party shall be a party to, or beneficiary of, the Agreement, and no direct contractual relationship, duty or liability shall arise between JURA and an End Customer merely because JURA communicates with, trains, supports or performs activities at the premises of that End Customer.

2.3 End Customers

Where the Buyer purchases Products, licenses Software or receives Services for an End Customer, the Buyer remains fully responsible for the acts and omissions of that End Customer and for ensuring its compliance with the Agreement. The Buyer shall ensure timely End Customer access, Site readiness, cooperation and all required approvals and shall not grant any End Customer broader rights than those granted under the Agreement. Any act or omission of an End Customer shall be deemed an act or omission of the Buyer for purposes of the Agreement.

3. COMMERCIAL TERMS

3.1 Quotations

Unless JURA expressly states in writing that a particular document is binding, all Commercial Offers, quotations, proposals, technical specifications, brochures, catalogues, price lists and other commercial information issued by JURA are non-binding and may be amended or withdrawn by JURA at any time before an Agreement is concluded in accordance with Clause 1.2.

Unless otherwise specified, quotations remain valid for thirty (30) calendar days from their date of issue.

3.2 Orders

Orders shall be submitted in writing in a form accepted by JURA and shall identify at least the applicable Commercial Offer, the requested Products, Software and Services, the quantity or scope, the requested delivery date, the delivery Site and, where applicable, the End Customer and project. The Buyer is responsible for the accuracy and completeness of its Orders.

No Order shall be binding unless and until accepted by JURA in accordance with Clause 1.2. JURA may accept or reject any Order, in whole or in part.

JURA's acceptance of an Order remains subject to product availability, manufacturing capacity, third-party supply and applicable legal or regulatory requirements.

3.3 Order Changes

Any amendment or cancellation requires the written agreement of both Parties. JURA's consent to any change requested by Buyer may be subject to adjusting pricing, delivery dates and implementation schedules where a requested change affects performance.

3.4 Prices

Unless otherwise agreed, prices exclude VAT, customs duties, transportation, insurance, installation, commissioning, training and on-site services.

3.5 Payment

JURA may require advance payment, an irrevocable documentary Letter of Credit, a bank guarantee, a parent company guarantee or other commercially reasonable payment security where justified by the value of the Order, the Buyer's creditworthiness, export control requirements or other commercial risks, evaluated at JURA's sole discretion. Any required security shall be issued by a reputable financial institution acceptable to JURA.

Unless otherwise agreed in the applicable Agreement, invoices shall be due within thirty (30) calendar days from the invoice date and shall be paid in full, without deduction, set-off or counterclaim, to the bank account specified in the relevant invoice. Payment is made on the day when the bank account of JURA has been credited with the full amount in the invoice. The Buyer shall bear all bank and transfer charges. Where JURA reasonably believes that the Buyer's financial position has materially deteriorated or that payment is at risk, JURA may require additional security or adequate assurance before continuing performance. If the Buyer fails to provide such assurance within a reasonable period, JURA may suspend performance or terminate the affected Agreement without liability.

3.6 Late Payment

JURA may charge default interest of EURIBOR + 8 per cent p.a., suspend performance, postpone deliveries, require advance payment or additional security and recover all reasonable costs resulting from the Buyer's late payment, as long as payment is at late.

3.7 Taxes

Each Party is responsible for taxes imposed upon it by applicable law. The Buyer shall bear import duties and taxes outside Austria unless otherwise agreed.

All amounts payable to JURA shall be paid without deduction or withholding unless required by law. If the Buyer is required by law to make a deduction or withholding, the Buyer shall pay such additional amount as is necessary to ensure that JURA receives the amount it would have received absent the deduction or withholding, except to the extent the relevant tax is imposed solely on JURA's net income. The Parties shall reasonably cooperate to obtain any available exemption or reduction under an applicable tax treaty or law, provided that JURA shall not be required to incur material cost or assume additional liability. The Buyer shall promptly provide official evidence of the deduction or withholding. If JURA is required by law to pay any tax, duty or governmental charge on behalf of the Buyer, the Buyer shall promptly reimburse JURA upon demand.

3.8 Retention of Title

Title to the Products shall remain with JURA until all amounts due under the Agreement have been paid in full. Until title passes, the Buyer shall keep the Products separately identifiable as JURA's property, properly stored, protected and insured, and free from any lien, charge or other encumbrance. The Buyer may not sell, pledge, transfer or otherwise dispose of the Products without JURA's prior written consent. Upon payment default or termination for the Buyer's breach, JURA may, to the extent permitted by law, require the immediate return of the Products and, upon reasonable prior notice, enter the Site at a reasonable time to recover them, subject to the Buyer's applicable security and access requirements and without prejudice to any other remedy. Buyer expressly acknowledges that recovery by JURA of the Products deserves special and immediate protection and thereby consents that any protective order by any competent court or authority be issued to that purpose.

3.9 Suspension of Performance

JURA may suspend performance in the event of material breach, including overdue payment, insolvency risk, export control or sanctions concerns, cybersecurity risks or where required by law.

3.10 Cancellation Penalty

If the Buyer cancels an accepted Order or written Agreement other than pursuant to an express contractual termination right, or if JURA terminates an Agreement due to the Buyer's breach, the Buyer shall pay the greater of: (a) a cancellation penalty equal to fifteen per cent (15%) of the net value of the cancelled or terminated Agreement; or (b) all reasonable costs, expenses, commitments and losses incurred or demonstrably resulting from the cancellation or termination.

Recoverable amounts may include the costs of materials, labour, engineering, subcontractors, reserved manufacturing capacity, logistics, storage, reasonable loss of margin and non-cancellable third-party commitments. To the extent permitted by applicable law, the Parties acknowledge that the fifteen per cent (15%) cancellation penalty is a reasonable pre-estimate and minimum general compensation for JURA's administrative, engineering, capacity-reservation and commercial losses. JURA shall credit amounts already received to the extent necessary to avoid double recovery and may invoice all amounts due immediately upon cancellation or termination.

3.11 Exclusivity

Unless expressly agreed in the applicable Agreement or Supplement, nothing in these Terms shall be construed as granting the Buyer any exclusive rights with respect to any Products, Software, Services, territory, customer or market.

3.12 Clicks

Where an Agreement provides for Clicks, the applicable Click type, quantity, price, activation, deduction, validity and other commercial or technical parameters shall be set out in the applicable Commercial Offer, Supplement or Amendment. Clicks are separate commercial consumption units for digital printing and neither grant nor expand any Software license or right to use Software.

4. DELIVERY

4.1 Delivery

Unless otherwise expressly agreed, delivery dates are estimates only. JURA shall use commercially reasonable efforts to meet agreed delivery dates but shall not be liable for delays caused by circumstances beyond its reasonable control. Time shall not be of the essence unless expressly agreed in writing.

Delivery shall be made to the location specified in the applicable Agreement or Order Confirmation. The Buyer shall ensure that the delivery location is suitable for unloading, storage, installation and commissioning, where applicable. Any additional costs resulting from unsuitable site conditions shall be borne by the Buyer.

Unless otherwise agreed, JURA shall package the Products in accordance with its standard export packaging practices appropriate for the agreed means of transport.

4.2 Site Readiness

Where delivery, installation, commissioning or on-site Services are required, the Buyer shall, at its own expense, ensure that the Site, infrastructure, utilities, permits, import documentation and all other local requirements are fully prepared before commencement of the Services and comply with JURA's reasonable technical and operational requirements.

The Buyer shall provide JURA with timely, safe and uninterrupted access to the Site, all required utilities and all reasonable cooperation necessary for the performance of the Services.

If the Buyer fails to fulfil its obligations under this Clause, JURA may postpone the Services, extend the implementation schedule and recover all reasonable additional costs resulting from such failure.

4.3 Partial Deliveries

JURA may make partial deliveries where commercially reasonable. Each partial delivery, milestone, implementation phase or separately agreed Service may be invoiced separately and constitutes an independent payment obligation. Delay affecting one delivery shall not entitle the Buyer to reject, suspend or set off payment for any other delivery.

4.4 Transfer of Risk

Risk of loss or damage shall pass to the Buyer in accordance with the Incoterms® 2020 rule and named place specified in the applicable Agreement. Where no Incoterms® rule has been agreed, risk shall pass onto Buyer upon delivery of the Products to the Buyer or first independent carrier, whichever is the sooner. Transfer of risk does not affect ownership of the Products.

4.5 Inspection

The Buyer shall inspect the external condition of the shipment promptly upon delivery and before accepting it from the carrier. Such inspection shall be limited to verification of the packaging, shipping labels, visible external damage, tamper-evident seals, impact indicators, tilt indicators and any other external transport damage that can be identified without opening the packaging.

The Buyer shall not open, unpack, dismantle, install, operate or otherwise interfere with the Products before the arrival of JURA's authorized personnel, unless JURA has expressly authorized such actions in writing. Any unpacking, internal inspection, installation or commissioning shall be carried out by, or under the direct supervision of, JURA's authorized personnel.

If the Buyer opens or unpacks the Products without JURA's prior written authorization or outside the presence of JURA's authorized personnel, JURA shall not be responsible for any alleged shortages, transport damage, improper handling or installation-related defects that cannot reasonably be verified after such unauthorized unpacking.

Visible external transport damage, damaged packaging or irregularities affecting the shipment shall be recorded on the carrier's delivery documentation and notified to JURA in writing within two (2) Business Days after delivery. Following authorized unpacking, the Buyer shall inspect the Products without undue delay and notify JURA in writing of any reasonably discoverable defect within five (5) Business Days. Hidden defects that could not reasonably have been detected during such inspection shall be notified without undue delay after discovery. To the maximum extent permitted by applicable law, failure to provide timely notice shall constitute approval of the Products with respect to any defect that should reasonably have been identified and notified, and shall bar the corresponding warranty or damages claim only to the extent that the delay materially prejudices JURA's ability to inspect, remedy or defend the claim.

Minor defects, shortages or deviations that do not materially affect the intended use, functionality or value of the Products shall not entitle the Buyer to reject the delivery or refuse Acceptance.

4.6 Buyer Delay and Storage

If delivery is delayed due to any act or omission of the Buyer, JURA may postpone delivery, store the Products at the Buyer's risk and expense, invoice the Products as though delivered and recover all reasonable costs arising from the delay. Delivery schedules shall be extended accordingly.

Where Products are stored at the request of, or due to circumstances attributable to the Buyer, the Buyer shall bear all reasonable storage, handling, insurance and related costs and shall store the Products in accordance with JURA's instructions without unpacking, modifying or operating them. Following transfer of risk, the Buyer shall be responsible for any loss of or damage to the Products.

4.7 Acceptance

Where an Acceptance procedure is expressly provided for in the applicable Agreement, Order Confirmation or Statement of Work, the Buyer shall not refuse Acceptance solely because of minor defects that do not materially affect the intended use of the Products, Software or Services. Any such minor defects shall be remedied in accordance with the warranty provisions of these Terms.

Where an Acceptance Certificate is required, the Buyer shall promptly sign it upon successful completion of the agreed Acceptance procedure.

Acceptance shall be deemed to have occurred if the Buyer places the Products, Software or Services into productive operation or fails to raise material objections within five (5) Business Days after completion of the agreed Acceptance procedure.

Acceptance shall also be deemed to have occurred if, after reasonable written notice from JURA that the applicable Products, Software or Services are ready for the agreed Acceptance procedure, the Buyer fails or refuses, for reasons not attributable to JURA, to participate in or complete that procedure, provide the required access or cooperation, or sign the Acceptance Certificate within five (5) Business Days.

4.8 Failure to Take Delivery

If the Buyer fails to take delivery after notice that the Products are ready, JURA may arrange storage at the Buyer's risk and expense, invoice the Products as delivered, suspend further performance or terminate the affected Agreement after reasonable notice, without prejudice to its right to recover losses and costs. Storage shall not release the Buyer from its payment obligations.

5. PRODUCTS AND SERVICES

5.1 Scope of Supply

JURA shall supply only the Products, Software and Professional Services expressly identified in the applicable Agreement. Any additional work requested by the Buyer shall require JURA's prior written approval and may be charged separately.

5.2 Buyer's Responsibilities

The Buyer shall provide all information, access, approvals, infrastructure, personnel and cooperation reasonably required for JURA to perform the Agreement and shall appoint a competent project manager authorized to coordinate the project and make operational decisions. Any delays or additional costs caused by the Buyer's acts or omissions shall be borne by the Buyer.

5.3 Installation and Commissioning

Where installation or commissioning forms part of the agreed scope of supply, JURA shall perform such activities using appropriately qualified personnel. Unless an Acceptance procedure has been agreed, installation and commissioning shall be deemed complete upon completion of the agreed installation activities, irrespective of whether the Buyer has commenced productive operation.

5.4 Professional Services

Professional Services shall be performed with reasonable skill, care and diligence in accordance with generally accepted professional standards. Completion dates are estimates unless expressly agreed otherwise.

5.5 Support and Maintenance

Support, maintenance, updates, upgrades and similar services shall be provided only to the extent expressly agreed. Unless otherwise agreed, JURA has no obligation to provide upgrades, enhancements or continued support beyond the agreed service period.

5.6 Training

Training shall be provided only if expressly agreed in the applicable Agreement or Order Confirmation. Unless otherwise agreed, JURA shall provide one (1) initial technical and application ("hands-on") training course for the Buyer's personnel relating to the installation, commissioning, operation and routine use of the Products, Software and Digital Services. The training shall be conducted in the English language. Any additional training requested by the Buyer shall be subject to JURA's availability and charged at JURA's then applicable rates. Unless otherwise agreed, the Buyer shall bear JURA's reasonable travel, accommodation and other out-of-pocket expenses for on-site training.

The Buyer shall ensure that appropriate personnel attend the training and shall not place the Products or Software into productive operation before completion of the agreed initial training. JURA shall not be liable for any defects, failures, damage or performance issues resulting from operation of the Products or Software prior to completion of such training.

Completion of any training shall not constitute Acceptance where an Acceptance procedure has been agreed, nor shall it constitute technical completion of the project.

5.7 Product Changes

JURA may make reasonable modifications to Products, Software or Services, including changes to components, materials, design, manufacturing methods or technical architecture, to address availability, obsolescence, security, regulatory, supply-chain or technical requirements, provided that such changes do not materially reduce the agreed core functionality or performance. Any remedy for an alleged material reduction shall be limited to the remedies expressly provided in the Agreement.

5.8 Product Availability

JURA may discontinue any Product, Software or Service. Where discontinuation occurs before delivery or first availability, JURA may provide an equivalent or improved replacement or, if none is reasonably available, refund the amounts paid for the affected Product, Software or Service, which shall constitute the Buyer's sole remedy. JURA shall have no obligation to continue manufacturing, supplying or supporting any Product, Software or Service that has reached End-of-Life.

5.9 Technical Documentation

Catalogues, brochures, drawings, illustrations, performance data and similar technical information are indicative only unless expressly incorporated into the Agreement.

5.10 Project Execution and Customer Cooperation

Where project implementation is required, its scope, responsibilities, milestones, technical specifications and Acceptance criteria shall be defined in the applicable

Agreement, Order Confirmation, Statement of Work or other document expressly incorporated into the Agreement.

The Buyer shall provide all information, approvals, personnel, facilities and other reasonable cooperation required for the timely execution of the project. JURA may revise the implementation schedule, suspend performance and recover its reasonable additional costs where delays or additional work result from the Buyer's acts or omissions. Project schedules are estimates unless expressly agreed otherwise, and JURA shall not be responsible for delays or failures caused by third parties, deficiencies in the Buyer's infrastructure or circumstances beyond its reasonable control.

Any material change to the agreed scope, specifications or implementation schedule after commencement of the project shall require a written Amendment signed by both Parties. Any resulting additional work shall be charged at JURA's then applicable rates. The project shall be deemed technically completed upon successful completion of the agreed installation, commissioning or other agreed project completion activities, notwithstanding minor defects that do not materially affect operational use.

6. TECHNOLOGY, SOFTWARE LICENSING AND AI

6.1 Software License

Subject to the Agreement, the applicable Software License Agreement and payment of all applicable fees, JURA grants the Buyer a limited, non-exclusive, non-transferable and non-sublicensable license to use the Software solely for the Buyer's internal business purposes and on the computer, system or Product permitted by the applicable license terms.

Where the Agreement expressly identifies an End Customer as a permitted user, the Buyer may permit that End Customer and its authorized personnel to use the Software solely for the End Customer's internal business purposes and strictly within the same license scope, license metrics and restrictions applicable to the Buyer. Such permitted use does not constitute an assignment or sublicense, does not create any contractual relationship, duty or liability between JURA and the End Customer, and does not make the End Customer a third-party beneficiary of the Agreement. The Buyer remains fully responsible for the End Customer in accordance with Clauses 2.2 and 2.3.

6.2 License Use

The Buyer shall use the Software solely in accordance with the Agreement, the Documentation and the applicable license metrics, user limits and technical restrictions. Where the Software or Products require the use of Dongles, license keys, activation codes or other software-licensing or technical-protection mechanisms, the Buyer shall use only those supplied or approved by JURA and shall not modify, bypass or interfere with them. The Buyer shall ensure that all authorized users and any identified End Customer permitted under Clause 6.1 comply with the Agreement, and any act or omission of such persons shall be deemed an act or omission of the Buyer. JURA may implement reasonable technical measures to verify compliance with the applicable license terms, provided that such measures do not unreasonably interfere with legitimate use of the Software.

For a Perpetual License, the annual technical replacement, renewal or reissuance of a License Certificate under the Software License Agreement does not by itself create any additional recurring or renewal license fee, unless an applicable Commercial Offer, Supplement, Amendment or other higher-ranking contractual document expressly provides otherwise.

6.3 License Restrictions

The Buyer shall not reverse engineer, decompile, modify, distribute, sublicense, rent, lease or otherwise exploit the Software except as permitted by mandatory law or expressly agreed by JURA.

The Buyer shall not access or attempt to access the Software source code, remove or circumvent any technical protection measures, or remove or alter any copyright, trademark or proprietary notices appearing on the Products, Software or Documentation.

Unless expressly authorized by JURA, the Buyer shall not commercially exploit or disclose any proprietary diagnostic data, technical information, security information, algorithms, models or other protected materials generated or exposed by the Software. For the avoidance of doubt, this restriction shall not prevent the Buyer from using production outputs for the business purposes expressly permitted under the Agreement.

6.4 Audit Rights

JURA may, upon reasonable prior written notice and during normal business hours, verify the Buyer's compliance with the applicable license terms, including the authorized use of the Software, Dongles, license keys and other software-licensing or technical-protection mechanisms. Such verification shall be conducted in a manner that minimizes disruption to the Buyer's normal business operations.

The Buyer shall reasonably cooperate with such verification and provide access to relevant records and information solely to the extent necessary to verify compliance with the applicable license terms.

Any information obtained during such verification shall be treated as the Buyer's Confidential Information and used solely for the purpose of verifying compliance with the Agreement.

If a verification identifies material under-licensing or unauthorized use, the Buyer shall promptly pay all resulting fees, together with applicable interest, and the Buyer shall also reimburse JURA's reasonable verification costs.

6.5 Cloud Services and Technical Components

SaaS and other cloud-based Digital Services shall be governed by the applicable Agreement or service schedule. Unless such document expressly states otherwise, the Buyer receives only a limited, non-exclusive, non-transferable right of remote access for the agreed term and scope, and no Perpetual License or right to install, copy or possess the underlying Software is granted. JURA may collect technical diagnostic and telemetry information necessary to operate, secure, maintain and improve the Software and Digital Services in accordance with applicable data protection laws.

Where applicable third-party or open-source license terms conflict with these Terms or the Software License Agreement, those terms shall prevail solely with respect to the relevant third-party or open-source component and only to the extent of the conflict. No

such terms shall grant the Buyer any rights in JURA's proprietary Software or Source Code.

6.6 Updates and Upgrades

JURA may provide patches, updates and security fixes. Major upgrades or new functionality are included only where expressly agreed.

6.7 AI-Enabled Functionality

Where Products or Software include AI-assisted features, such functionality is intended solely to support human decision-making and shall not replace professional judgement.

AI-generated outputs are probabilistic and may contain inaccuracies. The Buyer is responsible for independently reviewing and validating all AI-generated recommendations before relying on them.

6.8 End-of-Life

JURA may discontinue Software versions or Products upon reasonable notice in accordance with its applicable product lifecycle policies. Continued support after End-of-Life shall be provided only if expressly agreed in writing.

7. DATA PROTECTION, CYBERSECURITY AND CONFIDENTIALITY

7.1 Data Protection

Each Party shall comply with applicable data protection laws, including Regulation (EU) 2016/679 (GDPR) where applicable, and shall act as an independent controller unless expressly agreed otherwise. Where JURA processes personal data on behalf of the Buyer, such processing shall be governed by a separate data processing agreement complying with Article 28 GDPR and any applicable international data-transfer requirements. JURA shall have no obligation to commence such processing until the required data processing agreement has been executed. International transfers of personal data shall be made only where permitted by applicable law and subject to appropriate safeguards.

7.2 Cybersecurity

The Buyer shall maintain appropriate administrative, technical and physical safeguards to protect the Products, Software and Digital Services, including timely installation of security updates, secure credentials, adequate backups and reasonable business continuity procedures.

Each Party shall notify the other without undue delay of any material security incident that materially affects the other Party's data, systems or performance of the Agreement and shall reasonably cooperate to mitigate its effects. Any such notification or cooperation shall not constitute an admission of fault or liability.

Any suspected security vulnerability shall be reported responsibly to JURA and shall not be publicly disclosed before JURA has had a reasonable opportunity to investigate and remediate it.

7.3 Confidentiality

Each Party shall keep the other Party's Confidential Information strictly confidential and use it only for the purposes of performing the Agreement.

Without limiting the definition of Confidential Information, JURA's pricing, the existence and terms of the Agreement, and its non-public product and Software designs, drawings, specifications, Source Code, algorithms, models, security features, development plans and know-how shall be deemed JURA Confidential Information whether or not marked as confidential.

Confidential Information may be disclosed only to employees, professional advisers, Affiliates or subcontractors who have a need to know and are bound by confidentiality obligations no less protective than those set out in the Agreement. A Party required by law or binding order to disclose Confidential Information shall, to the extent legally permitted, give the other Party prompt prior notice and disclose only the minimum information legally required. The confidentiality obligations survive termination for five (5) years. Trade secrets and copyright protected information remain protected for as long as they qualify as trade secrets under applicable law.

Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes public other than through breach of the Agreement; (b) was lawfully known to it without restriction before disclosure; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed without use of the disclosing Party's Confidential Information.

Unauthorized disclosure of Confidential Information may cause irreparable harm. Each Party may seek injunctive or equitable relief in addition to any other available remedies.

8. INTELLECTUAL PROPERTY, COMPLIANCE AND WARRANTIES

8.1 Intellectual Property

All Intellectual Property Rights in the Products, Software, Documentation, Digital Services and related know-how remain exclusively vested in JURA or its licensors. Except for the limited license expressly granted under the Agreement, no ownership or other rights are transferred to the Buyer.

JURA grants the Buyer a limited, non-exclusive, non-transferable right to use the Documentation solely for the operation of the Products and Software supplied under the Agreement.

Any improvements, modifications, enhancements or derivative works developed by JURA shall remain the exclusive property of JURA. JURA may freely use any suggestions, comments or feedback provided by the Buyer without compensation unless otherwise agreed in writing.

The Buyer shall not use JURA's trade names, trademarks or other distinctive signs without JURA's prior written consent.

8.2 Third-Party IP Claims

The Buyer shall promptly notify JURA in writing of any third-party claim alleging that a Product or Software supplied by JURA infringes that third party's Intellectual Property Rights, shall not admit liability or settle the claim without JURA's prior written consent, shall grant JURA sole control of the defence, strategy and settlement of the claim, and shall provide JURA with reasonable cooperation. The Buyer may participate through separate counsel at its own expense. Subject to Clauses 9.1 to 9.3, JURA may, at its option, procure the right for the Buyer to continue using the affected item, modify or

replace it so that it becomes non-infringing without materially reducing the agreed functionality, or refund the net amount actually paid for the affected item upon its return. JURA shall have no obligation with respect to a claim arising from Buyer-provided specifications, materials or instructions; unauthorized modification; combination with items not supplied or approved by JURA; use outside the Agreement or Documentation; or continued use after JURA has offered a reasonable non-infringing alternative. This Clause states JURA's entire liability and the Buyer's exclusive remedies for third-party intellectual property claims.

8.3 Compliance

Each Party shall comply with all applicable laws, including export control, sanctions and anti-bribery laws. The Buyer shall not export, re-export, transfer or otherwise make available the Products, Software, Documentation or related technology in violation of applicable law. JURA may suspend performance where necessary to comply with such laws.

The Buyer shall promptly provide all information and documentation reasonably requested by JURA to enable JURA to comply with applicable export control, sanctions and customs laws. If the Buyer fails to provide such information, or if JURA reasonably believes that performance would violate applicable law, JURA may suspend performance until the required information has been provided or the legal restriction no longer applies, without liability.

8.4 Warranties

Product Warranty: JURA warrants that, when used in accordance with the Documentation, the Products will materially conform to the agreed specifications during the warranty period specified in the applicable Agreement or, if no period is specified, for twelve (12) months from the date of Acceptance or, where no Acceptance procedure applies, from delivery; provided that in no event shall the warranty period extend beyond fifteen (15) months from the date of delivery.

Software Warranty: During the warranty period specified in the applicable Agreement or, if no period is specified, for three hundred sixty-five (365) calendar days after the Software is first delivered or made available to the Buyer, JURA warrants that the Software will substantially perform in accordance with its Documentation when used in accordance with the Agreement. JURA does not warrant uninterrupted or error-free operation.

The Software Warranty applies to commercially released Software supplied for production use. To the maximum extent permitted by applicable law, Trial Software and Pre-release Software are supplied solely for evaluation and testing on an "as is" and "as available" basis and are not subject to the Software Warranty. Warranties, availability commitments and service levels for SaaS and other cloud-based Digital Services shall be only those expressly stated in the applicable Agreement or service schedule.

Service Warranty: Professional Services shall be performed with reasonable skill, care and diligence in accordance with generally accepted professional standards. Any claim for non-conforming Professional Services must be notified to JURA in reasonable detail within thirty (30) calendar days after completion of the affected Services.

8.5 Warranty Exclusions

The warranties do not apply, to the extent that the alleged defect or non-conformity results from or is materially aggravated by, misuse, unauthorized modifications, improper installation, failure to follow the Documentation, failure to install within a reasonable period any update or security fix made available by JURA, continued use of an unsupported or obsolete Software version or technical environment, normal wear and tear, third-party products, integration with non-approved systems or events beyond JURA's reasonable control.

The warranties shall also not apply where the Products have been relocated without JURA's prior written approval, where such relocation materially affects their operation or performance, or where compatibility with third-party equipment, software or systems has not been expressly agreed.

Warranty work shall not extend or renew the original warranty period unless expressly agreed in writing.

Except for the express warranties set out in the Agreement, all other warranties, representations, conditions and guarantees are excluded to the maximum extent permitted by applicable law.

8.6 Exclusive Remedies

Repair, replacement, re-performance or refund of the net amount actually paid for the affected Product, Software or Service, at JURA's option, shall constitute the Buyer's exclusive remedies for any valid warranty claim. Any refund may be conditioned on the return or cessation of use of the affected item.

The Buyer shall promptly notify JURA of any alleged defect and provide all information reasonably requested by JURA. Before undertaking any remedial action, the Buyer shall give JURA a reasonable opportunity to inspect and remedy the alleged defect.

8.7 Third-Party Products

Third-party products, software or components are subject solely to the warranties, if any, provided by the relevant manufacturer or licensor. To the extent legally and contractually permissible, JURA shall pass through any transferable warranties but provides no additional warranty of its own.

9. LIABILITY, FORCE MAJEURE, TERMINATION AND GENERAL PROVISIONS

9.1 Limitation of Liability

To the maximum extent permitted by applicable law, JURA shall be liable only for loss or damage caused by its wilful misconduct. JURA shall have no liability for any kind of negligence. If and only to the extent that an exclusion of liability for negligence is unenforceable under mandatory law, JURA shall be liable solely for the breach of a material contractual obligation, and only for direct loss that was reasonably foreseeable when the Agreement was concluded.

JURA's total aggregate liability arising out of or in connection with the relevant Agreement shall not exceed the lower of: (a) twenty per cent (20%) of the net amount actually paid or payable to JURA for the specific Product, Software or Service directly giving rise to the claim; or (b) twenty per cent (20%) of the total net Agreement value. This cap applies once in the aggregate for the entire term of the relevant Agreement and

shall not be renewed or increased by multiple claims, events, claimants, renewals, extensions, replacements, re-performance, termination or any other circumstance.

The exclusions and limitations in this Clause apply to all claims and remedies, whether arising in contract, warranty, tort (including negligence), pre-contractual liability, indemnity, restitution, statute or otherwise, and include any liability arising from JURA's employees, officers, Affiliates, subcontractors, suppliers and other persons engaged in performance. They also apply to any agreed penalties, liquidated damages, service credits, price reductions, reimbursement obligations and indemnities, all of which shall count towards and not be additional to the applicable aggregate cap. A single event or series of connected events shall constitute one claim.

9.2 Exclusion of Indirect Damages

To the maximum extent permitted by applicable law, JURA shall in no event be liable for any indirect, incidental, consequential, special, exemplary or punitive loss or damage, or for any loss of profit, revenue, production, output, use, contracts, customers, business, business opportunity, anticipated savings, financing, goodwill, reputation or data; loss or corruption of data; business interruption or downtime; cost of substitute products, software, services or facilities; recall, removal, reinstallation or de-installation costs; loss caused by production stoppage, defective output or wasted materials; or any contractual penalties, liquidated damages or liabilities owed by the Buyer to any third party, whether any such loss is direct or indirect and whether or not JURA was advised of its possibility.

9.3 Mandatory-Law Carve-Out

Nothing in the Agreement excludes or limits liability to the extent that such exclusion or limitation is prohibited by mandatory law, including mandatory liability for death or personal injury and liability under applicable mandatory product liability law. Any non-excludable liability shall be limited to the minimum extent required by such law. Nothing in this Agreement shall prejudice to the mandatory rights of any of the Parties under governing law.

9.4 Duty to Mitigate

The Buyer shall take all reasonable steps to prevent and mitigate any loss. JURA shall not be liable to the extent that loss could reasonably have been avoided or reduced by the Buyer's compliance with the Agreement or Documentation, timely backups, business continuity measures, use of available workarounds, prompt notice, cooperation or other reasonable mitigation measures.

9.5 Buyer Indemnity

The Buyer shall indemnify, defend and hold harmless JURA, its officers, employees, Affiliates, licensors, suppliers and subcontractors from and against all third-party claims and all resulting losses, damages, liabilities, penalties, costs and expenses (including reasonable legal fees) arising from or relating to the Buyer's breach of the Agreement; unlawful, unauthorized or unsafe use of the Products, Software or Services; modification, combination or integration not approved by JURA; production processes or outputs; unauthorized representations; negligence or wilful misconduct; infringement caused by Buyer-provided materials or instructions; or violation of applicable law. The exclusions and limitations applicable to JURA under Clauses 9.1 to 9.4 shall not limit the Buyer's payment obligations or its indemnity obligations under this Clause 9.5.

In addition, the Buyer shall reimburse JURA for its reasonable direct costs of investigation, containment, remediation and enforcement arising from a material breach of the Software-license, Intellectual Property Rights, confidentiality, export-control or cybersecurity provisions, whether or not a third-party claim results.

9.6 Limitation Period

Any claim against JURA arising out of or in connection with the Agreement shall be finally and irrevocably barred unless the Buyer: (a) gives JURA written notice describing the legal and factual basis of the claim in reasonable detail within thirty (30) days after becoming aware, or when it should reasonably have become aware, of the relevant circumstances; and (b) commences the agreed dispute resolution proceedings within twelve (12) months after such date. This Clause shall not shorten any period that cannot lawfully be shortened.

9.7 Force Majeure

Neither Party shall be liable for failure or delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, cyberattacks, labour disputes, epidemics, governmental actions, shortages of materials, energy or transport, or supply-chain disruptions. The affected Party shall promptly notify the other Party, use reasonable efforts to mitigate the effects and resume performance as soon as reasonably practicable. Force Majeure shall not excuse or delay any payment that became due before the event, payment for Products, Software or Services already delivered, licensed or performed, or the Buyer's obligation to provide agreed payment security or financing. If a Force Majeure event continues for more than ninety (90) consecutive days, either Party may terminate the Agreement, or, if scopes are divisible, affected scope thereof, without liability by written notice. The Buyer shall nevertheless pay for all completed work, delivered items, committed costs and non-cancellable third-party obligations attributable to the affected scope.

9.8 Suspension and Termination

Either Party may terminate the Agreement for material breach if such breach is not remedied within thirty (30) days after written notice. JURA may suspend performance immediately in the event of the Buyer's breach, including overdue payment, and may maintain such suspension until the breach has been fully remedied. To the extent permitted by applicable law, JURA may terminate the affected Agreement immediately by written notice if: (a) continued performance would violate applicable law or sanctions; (b) the Buyer becomes insolvent, enters liquidation or similar proceedings, or ceases or threatens to cease business or a change of control over the Buyer occurs in a way assessed by JURA detrimental to its business interests; (c) the Buyer commits a material breach of the license, intellectual property, confidentiality, export-control or cybersecurity provisions; or (d) the Buyer repeatedly commits breaches that, taken together, are material.

The Buyer shall not withhold, reduce, set off or suspend any payment due to JURA on account of any alleged claim, counterclaim or dispute, except where the relevant claim has been expressly acknowledged by JURA in writing or finally determined by a competent court or arbitral tribunal.

9.9 Effect of Termination

Termination shall not affect accrued rights. The Buyer shall immediately cease using the Software where required, return or destroy Confidential Information upon request, return any unpaid Products upon demand and pay all outstanding amounts, together with the price of completed work, committed costs and non-cancellable third-party obligations attributable to the terminated scope.

9.10 Survival

Clauses relating to payment, intellectual property, confidentiality, data protection, liability, dispute resolution and any provisions intended by their nature to survive shall remain in effect after termination.

9.11 Notices

All notices shall be in writing and delivered by courier, registered mail or electronic mail to the addresses specified in the Agreement unless updated in writing. A notice shall be deemed received upon delivery if delivered by courier, on the recorded delivery date if sent by registered mail, or on the next Business Day after transmission by electronic mail, provided that no delivery-failure notification is received.

9.12 Electronic Communications and Signatures

The Parties agree that electronic communications and electronically executed documents, including electronic signatures where legally recognized, shall have the same legal effect as manually signed originals unless mandatory law requires otherwise.

9.13 Assignment

The Buyer may not assign, transfer or otherwise dispose of the Agreement or any right under it without JURA's prior written consent. JURA may assign the Agreement to an Affiliate or successor in connection with a merger, reorganization or sale of its business and may assign or factor its payment claims. JURA may engage subcontractors in the performance of the Agreement, but shall remain responsible for the performance of the subcontracted obligations subject to the terms, exclusions and limitations of the Agreement.

9.14 No Waiver

No failure or delay by either Party in exercising any right or remedy shall operate as a waiver of that right or remedy. Any waiver must be in writing, signed by the waiving Party and limited to the specific circumstances for which it is given.

9.15 Governing Law and Dispute Resolution

The Agreement shall be governed by the laws of Austria, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Before commencing arbitration, senior representatives of the Parties shall attempt in good faith to resolve the dispute for thirty (30) calendar days after written notice of the dispute. If the dispute is not resolved within that period, it shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat of arbitration shall be Vienna, Austria. The language of the arbitration shall be English.

The arbitration proceedings shall be confidential unless disclosure is required by applicable law or for the purpose of enforcing or challenging an arbitral award.

The arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

Nothing in this Clause prevents JURA from seeking interim, conservatory or injunctive relief from any court of competent jurisdiction, or from pursuing an undisputed payment claim through available court or payment-order proceedings. Any such action shall not constitute a waiver of the agreement to arbitrate.

Business customs between the Parties may apply to the Agreement only to the extent they are not in contradiction to any specific provision.

Parties expressly waive their right to challenge this Agreement by virtue of being mistaken or heavy disparity in value.

9.16 Entire Agreement

The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and understandings relating to its subject matter.

Each Party acknowledges that it has not relied on any statement, representation, warranty, undertaking or assurance not expressly set out in the Agreement. Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.

9.17 Language

The English language version of the Agreement shall prevail in the event of any inconsistency between the English version and any translation.