

General Terms and Conditions

1. Scope

- 1.1 Vectron provides all of its deliveries, services and offers exclusively on the basis of the terms and conditions described in this document. These therefore apply to all business agreements concluded with Vectron now or in the future, whether they have been specifically mentioned or not. They shall be deemed to have been accepted upon the receipt of the delivered goods or service at the latest.
- 1.2 Any deviation from these general terms and conditions will only take effect if explicitly confirmed in writing by Vectron.
- 1.3 These terms and conditions will be applied exclusively in business transactions with companies, legal entities of public law and special funds of public law as defined by § 310 clause 1 of the German Civil Code (BGB).
- 1.4 Guarantees of quality or other guarantees shall not be issued by Vectron, unless stated expressly as „Guarantees“ in the contract. This shall apply particularly to the contents of service descriptions and / or specifications.

2. Offer / Contractual Agreement / Application-specific advice

- 2.1 If the order can be qualified as an offer in compliance with § 145 BGB, Vectron will be able to accept this within a period of 4 weeks.
- 2.2 Vectron reserves all rights and copyrights to documentation, particularly programme descriptions, specifications, product specifications, calculations, data, data carriers etc. They must not be made available to third parties.
- 2.3 Descriptions of programmes and services, specifications, documents and / or other specific service data are only legally binding if this has been explicitly agreed in writing.
- 2.4 Application-specific advice and installation advice may be provided by Vectron to the company's best intent and on the basis of existing knowledge and experience, under the understanding that Vectron is in no way obliged to supply such a service. Any agreements to the contrary shall form the subject of a written agreement. Vectron will only be liable for damages if these damages have been caused by a (negligent or intentional) violation of

the contractual terms for which Vectron is responsible or if Vectron is responsible for the culpable violation of an essential contractual duty. In the event that the damages have not been caused by an intentional violation of the contractual duties for which Vectron is to be held responsible, the liability will be in any case limited to the foreseeable and typical extent of the damages. In any other case, all liability claims against Vectron shall be excluded.

- 2.5 The purchaser shall be obliged to check offers for accuracy, completeness and expediency.

3. Delivery Times / Delay

- 3.1 The delivery period only starts after all technical questions and issues concerning the licence agreement have been settled, and the purchaser has fulfilled all its obligations punctually and completely.
- 3.2 The delivery dates and periods indicated by Vectron have no binding legal force unless otherwise agreed in writing. Vectron does not assume procurement risks.
- 3.3 Delays in the delivery of goods and services due to force majeure or events which prevent Vectron from meeting its obligations such as strikes and lock-outs will allow Vectron to delay the delivery of said goods and services by the duration of the disruptions plus an appropriate start-up period. The same will apply if the disruptions affect Vectron's suppliers or their sub-contractors.
- 3.4 Delivery dates and periods carry the proviso that Vectron receives its own supplies fully, correctly and on time.
- 3.5 In the event that Vectron has failed to meet one of its contractually agreed obligations, the purchaser will not be able to cancel the contract and / or claim damages in lieu of the entire delivery and / or compensation for futile expenses unless Vectron's violation of contractual duties has been substantial.
- 3.6 Reminders will only cause Vectron to be in default of payment if the law or the contract do not stipulate otherwise. Reminders and time limits need to be issued in writing to acquire legal force.
- 3.7 Vectron will only meet its delivery obligations under the condition that the purchaser has duly and fully met

General Terms and Conditions

all requirements. Vectron reserves the right to cancel a non-performed contract. Vectron is entitled to withhold parts of the originally agreed extent of delivery.

- 3.8 In the event that Vectron fails to meet a contractually agreed delivery obligation either fully or in part, the purchaser shall be entitled to cancel the contract and – provided Vectron has been found responsible for the culpable delay of a contractual duty – claim compensation in lieu of the outstanding deliveries or compensation for futile expenses, notwithstanding the additional conditions described in the subsequent clauses. The purchaser must first have provided Vectron with an appropriate period of grace and waited for this period to expire.
- 3.9 If the delivery of goods and services has already been partially completed, the purchaser can claim compensation in lieu of the completion of said delivery only if such a step is warranted by his interest in this completion. The purchaser can cancel the contract under these conditions only if he can conclusively demonstrate that he has no profit or gain from a partial delivery.
- 3.10 If Vectron becomes responsible for a culpable delay, no compensation claims will be admitted in cases of common negligence. This exemption from liability will not apply if the delay has been caused by Vectron having culpably violated a substantial contractual duty. In such an event, Vectron's liability will be limited to the foreseeable and typical extent of damages in compliance with the subsequent stipulations of 3.12. In the event that Vectron is to be held responsible for an intentional violation of the contract, Vectron will be liable in compliance with the pertinent legal regulations. No further claims for compensation by the purchaser in the event of delayed deliveries – after the period of grace has expired – will be admitted. This does not pertain to cases described in clause 7.6.3, below. This does not imply a transfer of the burden of proof to the purchaser's disadvantage.
- 3.11 In the event that the purchaser delays acceptance or fails to meet any of his other duties to cooperate, Vectron shall be entitled to assert its due legal rights. The risk of incidental failure and / or of an incidental deterioration of the purchase object will be transferred to the purchaser not later than on the date when the acceptance delay occurs.
- 3.12 In the event that Vectron fails to meet a contractual duty on time, the purchaser shall (in cases of common

negligence) be entitled to exercise his right – inasmuch as he can demonstrate that this delay has caused him palpable loss – to claim (for each full week of the delay), notwithstanding the liability limitation described under 3.10, a compensation of a maximum of 0.5 % of the price payable for that part of the delivery which resulted in the device not being operated correctly due to the delay. The entire surcharge is, however, limited to 10 % of the full price for the delayed delivery.

4. Users' Rights / Licence Update

- 4.1 By procuring Vectron software, the purchaser only acquires – subject to the continued validity of some of the remaining property rights of Vectron – the physical data carrier and the usage rights pertaining to the software, this in accordance with the following stipulations.
- 4.2 The purchaser's right to use the software in compliance with 4.1 entitles the purchaser to the simple and non-exclusive use of the software provided. This right can be transferred in the event of a re-sale within the usual framework of the purchaser's business activities. The extent of the right to use will be more specifically outlined in the order confirmation or the purchase contract to be agreed with Vectron.
- 4.3 The purchaser will forfeit his right to use the software in the event that he fails to meet his payment obligations on time. Vectron cannot be held responsible or liable for any damages caused by the purchaser's loss of users' rights. The purchaser's right to use will only be reactivated after he has paid the outstanding bills in full.
- 4.4 Software products issued by Vectron are protected by hardware copy protection technology and a licence code in order to protect the products from illicit use.
- 4.5 Vectron will be obliged to provide the purchaser with a licence code (after he has paid the purchase price in full) which will allow him to use the software issued by Vectron in compliance with the contractually agreed terms.
- 4.6 The use of the software includes the installation of the programme from the original data carrier to the bulk storage unit of the purchaser's hardware and the loading of the programme into the working storage. The purchaser is also entitled to create a back-up copy of the programme. The software products issued by Vectron must

General Terms and Conditions

only be used on hardware which has been approved by Vectron for this purpose. If the purchaser changes his hardware, he will have to remove the Vectron software from the bulk storage unit of the previously used hardware. He is not allowed to save, store or use the software simultaneously on more than one hardware unit.

- 4.7 Any other form of reproduction or use – particularly any extension of the circle of users beyond the contractually agreed group – is strictly forbidden. Furthermore, it is forbidden to modify (either in parts or as a whole), translate or transfer programmes, programme elements or components, documentations and pertinent documents of all types to other computers via a network or a data transmission channel, to copy and / or to reproduce the software and / or to make it available or in any way accessible to third parties without the explicit permission of Vectron.
- 4.8 The purchaser will be held liable by Vectron for any damages resulting from violations of the terms described under 4.7.
- 4.9 The purchaser is made aware that all software products issued by Vectron have been protected against illicit use by a licence code which prevents the use of the software after a certain period of time. When this period expires, the purchaser is entitled to contact Vectron with the request to clarify the matter and to unblock the programme provided it has been ensured that the rights of Vectron have not been violated. Vectron will be obliged to process this request and to investigate whether he purchaser's users' rights may be renewed or extended.
- 4.10 In the event that the purchaser is planning a re-sale, or transfers the software to third parties in a legitimate manner, he is obliged to reveal and explain the aforementioned situation, outlined in clause 4.9, to his client and / or any third party involved.
- 4.11.1 Vectron shall provide maintenance services (licence update) for the software in accordance with the stipulations described below.
- 4.11.2 The maintenance services provided by Vectron apply exclusively to the product specified in the contract in question. The standard version of the software delivered to the purchaser shall be subjected to relevant updates, taking account of Vectron's general terms and conditions for the maintenance of standard software in the process (licence update). In the event

that the purchaser fails to use the standard software specified in the contract in accordance with the contractual conditions, he shall not be entitled to the agreed maintenance services. This shall not apply to the delivery of programme corrections included in the guarantee, regardless of any objections on the part of Vectron. Furthermore, the purchaser shall also have no entitlement to maintenance services in the event that he fails to use the standard software specified in the contract in accordance with the agreement regarding usage rights as issued by Vectron.

- 4.11.3 During the licence update period, Vectron shall be obliged to place available updates regarding the software at the purchaser's disposal. The obligation to deliver programme corrections of this nature also comprises the obligation to grant the same usage rights that are stipulated in the contract for the standard software included with the individual POS system, provided that nothing to the contrary has been contractually agreed.
- 4.11.4 The purchaser's duties of cooperation conform to the stipulations listed in clause 10, below. The purchaser is entitled to retrieve the updates provided by Vectron during the licence update period. Vectron is not obliged to install further updates on individual POS systems, Irrespective of possible guarantee claims on the part of the purchaser.
- 4.11.5 The licence update is free of charge for the first 12 months after the purchase of the product in question. In the event that the purchaser wishes to purchase a licence update extension he will be obliged to pay a valid lump-sum charge in accordance with Vectron's current price list.
- 4.11.6 The regulations outlined in Vectron's General Terms and Conditions shall apply as regards the default, liability and guarantee of the maintenance services.

5. Transfer of Risk / Packaging

- 5.1 Unless otherwise specified, the delivery will be effected ex works (i.e. Vectron's despatch facilities). The risk will be transferred to the purchaser as soon as the consignment has been handed over to the person responsible for the transport of the goods or the consignment has left the Vectron warehouse on its way to the purchaser.

General Terms and Conditions

Vectron will be free to determine the appropriate means of transport.

- 5.2 If the goods cannot be dispatched for reasons beyond the control of Vectron, the risk will be transferred to the purchaser through the notification that the goods are ready for shipment.
- 5.3 Vectron shall take out a transport insurance policy on shipments valued at up to 500.00 euros without legal turnover tax. In the case of shipments whose value exceeds 500.00 euros without legal turnover tax, Vectron will take out an insurance policy to cover the transport of the goods, this at the request of the purchaser. The cost of this policy must be borne by the purchaser.

6. Tariffs and Payment

- 6.1 Prices are determined by the most recent Vectron price lists plus the currently valid rate of turnover tax. Additional deliveries and services will incur additional charges.
- 6.2 Prices are quoted, unless otherwise specified, ex works (i.e. Vectron's despatch facilities) and without packaging and delivery costs. The prices are denominated in Euro.
- 6.3 The total invoice amount (without any deduction) is due, unless otherwise specified, 10 days after the date on the invoice.
- 6.4 If the purchaser is late with his payments, Vectron shall be entitled to exercise its rights under § 288 BGB.
- 6.5 The purchaser shall only be entitled to set off any amount against the payments he is due in the event that his claims are either uncontested, accepted by Vectron or firmly and enforceably established by law. He shall also be entitled to exercise a right of retention only in the event that his counterclaim is based on the same contractual relationship.
- 6.6 If Vectron has obtained knowledge of circumstances which may cast doubt on the creditworthiness of the purchaser, Vectron shall be entitled to demand down payments or security payments, notwithstanding any further-reaching legal claims.
- 6.7 Cheques and bills, the acceptance of which Vectron reserves on levy of additional service charges, apply as

payment only after redemption. Any discount- and bank charges are on the buyer's account.

7. Warranty

- 7.1 The purchaser acquires his warranty rights under the proviso that he has met all requirements to inspect the product and notify a defect in compliance with § 377 HGB (Commercial Code). Vectron reserves the right to carry out technical alterations, particularly improvements, in the event that only insignificant quality-related changes occur and the purchaser's interests are not unreasonably affected as a result.
- 7.2 The purchaser's legal rights of recourse against Vectron only apply inasmuch as the purchaser has not agreed warranty terms with his own client which exceed the legal requirements.
 - 7.3.1 In the event that the purchased product has a defect for which Vectron is to be held responsible, the purchaser will first have to grant Vectron a period of grace during which the defect may be remedied. Vectron shall be entitled to choose between replacing and repairing the defective product.
 - 7.3.2 In the event that the attempts to remedy the defect were to fail, the purchaser is entitled – notwithstanding any claims for compensation – to cancel the contract or to reduce the purchase price. No claim of the purchaser for additional expenses in connection with the subsequent product improvements – such as costs for transport, travels, material and labour – shall be admitted if the expenses have risen because the product in question has been subsequently transported to a place other than the place of performance, unless the transport was conducted as an immediate consequence of the product's designated purpose.
 - 7.4.1.1 Warranty claims will not be considered valid if the actual product varies only insubstantially from the agreed specifications, if the usability of the product is only insubstantially impaired, if the damages are the result of ordinary wear and tear and if the damages have occurred after the transfer of risk and are the result of incorrect or negligent handling, overuse, inappropriate equipment, non-approved hardware and / or software, incorrect use and / or due to particular external influences such as defects in

General Terms and Conditions

the transmission network and / or any other influences which are not included in the contract.

- 7.4.1.2 Since the software provided consists of standard programmes and since it is not possible – on the basis of the current technological knowledge – to create standard programmes in such a way that they function flawlessly in all possible applications and combinations, the warranty only covers those programme and hardware configurations which comply with the currently valid list of specifications issued by Vectron.
- 7.4.2.1 In the event that operating, care and / or maintenance and implementation instructions for software and hardware provided by Vectron are ignored, programmes and / or hardware components are modified in an unapproved way, components are exchanged and / or hardware is used which fails to comply with the original specifications issued by Vectron, Vectron will cease to be liable for any defects, unless it can be conclusively demonstrated that the warranty case is in no way related to any of the precluding causes.
- 7.4.2.2 If Vectron has taken action after a defect has been notified without the purchaser having been able to demonstrate the existence of a defect and / or if it can be conclusively demonstrated that the defect had been caused by an operating error, it shall be possible to make the purchaser cover the expense for the inspection.
- 7.5 The warranty shall be valid for a period of twelve months after the transfer of risk. Inasmuch as the law stipulates longer warranty periods in compliance with § 438 clause 1 no. 2 BGB, § 479 BGB and § 634a clause 1 no. 2 BGB, these longer periods will apply. In the event of the purchase of used goods, the purchaser's rights regarding material damage shall be excluded, this subject to the stipulations in clause 7.6.3, below.
- 7.6.1 Unless explicitly specified in the following, no additional claim by the purchaser – no matter for what legal reason – shall be admitted. Vectron shall therefore not be liable for damages which have not occurred on the purchase object itself, in particular loss of earnings and other forms of property or pecuniary loss of the purchaser.
- 7.6.2 Vectron shall be held liable for culpable violations of its

contractual duties in line with the legal regulations. Any compensation will, however, be restricted to foreseeable and typical damages. Any claims for further compensation will not be admitted. This precludes in particular any liability for damages which have not occurred on the purchased product itself.

- 7.6.3 The aforementioned exemptions and limitations of liability shall not apply if the damages have been caused intentionally or through gross negligence, in cases of personal injury and in cases where the purchaser is claiming compensation due to the assumption of a warranty for the existence of a particular feature, unless the purpose of the quality guarantee only covers the compliance of the delivery with the contractual terms rather than the risk of consequential damages due to a defect. This does not imply a transfer of the burden of proof to the purchaser's disadvantage.

8. Total Liability

- 8.1 No liability for compensation claims beyond the limits described under 7 shall be admitted, notwithstanding the legal nature of the claims, in particular claims based on alleged violations of contractual obligations and on illicit acts. Vectron shall therefore not be held liable for loss of earnings and other forms of property or pecuniary loss of the purchaser.
- 8.2 The exemptions and limitations of liability described under 8.1 shall not apply to damages under the Product Liability Act (Produkthaftungsgesetz) and in cases of personal injury or any other damages to life and limb.
- 8.3 In cases where the liability of Vectron has been limited or ruled out, the same limitation or exemption shall apply to the personal liability of its employees, members of staff, representatives and vicarious agents.
- 8.4 The time limitation of liability claims will be determined in compliance with 7.5 provided this does not contravene valid laws and regulations.

9. Retention of Title

- 9.1 The products delivered will remain the property of Vectron until all demands resulting from the business rela-

General Terms and Conditions

tionship between Vectron and the purchaser have been settled. The integration of individual demands into a current account of payables or a recognition of the balance do not affect the retention of title. Vectron will only transfer the title when the payment has been completed, i.e. on the arrival of the full equivalent amount.

- 9.2 In the event that the purchaser fails to meet his contractual duties – particularly if his payments fail to arrive on time – Vectron shall be entitled to repossess the purchased item. If the purchaser is an entrepreneur, a legal entity of public law or a special fund of public law, such a repossession of purchased items by Vectron does not constitute a cancellation of the contract unless specified as such by Vectron in writing.
- 9.3 In the event that the purchaser is engaged in retail transactions, he shall be entitled to retail the goods he has bought under the aforementioned retention of title terms as part of his ordinary business activities provided he respects and observes the users' rights of Vectron as the software manufacturer in compliance with clause 4 (usage rights). He assigns already now all receivables of the total amount on the invoice (incl. VAT) to Vectron which are due to him from re-sales to his clients or third parties. Vectron accepts this assignment. The purchaser remains entitled to collect the receivables after this assignment. This does not affect Vectron's right to collect the outstanding amounts itself. Vectron, however, pledges to refrain from exercising this right of collection provided the purchaser meets the payment obligations resulting from his pertinent earnings, meets all of his payment obligations on time and – in particular – does not open insolvency proceedings or stop his payments altogether. In such an event, Vectron shall be entitled to make the purchaser specify all receivables assigned and identify the debtors, release all information needed to collect the outstanding amounts, hand over all pertinent documents and inform the debtors (third parties) about the assignment of the claims.
- 9.4 Vectron pledges to release the collateral on the request of the purchaser in the event and to the extent that the effective value of Vectron's collateral exceeds the value of the guaranteed receivables by more than 10%. In such an event, Vectron will be free to determine which elements of the collateral it chooses to release.

10. The Purchaser's Duties of Cooperation

- 10.1 The purchaser will fulfil his essential legal and contractual duty to assist and cooperate fully, without a charge and at high quality levels for the entire length of the period during which services shall be provided. In particular, the purchaser shall implement current measures against data loss, create suitable backup copies at regular intervals, check the software's correct function and provide test data / test cases on time.
- 10.2 The purchaser will confirm whether software and hardware products delivered by Vectron are free from defects and whether they are appropriate for the application in hand before he proceeds to operate his system on the basis of the contractually agreed service. This will also apply to hardware and software products he will obtain under the terms of the warranty and maintenance agreement.
- 10.3 The purchaser will fulfil his essential contractual duty to provide other services on time and with no extra charge which may help or enable Vectron to meet its own contractual requirements.
- 10.4 It is in principle not allowed to bypass or remove the copy protection technology, unless the copy protection adversely affects or prevents the interference-free utilisation of the programme and unless Vectron has replied to the purchaser's written notification and detailed description of the problem that it is either unable or unwilling to remove the problem within an appropriate period of time. Only in these cases shall it be permissible to either bypass or remove the copy protection in order to ensure the continuing operability of the programme. The burden of proof for the assertion that the operability of the programme has been impaired or affected by the copy protections rests with the purchaser. The purchaser will also have to comply with his specific notification and information duties as described under 10.5.
- 10.5 If the purchaser removes the protection against illicit copying or other protective mechanisms, he will be obliged to notify Vectron in writing about the programme modifications he has performed. This notification will need to comprise a detailed description of the failure or interference symptoms and their probable cause as well as a comprehensive summary of the programme modifications. In the event that the purchaser sells the

General Terms and Conditions

software, he will need to provide Vectron with the name and the full address of the buyer.

- 10.6 Vectron is under no circumstances obliged to contribute to, assist in or enable the removal or bypassing of the copy protection.
- 10.7 In the event that the purchaser is engaged in retail transactions, the hardware and software products supplied to him under the currently valid conditions for distribution agents will need to be distributed under the terms of the distribution agreement. If the data is supplied electronically (via data transmissions) rather than on a hardware data carrier, the rules and regulations of this contract will apply accordingly. The purchaser (retailer) is not entitled to any usage rights under the Copyright Act, unless such rights have been explicitly transferred to him by Vectron for distribution purposes. The purchaser is entitled to sell the hardware and software products supplied to him in the context of his usual business activities and to transfer rights on the actual work copy, under the understanding that the property rights and privileges of Vectron are in no way affected. He is, furthermore, obliged to grant his customers any usage rights only to the extent which has been described and limited by clause 4 of these General Terms and Conditions. He is not allowed to assign his distribution licence – entirely or in parts – to a third party. The purchaser's legal rights of recourse against Vectron only apply inasmuch as the purchaser has not agreed warranty terms with his own client which exceed the legal requirements.

11. Applicable Law / Place of Jurisdiction / Software Transfer

- 11.1 The legal domicile of Vectron shall be the exclusive place of jurisdiction for any present and future claims – including claims based on cheques and drafts – resulting from the business relationships with entrepreneurs, legal entities of public law and special funds of public law. Vectron will, however, also be entitled to sue the purchaser in the courts of its own place of jurisdiction.
- 11.2 Unless otherwise specified in the order confirmation, "Münster", the place where Vectron operates, shall be the place of performance.
- 11.3 These business relationships and all legal relationships between Vectron and the purchaser shall be governed by

the law of the Federal Republic of Germany. The Commercial Law of the United Nations (Agreement of the United Nations about International Purchase Contracts from April 11, 1980, Federal Law Gazette 1989 II, p. 588, corr. 1990 II, p. 1699) shall apply under no circumstances.

- 11.4 In the event that software transfer contracts are concluded with Vectron, the terms and conditions of the same shall also apply.

12. Credit Check and Securities

- 12.1 In the event of there being justified doubts about the creditworthiness of the Customer before or after the conclusion of the agreement, because the information obtained in accordance with the section below gives reason to believe that it will be extremely difficult to collect receivables from the Customer, particularly as the Customer is in arrears with payments on other (existing or previous) agreements or such agreements were not fulfilled as contractually agreed or there are similar issues, Vectron may request the provision of an adequate security in the form of an interest-bearing security deposit or absolute guarantee issued by a credit institution domiciled in the EU or restrict the scope of its services if the Customer fails to provide, or provides insufficient, security or if such security does not provide sufficient protection against counterparty defaults (e.g. if the Customer has given an affirmation in lieu of an oath or has failed to comply with a request to do so) or there are other serious reasons, e.g. the Customer provides incorrect information or there is a justified suspicion that the Customer is using, or is planning to use, the service with ill intent. Any security provided shall be released upon expiry of the contractual relationship if the Customer has settled all of Vectron's receivables.
- 12.2 Vectron may offset the security against any receivables which the Customer fails to settle despite them being due and despite the Customer having received a reminder to do so.
- 12.3 Vectron shall return the security if the above conditions no longer exist.
- 12.4 Vectron may also reject the conclusion of an agreement on the grounds of an insufficient credit rating.

General Terms and Conditions

13. Credit agencies and information on data protection in accordance with the EU General Data Protection Regulation (GDPR)

13.1 Vectron may obtain information from credit agencies as part of the credit check. Vectron may further transfer the customer's data required for debt collection due to non-fulfilment of agreement (such as default summons application for undisputed receivables, enforcement order issued, compulsory enforcement measures) to the credit agencies. During the customer relationship, Vectron may also obtain information of any such data collected by a credit agency from other customer relationships. The data is transferred and stored in accordance with data protection regulations and only insofar as required for maintaining the justified interests of Vectron, a contracting party of the credit agency or the general public and if this does not negatively affect the Customer's matters worth protecting.

13.2 Any consent to obtain information from Creditreform, Boniversum, CRIFBürgel GmbH or KSP Rechtsanwalts-gesellschaft mbH has the following scope:

"I/we agree for Vectron to transfer to Creditreform Münster Riegel & Riegel KG, Scharnhorststr. 46, 48151 Münster (CREDITREFORM), and/or Creditreform Boniversum GmbH, Hellersbergstrasse 11, 41460 Neuss (BONIVERSUM), CRIFBürgel GmbH, Radlkoferstrasse 2, 81373 Munich (CRIFBÜRGEL) and/or KSP Rechtsanwalts-gesellschaft mbH, Kaiser-Wilhelm-Strasse 40, 20355 Hamburg (KSP) or any other credit agency data on the application, conclusion and termination of this agreement and to receive information about me/us from CREDITREFORM/BONIVERSUM/CRIFBÜRGEL. Notwithstanding the above, Vectron shall also transfer to CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP data arising from non-contractual behaviour (e.g. termination on the grounds of default, default summons application for undisputed receivables and compulsory enforcement measures). The Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) stipulates that notifications may only be made as far as this is permissible after a consideration of all interests concerned. CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP saves and transfers data to its contractual partners in the European internal market, in order to provide these with information regarding an assessment of the creditworthiness of natural persons. Primary contractual partners of CREDITREFORM/BONIVERSUM/CRIF-

BÜRGEL/KSP are credit institutions and credit card and leasing companies.

In addition, CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP issues information to commercial, telecommunications and other enterprises which grant services and deliveries on a credit basis. CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP only makes personal data available in the event that an entitled interest in the same has been credibly established in individual cases. CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP discloses address details for the purpose of tracing debtors. When issuing information, CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP may provide its contractual partners with a supplementary probability value calculated using its database in order to aid in the determination of the credit risk (score procedure).

I/we may obtain information from CREDITREFORM/BONIVERSUM/CRIFBÜRGEL/KSP on the data stored relating to me/us (Creditreform Münster Riegel & Riegel KG, Scharnhorststr. 46, 48151 Münster, www.creditreform-muenster.de; Creditreform Boniversum GmbH, Hellersbergstrasse 11, 41460 Neuss, www.boniversum.de; CRIFBürgel GmbH, Radlkoferstrasse 2, 81373 Munich, www.crifbuergel.de; KSP Rechtsanwalts-gesellschaft mbH, Kaiser-Wilhelm-Strasse 40, 20355 Hamburg, www.ksp.de."