

General Terms and Conditions of the BOC Group

1.	Scope of Application	2
2.	Offer and Conclusion of a Contract.....	2
3.	Duties of Collaboration	2
4.	Confidentiality	3
5.	Intellectual Property Rights	3
6.	Warranty	4
7.	Liability.....	4
8.	Payment Terms	5
9.	Miscellaneous	5
9.1.	Withholding.....	5
9.2.	Offsetting.....	6
9.3.	Written Form.....	6
9.4.	Assignment, Transfer, Pledging	6
9.5.	Severability Clause.....	6
10.	Applicable Law and Jurisdiction	6

1. Scope of Application

1.1.1. The following General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all present and future agreements concluded after 15 May 2025 between BOC Products & Services AG or its subsidiaries on the one hand (hereinafter jointly referred to as "BOC") and the Client of BOC on the other hand.

1.1.2. These GTC are supplemented, where applicable, by the relevant Terms of Use (Terms of Use Subscription Services or Terms of Use Professional Services), which form an integral part of these GTC. The respective individual contract concluded with the Client regulates which special Terms of Use apply. The respective special Terms of Use shall apply to the following circumstances:

- The Terms of Use Subscription Services on all recurring services (e.g., SaaS, hosting, software maintenance, etc.) and the purchase of licences.
- The Terms of Use Professional Service for the professional services offered by BOC (software adaptations, training, consulting and technical services).

1.1.3. In the event of conflicting provisions, the following order of precedence shall apply: 1. Provisions from the individual contract (offer), before 2. the relevant Terms of Use, before 3. these GTC.

1.1.4. BOC exclusively concludes business to business contracts.

2. Offer and Conclusion of a Contract

2.1.1. Unless otherwise agreed, offers are non-binding until acceptance by the Client and are valid for 60 days from the date of issue. A contract is deemed to have been concluded upon written acceptance of an offer (via letter, fax or email) or by submission of an online purchasing form by the Client. Verbal agreements or promises require written confirmation by BOC in order to be effective. Offers, cost estimates and the like are subject to the agreed confidentiality provisions.

2.1.2. BOC is entitled to use affiliated companies for the fulfilment of the order. Affiliated companies are all companies in which BOC Products & Service AG has direct or indirect holdings amounting to more than 50%.

3. Duties of Collaboration

3.1.1. Both contracting parties guarantee the careful execution of the rights and duties to which they are bound in accordance with the Agreement and shall only use staff with sufficient expertise and appropriate reference to the subject matter for the fulfilment of the contract.

3.1.2. The Client shall provide BOC with all information necessary for the fulfilment of the contract and the accounting in a timely manner. In particular, the Client shall inform BOC immediately of circumstances that have a significant impact on the services to be provided by BOC.

3.1.3. The Client shall, where necessary, support BOC in the performance of the service to be provided. In particular, the Client shall carry out agreed preparatory work in a timely manner and in the agreed quality and shall, if necessary, make qualified personnel available. The access to premises or infrastructure, work equipment, information and documents that are required for the fulfilment of the contract shall be made available by the Client in a timely manner and free of charge.

3.1.4. Insofar as the Client requires a PO number (purchase order number) for accounting, they shall announce this in good time, namely at least 14 days before the end of an accounting period. If the purchase order number is not announced or is announced late, with regards to the accounting, the Client waives the right to objections in connection with the purchase order number.

3.1.5. The Client shall inform BOC of changes to his company name or address within a reasonable period. If no such notification of changes occurs, written documents shall be deemed received by the Client if they were sent to the last known address.

4. Confidentiality

4.1.1. Confidential Information are all information disclosed by one party or its affiliates to the other party, each including its affiliates, regardless of the form of communication. This encompasses, but is not limited to, trade secrets, products, manufacturing processes, know-how, inventions, business relationships, strategies, plans, financial data, personnel matters, and digital information. It also includes any documents or information protected by technical or organizational confidentiality measures, clearly marked as confidential or where confidentiality can reasonably be inferred from the content or the circumstances of its disclosure. The existence and content of this Agreement are also considered Confidential Information. Furthermore, any information or data concerning subsidiaries or group companies of a Party shall be deemed Confidential Information of that Party.

4.1.2. However, information shall not be considered Confidential Information if it was already publicly accessible or becomes publicly accessible without violating a non-disclosure obligation, if it is obtained independently by a party without relying on previously shared Confidential Information, or if it is lawfully disclosed by an authorized third party without breaching any confidentiality obligations.

4.1.3. Third parties as set out in this section do not include employees, subcontractors, tax consultants, auditors, lawyers or comparable external advisers of one of the parties or its affiliates, insofar as these are strictly bound to secrecy for professional reasons or due to a comprehensive confidentiality agreement with one of the parties.

4.1.4. The parties agree that all Confidential Information must be handled with strict confidentiality. Furthermore, they agree to ensure that unauthorised third parties are not able to gain knowledge of this information. The obligation to keep the information obtained secret shall particularly include the obligation not to use Confidential Information for a party's own purpose of competition. The confidentiality obligation does not apply if there is an obligation to disclose the Confidential Information by decision of a court, order of a public authority or by law.

4.1.5. Notwithstanding the foregoing, both parties are entitled to refer to the existing business relationship using the other Party's name and company logo, including reference to the product or services and its area of application.

4.1.6. Upon expiry or dissolution of this Agreement, the confidentiality obligation for Confidential Information that was exchanged during the validity period of the Agreement shall remain in force for an unlimited period of time.

4.1.7. Should BOC process Personal Data on behalf of the Client, BOC will conclude a Data Processing Agreement with the Client pursuant to Article 28 GDPR. A Data Processing Agreement (DPA) pre-signed by BOC will be provided to the Client.

4.1.8. Details on the collection and handling of Personal Data in connection with the BOC websites are available at <https://www.boc-group.com/privacy-policy>.

5. Intellectual Property Rights

5.1.1. BOC warrants that, the services made available under this agreement do not infringe any intellectual property rights of third parties, provided that Client use these services in the unaltered original version and in accordance with this agreement.

5.1.2. The Client shall notify BOC immediately of any claim raised by a third party. If the Client acknowledges alleged copyright violations or possible extrajudicial agreements with third parties under the exclusion of BOC, BOC's liability in connection with this alleged violation of property rights is excluded.

5.1.3. If BOC is at fault for the violation of property rights, BOC shall optionally at its own expense either replace the affected part of the services with another or assume the licence fees for the use of the part of the service for the holder of the property rights.

5.1.4. All products, services, software, documentation, and any other materials or information provided by BOC in connection with the business relationship are and shall remain the intellectual property of BOC. All rights not expressly granted are reserved by BOC. This shall also apply to any future improvements or comparable further developments of the products or services. Any copyright notices and trademarks applied to the product by BOC may not be altered or deleted.

5.1.5. The intellectual property rights to all content, data, or materials independently created or uploaded by the Client through the use of the products or services shall remain exclusively with the Client. Where applicable, BOC provides appropriate export functionalities to facilitate the Client's access to and control over such content.

5.1.6. Data derived from or compiled through the use of provided services, such as statistics, performance metrics or related telemetric data, each anonymized, will be owned by BOC and may be used for monitoring and improving service performance, identifying technical issues, enhancing user experience or for any other lawful purpose.

5.1.7. The Client warrants that all content, data, or materials uploaded, shared, or otherwise made available through BOC services do not infringe any intellectual property rights, personal rights, or other rights of third parties, are lawful and do not violate applicable laws, regulations, or public policy and may be lawfully processed and stored by BOC in accordance with the agreement and applicable data protection laws.

6. Warranty

6.1.1. BOC warrants that the services provided, if used appropriately and in accordance with the agreement, present the agreed properties and are free of any defects that would annul or significantly reduce the value of the services or their suitability for the intended usage according to the agreement.

6.1.2. The warranty period is 6 months starting with the handover/delivery to the Client. In case of partial deliveries, the warranty period starts with the handover/delivery of the partial delivery. Any presumption of defectiveness is excluded.

6.1.3. In case of warranty, improvement always takes priority over price reduction or rescission of the agreement. In the event of justified complaints, defects shall be corrected within an appropriate period, whereby the Client shall enable BOC to take all measures necessary for the investigation and correction of the defects.

6.1.4. BOC will remove any defects that demonstrably occur or exist and which are reported by the Client in due time within the warranty period or – at BOC's discretion – replace the defective part of the services with a faultless one.

6.1.5. Insofar as the subject of the contract is the alteration or supplementation of already existing programmes, the warranty only refers to the alteration or supplementation. In this case, the warranty for the original programme is not reinstated.

6.1.6. If BOC is obliged to carry out rectifications due to product defects, it may also do so in the form of fix levels or subsequent releases. If a rectification is technically not feasible or is economically unreasonable for BOC, the defect shall be resolved with the development of an adequate workaround that is reasonable for the Client.

6.1.7. In the event of rectification of defects by BOC, the Client shall observe the duty to cooperate (e.g. Provision of log files, assistance with error reconstruction).

6.1.8. Furthermore, warranty claims are excluded that arise as a result of the Client failing to regularly obtain and apply fix levels, subsequent releases or deliverables.

7. Liability

7.1.1. Neither party can be held liable for pure financial loss, loss of profit, expected savings that did not occur, and other losses due to claims of third parties.

7.1.2. Liability for loss of data in the event of slight negligence shall be limited to the typical cost of restoration. This shall be calculated on the basis of the damage that would have occurred if reasonable backup measures had been taken in accordance with the associated risk (e.g. making backup copies).

7.1.3. Neither party is liable for damages that are attributable to circumstances beyond their control. This applies in particular for damages caused by the acts of third parties (such as in particular hacking) or by force majeure. Liability against BOC is excluded if arising due to independent actions of the Client, the network environment used by the Client or circumstances located in the sphere of the Client.

7.1.4. If the Client does not fulfil his duties of collaboration as described here to the agreed extent, the liability of BOC for damages resulting from this failure to do so is excluded.

7.1.5. BOC is exempt from all obligations described in the Agreement if programme changes are carried out in the software programmes that form the subject of this contract without the prior consent of BOC or if the products or services are not used in the designated manner.

7.1.6. In addition, the contracting parties shall only be liable if there is a breach of an essential provision of the present contract. The amount of liability for each event causing damage is limited in total to the remuneration paid or payable in the calendar year concerned for the service in question.

7.1.7. Damage claims shall become time-barred according to the statutory provisions, but not later than one year from the beginning of the statutory limitation period.

7.1.8. The liability limitations as set out in this section do not apply in the event of wilful intent, gross negligence, injury to life, body or health or to the extent that the Product Liability Act applies.

8. Payment Terms

8.1.1. Unless otherwise agreed, one-time payments shall be settled following provision of service, and ongoing payments shall be settled annually in advance. All invoices are payable strictly net within 30 days from the invoice date. The payment conditions specified for the total order apply to part invoices and advance payments equally.

8.1.2. Unless agreed otherwise, the invoice amount shall be transferred to a bank account indicated by BOC on the invoice. Any expenses shall be borne by the Client. A payment is only deemed to have been made once it is credited to the account of BOC. The risk of faulty or delayed transfer shall be borne by the Client.

8.1.3. Unless explicitly indicated otherwise, all prices are in Euros and exclusive of value-added tax (VAT).

8.1.4. The Client shall be in default without further warning in the event of non-compliance with the agreed payment dates. The provisions on payment reminders and default interest between entrepreneurs shall apply in accordance with the statutory law applicable at the domicile of the BOC subsidiary concluding the contract. If payment is not made even after BOC has sent a reminder and granted a reasonable grace period, BOC shall be entitled to suspend the agreement. In this case, BOC shall also be entitled to demand immediate payment for all services already provided, irrespective of any payment deadlines.

8.1.5. Taxes (in particular VAT) and other duties shall be calculated on the basis of the respective valid legislation. If the tax authorities subsequently stipulate further taxes or duties beyond this, these shall be borne by the Client.

8.1.6. For deliveries and services within the European Union (EU), the Client shall declare his respective VAT identification number before the agreement is carried out.

9. Miscellaneous

9.1. Withholding

9.1.1. In case of defect and/or damage, the Client is not entitled to withhold any service to be provided by the Client until such defect and/or damage is eliminated or until BOC provides other services.

9.2. Offsetting

9.2.1. The offsetting of claims of BOC with counterclaims is only permitted for claims that are undisputed or legally established and claims arising from the same contractual relationship, unless BOC explicitly consents to the set-off in writing in the individual case.

9.3. Written Form

9.3.1. Unless expressly agreed otherwise, any requirement for a declaration or notification to be made “in writing” under the agreement between the parties shall be deemed fulfilled if made in text form, including but not limited to email or other mutually accepted electronic communication channels, provided such communication is sent to contact persons or addresses previously agreed upon by the parties.

9.4. Assignment, Transfer, Pledging

9.4.1. The assignment or pledging of rights and/or the transfer of obligations arising from the contractual relationship with BOC requires the written consent of BOC.

9.5. Severability Clause

9.5.1. If any provision of these GTC is invalid or void, the validity of the remaining provisions shall not be affected thereby. Invalid provisions shall be replaced by the parties with a legally effective provision that most closely corresponds to the economic purpose of the contractual terms and/or other agreements that was intended by the invalid provision.

10. Applicable Law and Jurisdiction

10.1.1. The entire contractual relationship between the Client and BOC is subject to the law of the country in which the BOC subsidiary that concluded the contractual relationship with the Client is registered. Application of The UN Sales Convention and the provisions on conflicts of law pursuant to the International Private law of the respective country is excluded.

10.1.2. For disputes arising from or in connection with the contractual relationship between the Client and BOC, the jurisdiction of the responsible commercial court in the respective country of domicile of the BOC subsidiary that concluded the contractual relationship with the Client is valid.