

## General Terms and Conditions of Bechtle NV

Version date: 1 January 2026

These are the General Terms and Conditions of Bechtle NV, hereinafter "Bechtle". Bechtle provides a wide range of ICT goods and services including but not limited to software, hardware, management, repairs, maintenance, IT support, cloud and hosting services, consulting, recycling services and online shop services.

These General Terms and Conditions are divided into several sections. Chapter 1 contains general provisions applicable to all goods and services provided by Bechtle, including Software. Chapters 2 to 5 contain specific provisions applicable only to the supply of specific types of goods and services.

### General Terms and Conditions:

Chapter 1. General provisions .....	1
Chapter 2. Delivery of Goods .....	9
Chapter 3. Supply of Software .....	12
Chapter 4. Hosting and cloud services .....	13
Chapter 5. Recycling services .....	15

### Chapter 1. General provisions

*The provisions in this "General Provisions" section relate to all Goods and Services provided by Bechtle and apply to any Agreement between Bechtle and the Customer.*

#### Article 1. Definitions

All capitalised terms in these General Terms and Conditions, whether singular or plural, will have the meaning given to them in this article.

- 1.1. **Account:** the personal account of the Customer or an End User with which it or she gains access to (parts of) the Goods or Services.
- 1.2. **Customer:** the legal entity or natural person acting in the exercise of a profession or business with whom Bechtle concludes an Agreement.
- 1.3. **Service(s):** the services provided by Bechtle to the Customer, as defined in the Agreement.
- 1.4. **End User:** the natural person who uses the Goods or Services provided by Bechtle for the benefit of the Customer.

- 1.5. **Hardware:** the equipment (including any associated cabling and other accessories) provided by Bechtle to the Customer, as defined in the Agreement.
- 1.6. **Intellectual Property Rights:** all rights of intellectual, industrial and other property including but not limited to copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, related rights and patent rights, as well as rights to know-how.
- 1.7. **Client Data:** all data stored by the Customer or End Users through the Goods or Services.
- 1.8. **Materials:** all websites, software, (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) products of the mind, as well as preparatory materials for them and the data storage media on which the materials are located.
- 1.9. **Maintenance:** performing (or having performed) repairs, taking precautionary measures and checking the Goods and Services preventively or otherwise, if and to the extent specified in the Agreement.
- 1.10. **Agreement:** the agreement between Bechtle and the Customer pursuant to which Bechtle will provide the Goods or Services to the Customer and of which these General Terms and Conditions, including any (subsequent) processing agreement and service level agreement concluded between the Parties, form an inseparable part.
- 1.11. **Party/Parties:** Bechtle and the Customer jointly or separately.
- 1.12. **Good(s):** all goods (material objects) delivered by Bechtle to the Customer, which may also include Hardware, as defined in the Agreement.
- 1.13. **Residuals:** Information in non-tangible form that may be mentally retained by employees who have become aware of it in the context of the implementation of the Agreement.
- 1.14. **Software:** software provided by Bechtle to the Customer under the Agreement.
- 1.15. **Support:** the provision of oral (telephone) and written advice regarding the use and operation of the Goods and the Services.
- 1.16. **Confidential Information** means all non-public information related to one or both Parties and information that a Party indicates is confidential or which, by its nature or under the circumstances of disclosure, should already be treated as



confidential. Confidential Information includes, in particular, commercial, financial, operational information related to Bechtle's business, know-how, trade secrets, information relating to customers or suppliers and any other information with commercial value or for which a Party takes reasonable measures to keep it secret.

- 1.17. **Online shop(s):** the online shop set up and hosted (personally) by Bechtle for the Customer, accessible through the Internet or through a link to the Customer's system, in which the Customer (or its End Users) can directly purchase Goods and, if applicable, Software from Bechtle.

## Article 2. Scope and interpretation

- 2.1. The General Terms and Conditions apply to all offers and quotations of Bechtle, the performance of work by or on behalf of Bechtle and all Agreements.
- 2.2. The application of any purchase or other conditions of the Customer is expressly excluded. Any derogation from these General Terms and Conditions must be expressly confirmed by Bechtle in writing and will only apply once.
- 2.3. The Agreement may consist of several documents. In the event of inconsistencies, the order of precedence set out below applies (with the earlier documents taking precedence over the later ones):
- a) any other written agreements concluded between the Parties;
  - b) the approved offer or quotation;
  - c) any service level agreement concluded between the Parties;
  - d) any processing agreement concluded between the Parties;
  - e) any service description documents associated with the Service
  - f) these General Terms and Conditions.
- 2.4. In the event of contradictions between the chapters of these General Terms and Conditions, the special provisions in the respective chapters 2 to 5 will take precedence over the general provisions of chapter 1.
- 2.5. To the extent that the various parts of the Agreement do not contain any contradictions, their application is reciprocally cumulative.

## Article 3. Conclusion of the Agreement

- 3.1. The Agreement is concluded at the moment of dispatch of Bechtle's written confirmation of the work after receipt of the Customer's acceptance of an offer or

quotation. If there has been no prior written acceptance or confirmation of an order, the Agreement is concluded by Bechtle's complying in full or in part with a request for delivery from the Customer or by Bechtle's dispatch of an invoice to the Customer. Offers made by Bechtle in catalogues, brochures, price lists, online shops, etc. do not count as an offer to contract on the part of Bechtle but only as an invitation to the Customer to place an order. Bechtle is not required to accept this order. Bechtle therefore reserves the right to refuse orders without stating reasons, regardless of whether they were placed via the webshop or through other channels, based on, among others (but not limited to), the following reasons: insufficient creditworthiness of the customer; failure to comply with the request for advance payment; insufficient stock or impossibility of delivery; price changes or other objective, external factors preventing the execution of the order; compelling commercial, operational, or legal reasons; other circumstances which, in Bechtle's opinion, hinder a sound commercial transaction. In the event of an order being refused, Bechtle shall inform the Customer in writing as soon as possible, stating the reason(s) for refusal, unless legal or contractual restrictions prevent this. If advance payment has been made and the order is refused, the amount paid shall be refunded to the Customer without delay.

- 3.2. All quotations and offers from Bechtle are non-binding and valid for a period of thirty (30) calendar days from their date. If the Customer accepts an offer or quotation after the expiry of the validity period and Bechtle explicitly confirms this acceptance in writing, an Agreement is also concluded.
- 3.3. If Bechtle has made an offer on the basis of information stemming from the Customer and this information turns out to be incorrect or incomplete, Bechtle has the right to dissolve or terminate the Agreement or adjust the offer and prices accordingly, even after an Agreement has been concluded and without compensating the Customer.
- 3.4. If the Customer does not formally accept Bechtle's offer, but nevertheless gives that impression (e.g. by having Bechtle perform specific work in advance), the offer is also deemed to have been accepted by the Customer.
- 3.5. Bechtle is not bound by a counter-offer from the Customer, even if this counter-offer relates to subordinate aspects of Bechtle's offer.



- 3.6. The Agreement contains a full representation of the rights and duties of the Parties and supersedes all prior written and oral agreements, statements, utterances and conduct of the Parties.

#### Article 4. Implementation of the Agreement

- 4.1. Once the Agreement has been concluded, Bechtle will endeavour to implement the Agreement within the agreed timeframe or within a reasonable timeframe if no timeframe has been agreed. (Delivery) periods and deadlines announced by Bechtle are indicative and non-binding, unless the Parties expressly agree otherwise. Exceeding the stated (delivery) dates does not entitle the Customer to cancel the order or to refuse receipt or payment of the Goods or Services ordered, nor does it require Bechtle to pay any compensation to the Customer.
- 4.2. Bechtle is entitled to use third parties in the implementation of the Agreement. Any related costs will be borne by the Customer only if agreed in advance.
- 4.3. At Bechtle's request, the Customer will provide all reasonable cooperation and all information and Materials which Bechtle indicates are required for the implementation of the Agreement. Such cooperation may include providing access to necessary accounts, digital environments and physical locations.
- 4.4. The Customer will follow all reasonable instructions given by Bechtle in the context of the implementation of the Agreement.
- 4.5. If Goods are not delivered within 48 hours of the scheduled delivery date, the Customer will immediately notify Bechtle. A subsequent notification is inadmissible if a proof of delivery ("POD") exists.

#### Article 5. Additional work

- 5.1. If the Customer requests additional work or services outside the scope of the Agreement or requests additional work, the Parties will consult on this and Bechtle may make an additional offer for it. Bechtle will only carry out the additional work after acceptance of the offer by the Customer. Bechtle is entitled to refuse a request for additional work.
- 5.2. For additional work which Bechtle can demonstrate is reasonably necessary for the implementation of the Agreement or for additional work which reasonably follows instructions from the Customer, Bechtle does not require permission. Such work will be performed on a post-calculation basis at

Bechtle's hourly rate applicable at the time the work is performed. Other costs incurred may also be charged.

#### Article 6. Third-party goods or services

- 6.1. The Customer grants Bechtle power of attorney to place orders for Goods or Services from third parties in the name and for the account of the Customer if this is necessary for the implementation of the Agreement. Unless agreed otherwise, related agreements will apply directly between the Customer and the relevant third party.
- 6.2. Supplementary or derogating terms and conditions may apply to the use of the Goods or Services of third parties. These terms and conditions are available on request from Bechtle. The Customer agrees to these conditions in advance and is aware that the conditions may be amended in the interim.
- 6.3. Invoicing of Third Party Goods and Services can be done either through Bechtle or directly to the Customer. If invoicing is done through Bechtle, the Customer is not allowed to suspend any payment duty due to default by the relevant third party.
- 6.4. Bechtle will under no circumstances be liable in respect of Goods and Services provided by third parties.

#### Article 7. Support

- 7.1. Bechtle provides Support on delivery of the Service as stated in the Agreement, possibly supplemented by a service level agreement.
- 7.2. Bechtle may place restrictions on the use of the forms of Support offered. In addition, Bechtle is free to determine and/or change availability and response times of the Support, unless agreed otherwise.
- 7.3. Further and additional agreements on (derogating) availability of (telephone) Support and response times will, if agreed by the Parties, be enshrined in a service level agreement.
- 7.4. Restoration of damaged or lost (the Customer) data of the Customer (if and to the extent possible) does not fall under the Support as referred to in this article and will be performed on the basis of subsequent calculation at the hourly rates applicable at the time.

#### Article 8. Maintenance

- 8.1. Only if the Parties expressly agree will Bechtle perform Services in the field of Maintenance and repairs for the Customer.



- 8.2. If Hardware is (temporarily) unavailable to the Customer in the context of Maintenance or repair and/or Bechtle has the Hardware in its custody, the Customer is not entitled to replacement Hardware unless and to the extent that different arrangements have been made between the Parties.
- 8.3. Bechtle is not responsible and liable for loss of any data due to Maintenance or repairs. The Customer is itself responsible for making backups and backup copies of this data, unless the Parties expressly agree otherwise in writing.
- 8.4. The Customer is at all times responsible for the timely reporting of observed errors in what Bechtle is to manage or Maintain for the Customer under the Agreement. Bechtle will make every effort to resolve any observed or reported errors as soon as possible. Any further (performance) agreements in this respect may be enshrined in a service level agreement to be concluded separately.
- 8.5. The costs for Maintenance do not include costs incurred by Bechtle in the context of reinstallation, transport of the Hardware, replacement of consumables and parts of Hardware and resulting work. Bechtle is entitled to charge these costs separately to the Customer.
- 8.6. If it turns out that Bechtle has to carry out Maintenance or work as a result of or related to user errors by the Customer, improper use by the Customer, the Customer's failure to report faults in a timely manner, external factors and applications and the actions of third parties, Bechtle may charge an additional fee to the Customer.
- 8.7. In the event that the Customer, after Bechtle has collected and inspected the Equipment, waives a repair, Bechtle will return the Equipment unrepaid. Bechtle is entitled to charge costs incurred such as return, collection and inspection costs to the Customer.

#### Article 9. Confidentiality

- 9.1. Bechtle and the Customer will keep Confidential Information of the other Party strictly confidential and use it only for the implementation of the Agreement. If the Parties concluded a non-disclosure agreement, it will take precedence over the provisions in these General Terms and Conditions in the event of contradictions.
- 9.2. The receiving Party will ensure that Confidential Information receives the same level of protection against unauthorised

access or use as its own Confidential Information, but at least a reasonable level of protection.

- 9.3. The Parties will also impose the duties set out in this article on employees and any third parties engaged to whom the Confidential Information is provided.
- 9.4. The duties set out in this article do not apply in the case of information that:
  - a) is or becomes generally accessible to the public due to causes other than disclosure by the receiving Party in breach of the Agreement;
  - b) was already in possession of the receiving Party before it was disclosed to it by or on behalf of the providing Party;
  - c) is made available to the receiving Party on a non-confidential and lawful basis by a source other than the providing Party.
- 9.5. If a Party receives an order to surrender Confidential Information from a competent authority, it is entitled to do so. However, the providing Party will be informed of this disclosure duty no later than three (3) calendar days after becoming aware of the order.
- 9.6. The Parties remain bound by the confidentiality duties in these General Terms and Conditions during the Agreement and for five (5) years after its termination. The confidentiality of Residuals will remain guaranteed for seventy (70) years after the termination of the Agreement. In the event of a breach of the duties in this article, the Customer will be liable to pay liquidated damages of €25,000.00.

#### Article 10. Prices and payments

- 10.1. All prices quoted by Bechtle are in euros and exclusive of turnover tax and other levies imposed by the government, travel and accommodation expenses, telecommunication costs and shipping costs such as courier costs, postage and shipping materials.
- 10.2. Bechtle is entitled to pass on to the Customer any change in the objective factors affecting Bechtle's price, including purchase prices, exchange rates, import and export duties, insurance rates, freight rates, other levies or taxes.
- 10.3. All prices stated in catalogues and on the website are subject to price changes.
- 10.4. As of January 1, 2026, Bechtle will issue invoices exclusively in electronic form, in accordance with Belgian legal requirements.



Invoices will be issued using the structured format mandated by the authorities (such as Peppol or any other legally recognized format). The Customer expressly accepts the receipt of electronic invoices and waives the right to request paper invoices. The Customer undertakes to provide Bechtle with a valid electronic address (such as a Peppol ID or any other legally required identification method) and to notify Bechtle in writing of any changes in due time. Electronic invoices shall be deemed received at the time of dispatch by Bechtle, unless proven otherwise by the Customer. If the Customer fails to provide a valid electronic address in due time, Bechtle shall be entitled to send the invoices to the last known electronic address, without this affecting the Customer's payment obligation.

- 10.5. Prices may be increased by Bechtle with immediate effect in the interim due to changed rates of suppliers for Goods or Services which will be passed on proportionally to the Customer, without the possibility for the Customer to terminate the Agreement.
- 10.6. If Bechtle increases prices outside the cases described in this article, the Customer is entitled to terminate the Agreement in writing by and no later than the date on which the price increase takes effect.
- 10.7. The Customer is not entitled to set off any payment duty incumbent on the Customer against any claim against Bechtle on any account whatsoever.
- 10.8. Complaints regarding electronic invoices must be submitted in writing within 72 hours of receipt, which period shall be deemed a forfeiture deadline.
- 10.9. If the Customer fails to pay an invoice within the payment term, the Customer will be in default by force of law, without prior demand or notice of default being required. In such a case, Bechtle will be entitled to charge interest on the amount in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions from the due date until the date of full payment, as well as a fixed compensation for extrajudicial recovery costs, estimated at 10% of the invoice amount.
- 10.10. Late or incomplete payment of an invoice on the due date will cause all outstanding invoices, even if not yet due, to become payable immediately.
- 10.11. Bechtle is at all times entitled before delivering its Services and/or Goods or proceeding with the delivery, to require

sufficient advance payment or security for the fulfilment of the Customer's payment duties, whether or not in the form of a bank guarantee, surety or deposit, such that Bechtle is entitled to suspend further deliveries if the Customer does not comply with this requirement, also in the event that a fixed delivery time has been agreed, all this without prejudice to Bechtle's right to claim compensation for late fulfilment and/or non-fulfilment of the Agreement.

- 10.12. If Bechtle has good reason to fear that the Customer will fail to comply with its (payment) duties, Bechtle is entitled to take back the Goods delivered under retention of title as referred to in article 20.9 of these General Terms and Conditions. In that context, the Customer will grant Bechtle free access to its premises and/or building in order to enable Bechtle to exercise its rights. After repossession, the Customer will be credited for the market value less the reasonable costs of repossession, which will in no case exceed the original purchase price less the costs related to repossession.
- 10.13. Unless otherwise agreed in writing, a standard payment term of thirty (30) days from the invoice date applies to all deliveries – whether via the webshop or through other ordering channels. Bechtle reserves the right, depending on the nature of the order, the order amount, the customer's creditworthiness, or other relevant circumstances, to apply a different payment term, conduct a creditworthiness check (credit check), and/or require (partial) advance payment. The Customer will be informed in writing prior to the conclusion of the agreement if a different payment term is applied.

#### **Article 11. Advisory services and reports**

- 11.1. Bechtle will endeavour to ensure that all advice, information, data, reports and records provided under the Agreement are complete and accurate, but cannot give any guarantees in this respect and this accordingly implies a duty of best efforts. Bechtle will not be responsible for any error or incompleteness in any advice, information, data, reports or records where these are the result of information or instructions that Bechtle received from the Customer and on which Bechtle relied for the advice, information, data, reports or records.
- 11.2. Any advice, information, data, reports and records provided are intended for the



- Customer's own use only, unless agreed otherwise.
- 11.3. The Customer cannot invoke an error or defect in the report or advice if interim changes have occurred on the part of the Customer after the conclusion of the Agreement and have affected the report or advice in question.
  - 11.4. The Customer cannot invoke an error or defect in the report or advice after the Agreement between the Parties has been terminated.

## Article 12. Intellectual Property Rights

- 12.1. The Intellectual Property Rights to all Software and Materials and to all Goods and Services supplied, developed, provided or made available by Bechtle under the Agreement are vested in Bechtle or its licensors. The Customer must treat these items as well as the information contained therein, in particular know-how regarding the deliverables, as Confidential Information and not make them available to third parties.
- 12.2. The Customer is not entitled to make changes to the Materials and Goods provided by Bechtle under the Agreement.
- 12.3. The Customer is not allowed to remove or modify any indication of Intellectual Property Rights in Materials and Goods. It is also not permitted to remove indications of confidentiality from Materials and Goods of Bechtle.
- 12.4. The Customer is responsible for any Materials and Goods made available by it to Bechtle and guarantees that their use by Bechtle will not infringe any third-party rights. The Customer indemnifies Bechtle against third-party claims related to or arising from the aforementioned guarantee.
- 12.5. Bechtle is permitted to use the Customer's (trade and brand) name and distinguishing marks for promotional purposes.

## Article 13. Defects and liability

- 13.1. The duty to inspect Goods and/or Services delivered by Bechtle rests exclusively with the Customer.
- 13.2. No rights can be derived from the weight and/or dimensions of Goods. Bechtle will inform the Customer of this reasonably in advance, but does not guarantee any precise dimensions or weight of the Goods or results of the Services.
- 13.3. Visible defects in Goods or Services will be reported by the Customer to Bechtle at the time of delivery, on pain of acceptance by

the Customer. It is the responsibility of the Customer to check that the parcel is unopened and undamaged on delivery before signing for receipt. The Customer undertakes to refuse delivery if there is visible damage as a result of shipping and to report this on the transport documents.

- 13.4. Concealed defects in Goods or Services will be reported in writing by the Customer to Bechtle within a period of fourteen (14) calendar days following the time when the Customer may reasonably be expected to have discovered the hidden defect, on pain of acceptance by the Customer. The Customer will notify Bechtle of the complaint from an End User in writing immediately and no later than three (3) working days after receiving the complaint. In the absence of such notice, the Customer will be deemed to have accepted the Goods and Services.
- 13.5. No complaint regarding visible or hidden defects in the Goods or Services will entitle the Customer to withdraw from its payment duties. The Customer also waives its right to set-off.
- 13.6. In the absence of agreement between the Parties regarding the settlement of defects in Goods and/or Services, the Customer will bring a liability claim before the competent court within a period of three (3) months following the notifications referred to in Articles 13.3 and 13.44 at the latest, on pain of forfeiture of such claim.
- 13.7. With regard to the provision of Services by Bechtle, the following applies, barring intent or gross negligence on the part of Bechtle or its assigns:
  - (i) Bechtle's commitments qualify as best efforts commitments, unless expressly agreed otherwise;
  - (ii) Bechtle is only liable for foreseeable damage that is the immediate and direct consequence of an attributable shortcoming in the performance of the Service;
  - (iii) Bechtle will not be liable for unforeseeable damage or damage that is not the immediate and direct consequence of an attributable failure in the performance of the Service, including damage due to loss of turnover or profit, damage due to missed savings, damage due to the discontinuation or reduction of production or business operations, damage due to delay, damage to image, loss of goodwill or damage due to loss of data.



- (iv) Bechtle will not be liable for damage caused by its assigns;
  - (v) Bechtle will not be liable for damage resulting from force majeure or extraneous cause, including an act or omission by the Customer or its assigns;
  - (vi) Bechtle's liability, in addition to re-performing the defective Service free of charge, is in any case limited to the amount of the price paid by the Customer for performing the Service.
- 13.8. With regard to the delivery of Goods by Bechtle, the following applies, barring intent or gross negligence on the part of Bechtle or its assigns:
- (i) Bechtle is not a manufacturer or specialist seller of the Goods;
  - (ii) The contractual warranty granted by Bechtle to the Customer in respect of a Good will be equal to the warranty effectively granted to Bechtle by the manufacturer or specialist seller of the Good prior thereto, unless agreed otherwise in writing;
  - (iii) Bechtle's statutory indemnification duty for hidden defects in a Good is limited, given the nature of the Goods, to one (1) year from delivery of the Good;
  - (iv) Bechtle is only liable for foreseeable damage which is the immediate and direct consequence of a hidden defect in a Good;
  - (v) Bechtle will not be liable for unforeseeable damage or damage that is not the immediate and direct consequence of a hidden defect in a Good, including the damage referred to in article 13.7 (iii)
  - (vi) Bechtle will not be liable for damage due to a hidden defect in the Good that is the result of force majeure or extraneous cause, including an act or omission of the Customer or its assigns;
  - (vii) Bechtle will not be liable for damage due to a hidden defect in a Good caused to goods or persons of the Customer or caused to third parties, for which the Customer will indemnify Bechtle.
  - (viii) Bechtle's liability for damage due to a hidden defect in a Good is, in addition to redelivering the Good free of charge, in any case limited to the amount of the price paid by the Customer for the Good;
  - (ix) Bechtle will not be liable for any damage due to incorrect use of the Good by the Customer or the End User or for use contrary to Bechtle's instructions;
- 13.9. The Customer indemnifies Bechtle against any third party claims arising from a breach of the Agreement by the Customer.
- Article 14. Force majeure**
- 14.1. Bechtle cannot be held to fulfil any duty under the Agreement if fulfilment is prevented due to force majeure. Bechtle also cannot be held liable for any resulting damage.
- 14.2. Force majeure will mean an unforeseeable, unavoidable event occurring beyond the Parties' control, which makes the implementation of the Agreement temporarily impossible for one of the Parties. Force majeure includes: Fire, war, terrorist attacks, unforeseeable unfavourable weather conditions, force majeure of Bechtle's suppliers, lack of raw materials, operational disturbances at Bechtle or its suppliers, defectiveness of items, equipment, software or materials of third parties, the use of which has been prescribed to Bechtle by the Customer, government measures, failure of Internet data network or telecommunication facilities, the unavailability of third party servers, hacking, malware, (d)dos attacks, malware attacks, electricity failure, strike, epidemic, pandemic, devaluation, lack of personnel, import and export impediments, sudden increase of import duties and excise duties and/or taxes, import and export restrictions, failure to obtain necessary permits and others
- 14.3. If Bechtle is prevented by Force Majeure, it will notify the Customer within three (3) working days of becoming aware of the Force Majeure. Where appropriate, it will have the right to perform the agreed work in whole or in part or, if it is unable to deliver the Goods and Services (on time), to suspend the implementation of the Agreement without judicial intervention or to consider the Agreement as dissolved in whole or in part, at its discretion, without being liable for any compensation or guarantee. In the event of suspension, Bechtle is only required to resume its commitments as soon as reasonably possible.
- 14.4. To the extent that, at the time when force majeure occurs, Bechtle has already partially fulfilled its duty under the



Agreement or has incurred costs to be able to fulfil it, and independent value can be attributed to the part already fulfilled or to be fulfilled respectively, Bechtle will be entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Customer is required to pay this invoice.

#### Article 15. Recruitment of staff

- 15.1. As long as the Agreement continues, as well as for one (1) year after its expiry, the Customer is not allowed to directly or indirectly approach employees of Bechtle involved in the Agreement, whether employed or not, for the purpose of recruitment, without Bechtle's written consent.
- 15.2. The Customer is expressly prohibited from recruiting employees who are directly or indirectly entrusted with the performance of the Services mentioned in the Agreement and/or employees associated with companies belonging to the same group, and/or from having assignments performed for its account through subcontracting or in any other way, even if such demand was initially initiated by the employee concerned itself.
- 15.3. In this context, employees of Bechtle will mean persons who are employed by Bechtle or by one of Bechtle's affiliates or who were employed by Bechtle or by one of Bechtle's affiliates less than one (1) year prior to the termination of the Agreement, regardless of the reason.
- 15.4. Should the Customer breach the provisions of this article, it will be liable to pay Bechtle, by force of law and without any notice of default or judicial intervention being required, an indemnity estimated in joint consultation between the Parties at a lump sum of €75,000 (seventy-five thousand euros) per established breach, without prejudice to the right to prove higher damage in addition and to claim additional compensation.

#### Article 16. Duration and termination

- 16.1. An Agreement under a defined one-off project will terminate by force of law on completion of that project.
- 16.2. The term of any term agreement will be set out in the Agreement. If no term is specified therein, it will be deemed to have been concluded for a definite term for an initial period of twelve (12) months.

- 16.3. If the Agreement was concluded for a fixed term, it will be tacitly renewed for the same term each time after the initial term.
- 16.4. If the Agreement has been concluded for a definite term, it may be terminated by either Party by giving one (1) month's notice in writing towards the end thereof.
- 16.5. If the Agreement is concluded for a definite term, neither Party is allowed to terminate the Agreement in the interim, except for the situations described in this article.
- 16.6. If the Agreement is concluded for an indefinite term, it may be terminated by either Party at any time by giving six (6) months' notice in writing.
- 16.7. The Parties may immediately terminate the Agreement in writing, without notice of default being required, if:
  - a) the other Party breaches one or more of its duties under the Agreement, and fails to remedy such breach within a period of ten (10) calendar days following a written notice to that effect;
  - b) bankruptcy of the other Party is filed or bankruptcy is granted to that other Party;
  - c) the activities of the other Party are terminated or the business of the other Party is liquidated; or
  - d) part of the other Party's assets are seized.
  - e) A change of control occurs on the part of a Party within the meaning of Article 1:14 of the Companies and Associations Code.
- 16.8. In the event that the Agreement is terminated, Bechtle's claims against the Customer are immediately due and payable.
- 16.9. If the Agreement is terminated before the agreed Services were fully performed or the Goods were fully delivered, the Customer will remain liable for the amounts already invoiced and no duties to undo them will arise.

#### Article 17. Changes

- 17.1. Bechtle is entitled to amend (parts of) these General Terms and Conditions in the interim. Any changes will be notified by Bechtle to the Customer at least one (1) month in advance.
- 17.2. If a change to the General Terms and Conditions announced by Bechtle negatively affects the Customer's position, the Customer may object to it in writing, stating reasons, before the relevant change comes into force. In the event of an



- objection, Bechtle may reconsider the change and decide to withdraw it in whole or in part.
- 17.3. If Bechtle decides to implement the change despite the Customer's objection, the Customer has the right to terminate the Agreement in writing by, and at the latest until, the date on which the change takes effect.
- 17.4. If the Customer does not object to the intended change in writing, giving reasons, within seven (7) calendar days of Bechtle's announcement, the Customer is deemed to agree to the change.

#### **Article 18. Choice of law and legal venue**

- 18.1. The Agreement and these General Terms and Conditions are governed exclusively by Belgian law.
- 18.2. Any disputes arising out of or related to the Agreement will be submitted to the Companies Court of the jurisdiction to which the relevant Bechtle entity belongs.
- 18.3. The applicability of the Vienna Sales Convention is expressly excluded.

#### **Article 19. Other provisions**

- 19.1. Agreement to a third party without the written consent of the other Party.
- 19.2. Notwithstanding the above, Bechtle is entitled to assign its rights and duties under the Agreement without consent to a parent, sister or subsidiary company or to a third party taking over the Goods and Services or the relevant business activities of Bechtle. Bechtle will inform the Customer as soon as possible if such a transfer has taken place.
- 19.3. Unless expressly agreed otherwise with Bechtle, all Goods or Services ordered by the Customer are exclusively intended for the Customer's own internal use and not for resale. If the Customer occasionally wishes to sell a Service or Good to another person, the Customer must request written permission from Bechtle to do so.
- 19.4. If any (partial) provision in the Agreement is found to be void, voidable or otherwise invalid, this will not affect the validity of the remainder of this provision or the entire Agreement. In this case, the Parties will adopt (a) new (sub)provision(s) to replace the original (sub)provision(s), which will give shape to the intention of the original (sub)provision as much as is legally possible.
- 19.5. For the purposes of the Agreement, in addition to notices of default, written also includes communication by non-automated email provided that the identity of the

- sender and integrity of the content are sufficiently established, except for rescission or termination of the Agreement.
- 19.6. Bechtle's records and log files will constitute authentic proof, subject to evidence to the contrary from the Customer.
- 19.7. Bechtle respects the privacy of its Customers. Bechtle processes and protects personal data in accordance with the relevant legal requirements and in accordance with its privacy statement.

## **Chapter 2. Delivery of Goods**

*The provisions in this section "Delivery of Goods" relate to delivery of Goods, including Hardware (whether or not through an Online shop), and related Services that Bechtle may perform for the Customer.*

#### **Article 20. Purchase of Goods**

- 20.1. The Parties may agree that the Customer will purchase Goods from Bechtle. Only if the Agreement relates to the purchase of Goods, will the conditions described in this article apply to it.
- 20.2. After the conclusion of the Agreement, Bechtle will make every effort to deliver the Goods to the Customer in accordance with the Agreement. Risk of loss, theft or damage to the Goods will pass to the Customer "Ex Works" (Incoterms 2020) at the time the Goods are available for collection by the Customer. If it is agreed that Bechtle will also be responsible for the transport of the Goods, this will not affect the transfer of risk.
- 20.3. Bechtle will in principle deliver the Goods to the address of the Customer's company known to Bechtle at the agreed price.
- 20.4. If the Parties so agree, Goods may also be delivered to another address or specific location at the Customer's premises or to an End User's address. Additional fees may be charged by Bechtle for this.
- 20.5. If the Customer refuses Goods to be delivered by Bechtle, fails to collect them at an agreed pick-up time, provides incorrect information about the delivery address and/or delivery of Goods is not possible due to other reasons attributable to the Customer, Bechtle is entitled to store the Goods at the Customer's risk. Costs for (external) storage of Goods will be borne by the Customer. If the relevant Goods have not been collected or delivered to the Customer within three (3) months, Bechtle is also entitled to cede or sell the Goods to third parties.



- 20.6. The Customer will inspect the delivered Goods and check for any visible defects no later than the time of delivery. If the Customer observes any damage or other defects, the Customer must report this to Bechtle in writing without delay. When reporting, the Customer must give sufficient reasons for the damage or defects and send sufficient evidence to Bechtle to assess the validity of the report.
- 20.7. If the Customer does not report any damage or defect to Bechtle within the period referred to in the previous paragraph, the Goods will be deemed to have been delivered without damage and defects and any visible defects will be deemed to have been accepted.
- 20.8. If Bechtle delivers the Goods without packaging material at the Customer's request, this will be at the Customer's risk and Bechtle will never be liable for transport damage.
- 20.9. All Goods delivered by Bechtle to the Customer remain the property of Bechtle until the Customer has paid the full amount due for them. The Customer will be liable to Bechtle for the risk of damage, loss or destruction of the Goods. The Customer is not entitled to resell, pledge or otherwise encumber the items subject to retention of title and acknowledges that they may not be processed, encumbered, sold or leased before payment in full to Bechtle. The Customer acknowledges that the installation of the Goods does not amount to immovable property by purpose of use or incorporation. Should the Customer be informed of an attachment or other protective measure that a third party is asserting against the Goods, the Customer will notify Bechtle immediately, but no later than within twenty-four (24) hours. Where appropriate, Bechtle is entitled to recover the Goods from the Customer at the Customer's expense. If the Goods are still seized or processed, the Customer will transfer all claims in respect thereof to Bechtle. In the absence of full payment, Bechtle is entitled to take back the Goods from the Customer subject to crediting the part paid by the Customer offset by the collection costs borne by the Customer.
- 20.10. All equipment, Software and other Materials to be used by Bechtle in the provision of services will remain the property of Bechtle, even if the Customer pays a fee for their development by Bechtle.
- 20.11. The Customer is explicitly not authorised to have Maintenance or repairs performed by

third parties on Hardware delivered by Bechtle which is (still) subject to Bechtle's property (reservation of title).

- 20.12. The Customer will notify Bechtle immediately if a third party wishes to establish or enforce rights or wishes to seize the Goods subject to retention of title as referred to in the previous paragraph. The Customer hereby grants Bechtle (or third parties designated by Bechtle) unconditional and irrevocable permission, in such case, to enter all those places where Bechtle's property is located and to repossess those items.

#### Article 21. Hire and leasing of Goods

- 21.1. The Parties may agree that the Customer hires or leases Goods from Bechtle. Only if the Agreement relates to the hire or lease of Goods, will it be subject to the conditions set out in this article.
- 21.2. After the conclusion of the Agreement, Bechtle will make every effort to make the Goods available to the Customer in accordance with the Agreement. The risk of loss, theft or damage to the Goods will pass to the Customer at the time the Goods are made available by Bechtle for collection.
- 21.3. Bechtle grants the Customer for the duration of the Agreement or if a different hire or lease period has been agreed for the duration of the agreed hire or lease period, the right to use the Goods in accordance with the conditions in this chapter and any additional conditions agreed by the Parties.
- 21.4. The Customer will only use the Goods for the purposes for which the Goods are, by their nature, intended, and in doing so will carefully follow any instructions provided by Bechtle and/or the manufacturer.
- 21.5. The Customer is not allowed, without Bechtle's prior explicit and written consent, to transfer, sublet, pledge or otherwise encumber the Goods.
- 21.6. The Goods are deemed to have been delivered undamaged, unless the Customer not later than at the time of delivery informs Bechtle in writing and with adequate grounds that the Goods are damaged.
- 21.7. Only Bechtle is entitled to manage the Goods and to carry out Maintenance or any other form of maintenance or modification of the Goods.
- 21.8. In case the Customer makes changes to the Goods without Bechtle's prior explicit consent, the Customer is required to reimburse the costs incurred by Bechtle for the purpose of rectifying errors, problems or otherwise.



- 21.9. The Customer will keep the Goods adequately insured (at its own expense) during the term of the Agreement against, in particular, fire, water damage and theft. The Customer will provide proof of this to Bechtle at its first request.
- 21.10. Loss, theft or damage of the Goods will not affect the agreed payment duties of the Customer. Any costs for repair or replacement of the Goods will be borne by the Customer.
- 21.11. In the event of loss, theft or damage to the Goods, the Customer is required to notify Bechtle of this in writing without delay. In such a case, Bechtle will endeavour to repair or replace the Goods (or have them repaired) within a reasonable period of time at the expense of the Customer. Bechtle is also entitled to recover all its damage and costs resulting from the loss, theft or damage from the Customer.
- 21.12. If a third party wishes to attach the Goods, create rights to them or liquidate rights to the Goods, the Customer will immediately inform Bechtle of this in writing. The Customer hereby unconditionally authorises Bechtle, in such case, to enter all places where the Goods are located and to take them back.
- 21.13. On termination of the agreement to lease or rent the Goods, the Customer will be given the option to return the Goods or purchase them for the balance of their value. For this purpose, the Parties will conclude a special agreement.

#### **Article 22. Hardware installation and configuration**

- 22.1. The Customer will itself be responsible for installing and configuring Hardware delivered by Bechtle after delivery, unless the Parties agree that Bechtle will install and/or configure it. In doing so, the Customer must strictly follow all instructions given by Bechtle and any instructions or documentation supplied with the Hardware.
- 22.2. If agreed, Bechtle will install and/or configure the Hardware at a location and in a manner specified in the Agreement. Bechtle is entitled to refuse the installation and/or configuration of Hardware at a particular location if, in its professional opinion, the location is not possible or the proper functioning of the Hardware at the location in question cannot be guaranteed.
- 22.3. Bechtle is entitled to use third parties for the purpose of installing and/or configuring the

Hardware as referred to in the previous paragraph.

- 22.4. The Customer will allow Bechtle or the third party or parties used by Bechtle access to the designated location and provide the necessary cooperation for the installation and/or configuration of the Hardware.
- 22.5. The Customer remains responsible for proper power supplies, network connections, security measures and other contingencies. If the reasonably necessary facilities are not available, Bechtle may not be able to carry out a correct and complete installation and/or configuration. Where applicable, the Customer will not be able to hold Bechtle liable for non-compliance with its duties or any delay in compliance.
- 22.6. If the Parties agree on results, deadlines or time limits and Bechtle is (partly) dependent for the correct fulfilment thereof on cooperation from or the fulfilment of specific agreed conditions by the Customer, Bechtle will never be liable for the failure to meet these results, deadlines or time limits if this is (partly) the result of the Customer's failure to cooperate or fulfil the agreed conditions.

#### **Article 23. Guarantees on Goods**

- 23.1. The Customer accepts that the Goods contain only the functionality and other properties as found by the Customer at the time of delivery ("as is"). The Goods delivered by Bechtle are only covered by the guarantee given by the manufacturer, unless additional guarantees are explicitly given in the Agreement. Information on the manufacturer's warranty is available on request from Bechtle.
- 23.2. If the Parties agree to specific warranties, these will not apply to damage or defects (1) resulting from improper use or use contrary to normal prudent use by a reasonably prudent the Customer or End User, (2) not related to the defectiveness of the materials used and/or the manufacture, (3) resulting from improper storage or keeping of the Goods or (4) resulting from climatic or other influences.
- 23.3. Claims by the Customer under this article will not affect the Customer's payment duties to Bechtle. The Customer waives its right to compensation.

#### **Article 24. Return**

- 24.1. Returning purchased Goods is only possible with Bechtle's prior written consent. Consent to return by Bechtle never implies any acknowledgement of liability.



- 24.2. If the Customer returns delivered Goods – which do not show any defects – to Bechtle, the Customer will have to pay compensation to Bechtle in the amount of 10% of the invoice amount, with a minimum of €60.00. In the event of defective delivery of the Goods by Bechtle, no compensation will be due. A return request must be made within three (3) calendar days of delivery, except for smartphones which must be requested within forty-eight (48) hours. After assignment of an RMA number (return merchandise authorisation), the Goods must be in Bechtle's possession within five (5) calendar days at the latest, with mandatory mention of this number. Returns without an RMA number, order confirmation or invoice number, unstamped, cash on delivery, opened, damaged and/or incomplete will be refused by Bechtle. Special orders, individual configurations, software, projection equipment, furniture & safes, memory modules and the items indicated in our online shop are excluded from returns.
- 24.3. Rented or leased Goods will, if the Agreement expires or is terminated, be collected by Bechtle as soon as possible.
- 24.4. The Customer is required to return Goods to Bechtle in undamaged condition, barring normal wear and tear of the Goods. If Bechtle observes that the Customer has made changes to the Goods without Bechtle's written consent or the Goods are damaged, any costs for replacement or repair will be borne by the Customer.
- 24.5. Any costs associated with returns will be borne by the Customer.

### **Chapter 3. Supply of Software**

*The provisions in this chapter "Supply of Software" relate to the supply of Software and related Services by Bechtle to the Customer.*

#### **Article 25. Licence**

- 25.1. If specific Software is provided by Bechtle to the Customer under the Agreement, the Customer will only acquire the non-exclusive, non-transferable and non-sublicensable rights of use arising under the Agreement or otherwise granted in writing by Bechtle. The Agreement is in no way intended to transfer any Intellectual Property Rights in the Software to the Customer.
- 25.2. If a software licence is sold or delivered by Bechtle to the Customer, the Customer is required, unless agreed otherwise in writing,

to conclude this licence agreement directly with the licensor. Bechtle will at no time become a party to such a licence agreement. The Customer will indemnify Bechtle against any damage and negative consequences that Bechtle might suffer as a result of the Customer's non-compliance with such licence agreement.

- 25.3. Unless agreed otherwise, the right to use Software will only apply for the duration of the Agreement and the right of use will only cover the use of the Software by one person on one device.
- 25.4. Costs for any updates and upgrades of the Software are not included in the Agreement, unless their provision is explicitly part of the agreed Services.
- 25.5. The Customer is not entitled to make changes to the Software provided by Bechtle under the Agreement.
- 25.6. The Customer is not entitled to a copy of the source code of the Software and it is expressly forbidden to retrieve it by means of reverse engineering, decompilation or similar methods.
- 25.7. Bechtle (or its supplier) may take (technical) measures to protect provided Software. If Bechtle (or its supplier) has taken such security measures, the Customer is not allowed to circumvent or remove such security.

#### **Article 26. Software implementation and installation**

- 26.1. If the Parties have agreed that the Software is to be implemented or installed by Bechtle, Bechtle will take care of this in accordance with what is provided in the Agreement in this respect.
- 26.2. When implementing or installing the Software, the Customer will provide all necessary cooperation and comply with Bechtle's reasonable requests. Bechtle will deliver the Software to the Customer after implementation and/or installation.
- 26.3. If the Parties agree on results, deadlines or time limits and Bechtle is (partly) dependent on cooperation from, obtaining information or fulfilling specific agreed conditions by the Customer for the correct fulfilment thereof, Bechtle will never be liable for not meeting these results, deadlines or time limits if this is (partly) the result of the Customer's failure to cooperate or fulfil the agreed conditions.

#### **Article 27. Guarantees on Software**

- 27.1. The Customer accepts that the Software only contains the functionality and other

- properties as the Customer finds them at the time of delivery ("as is"), accordingly with all visible and hidden errors and defects.
- 27.2. The Customer itself must check the calculations or processing of the Client Data made by means of the Software. Bechtle does not guarantee that all calculations and/or processing will be error-free at all times. Bechtle is, furthermore, not liable for any loss of the Client Data after introduction into the Software if it is the result of a defect that was not timely reported to Bechtle.
- 27.3. Claims by the Customer based on a warranty on Software will not affect the Customer's payment duties to Bechtle. The Customer waives its right to compensation.

#### **Chapter 4. Hosting and cloud services**

*The provisions in this section "Hosting and Cloud Services" relate to the Services in the field of hosting and cloud services, which may also include hosting of Online shops, that Bechtle can perform for the Customer.*

##### **Article 28. Access on the Service**

- 28.1. An Account may be required to facilitate the Customer's access to the Services. If the Agreement so requires, Bechtle may create an Account for or on behalf of the Customer (and if necessary End Users) and provide login details (username and password). The Customer will itself be liable for the security of the account through the use of a strong password policy, two-factor authentication, etc. Bechtle will not be liable for any damage or negative consequences due to unauthorised access to the account.
- 28.2. All login details of the Customer (and its End Users) are strictly personal and may not be shared with any other person. These login details should be treated as being Confidential Information.
- 28.3. Bechtle may assume that everything that happens from the Accounts for which it has provided login details to the Customer is done under the Customer's direction and supervision.
- 28.4. If login details of an Account are lost or leaked, the Customer will immediately take all measures reasonably necessary and desirable to prevent misuse of the Account. The Customer will also immediately notify Bechtle so that any additional measures can be taken to prevent misuse of the Account and/or the Services.

- 28.5. If the Service is linked to the Customer's own system by means of an API link (Application Programming Interface), Bechtle will provide the Customer with an API key. The Customer will itself be responsible for the implementation of the API link, unless the Parties agree otherwise. Furthermore, the Customer must use the API key only for the Customer's use of the API. Without Bechtle's written consent, third parties may not use the API key. Bechtle may provide the Customer with a new API key following changes to the Services or Maintenance.
- 28.6. The Customer will indemnify and compensate Bechtle for any damage or negative consequences suffered by Bechtle as a result of unauthorised access.

##### **Article 29. Usage rules**

- 29.1. The Customer gives an undertaking that the Services will not be used by it or its End Users for activities that violate any applicable laws or regulations. In addition, it is expressly prohibited (whether lawful or not) to offer, upload or distribute through the Services any Materials that:
- a) contain malicious content (such as malware or other malicious software);
  - b) infringe third-party rights (such as Intellectual Property Rights) or are unmistakably defamatory, libellous, insulting, discriminatory or hateful;
  - c) constitute a breach of the privacy of third parties, including at least but not exclusively the dissemination of personal data of third parties without any basis;
  - d) contain hyperlinks, torrents or references to (sources of) Materials that infringe copyright or other Intellectual Property Rights; or
  - e) contain child pornography, bestiality pornography or animations thereof or are manifestly intended to help others find such Materials.
- 29.2. The Customer will refrain from obstructing other customers of Bechtle or causing damage to Bechtle's systems and networks or others. It is prohibited to start up processes or programmes which the Customer knows or should reasonably suspect will hinder or damage Bechtle or others.
- 29.3. If, in the opinion of Bechtle, a nuisance, damage or other danger arises to the functioning of the systems or networks of Bechtle or third parties, Bechtle is entitled,

without prior notice of default and with immediate effect, to take all measures it reasonably considers necessary to avert or prevent such danger.

- 29.4. Bechtle may charge the costs reasonably necessary associated with the measures referred to in the previous paragraph to the Customer if the hazard is caused by the Customer or its End User(s) or is specifically targeted at the Customer's systems.

#### **Article 30. Notice-and-take-down**

- 30.1. If Bechtle observes or it is brought to its attention by a third party that unlawful Materials are stored or distributed by the Customer using the Services or the Customer is otherwise acting unlawfully or in breach of the Agreement by using the Services, Bechtle may, without prior notice of default and with immediate effect, block access to the relevant Materials and/or Services or remove the relevant Materials, without having to make a backup. Bechtle will endeavour not to touch any other Materials in the process and will inform the Customer of the measures taken as soon as possible. Bechtle will ensure that the Customer is aware of which Materials are considered unlawful by Bechtle and can be removed as well as how the Customer can submit complaints or requests for clarification in this respect.
- 30.2. Bechtle is entitled to hand over the name, address and other identifying data of the Customer and/or End Users to a third party who complains that the Customer and/or the relevant End User is infringing its rights, provided that the applicable requirements arising from the law and case law for this purpose are met.
- 30.3. Bechtle aims to act as carefully and adequately as possible following complaints about the Customer and/or End Users, but is not liable for any damage resulting from the measures taken according to this article.
- 30.4. The Customer will indemnify and compensate Bechtle for any use by an End User that violates the Agreement or the General Terms and Conditions. Bechtle will not be liable for the actions of the Customer or End User on the platform.

#### **Article 31. Usage limits**

- 31.1. Bechtle may set limits to the capacity (such as the amount of data traffic, data storage, power, computing power, et cetera) that the Customer may or actually can use

through the Service. If the Parties have not agreed on this, a limit based on fair use will apply.

- 31.2. Fair use exists if the Customer uses a maximum of twice as much capacity as other Bechtle customers do in a similar situation.
- 31.3. If Bechtle determines that the Customer breaches the fair use policy described in this article or the agreed usage limits, Bechtle is entitled to charge reasonable costs for this or, after prior warning to the Customer, to restrict access to or use of the Service.
- 31.4. Bechtle accepts no liability in the event of the Services not functioning correctly if Bechtle finds that the Customer does not comply with the fair use policy or the agreed usage limits.

#### **Article 32. Availability and backups**

- 32.1. Bechtle will endeavour to achieve uninterrupted availability of the Services, but will only offer guarantees in this respect if agreed in an additional service level agreement.
- 32.2. Only if this has been agreed in the Agreement or service level agreement will Bechtle regularly make backup copies (backups) of the Client Data stored by the Customer on Bechtle's systems, and make these available to the Customer on request, for a fee.

#### **Article 33. Maintenance**

- 33.1. Bechtle or its subcontractor will perform Maintenance on the Services.
- 33.2. Performing Maintenance may result in temporary or limited use of the relevant Services. If Bechtle anticipates that specific Maintenance will result in full or partial unavailability, Bechtle will endeavour to carry out the work at times when the use of the Services is limited. Under no circumstances may Bechtle be held liable for any negative consequences resulting from full or partial unavailability due to Maintenance.
- 33.3. Bechtle will make every effort to give the Customer advance notice of planned Maintenance, if possible.
- 33.4. Bechtle is not required to provide Maintenance, Support or assistance in respect of old versions of software for which an update has already been rolled out.
- 33.5. If the Customer reports a fault or defect to Bechtle, it will only be dealt with if the defect is demonstrable and reproducible.



- 33.6. Bechtle may modify the functionality of the Service from time to time. In doing so, the Customer's feedback and suggestions are welcome, but Bechtle is entitled not to implement the adjustments if it has reasonable grounds for doing so. Bechtle will endeavour, but is not required to do so, to give at least two (2) working days' notice that updates will be implemented. The Customer cannot claim an announced update which was not performed due to circumstances.

#### **Article 34. Client Data**

- 34.1. The Customer shall have the right, at all times, both during and after the term of the agreement, to free access to all data ("Customer Data") generated, provided, and stored by the Customer or the End User through the Goods or Services, in a commonly used, structured, and machine-readable format.
- 34.2. Bechtle shall, upon the Customer's first request, make the Customer Data available within a reasonable period and without undue obstacles. This right also applies after termination of the agreement, for a minimum period of 6 months.
- 34.3. Bechtle may only charge reasonable costs for the actual technical operations required to make the data available and shall communicate these costs transparently in advance.
- 34.4. Bechtle shall not delete or render Customer Data inaccessible without prior written notice to the Customer and granting a reasonable period to retrieve the data.
- 34.5. Restrictions on the use, transfer, or sharing of Customer Data by the Customer are not permitted unless necessary to comply with legal obligations or to protect trade secrets and third-party confidentiality, and provided such restrictions are expressly and duly justified in the agreement..

### **Chapter 5. Recycling services**

*The provisions in this chapter "Recycling Services" apply if Bechtle performs Services in the field of resale, recycling and disposal of Hardware and destruction of data for the Customer.*

#### **Article 35. Collection, recycling and destruction**

- 35.1. Bechtle will inventory and inspect the Hardware after the conclusion of the Agreement. Based on the inspection, Bechtle will categorise the Hardware based

on suitability for i.) buyback and resale, ii.) recycling/destruction and iii.) reuse.

- 35.2. If, at Bechtle's discretion, the Hardware is eligible for buyout and resale by Bechtle, Bechtle may make the Customer an offer for a one-off payment for taking over the Hardware from the Customer or agree with the Customer a percentage of the sale price to which the Customer is entitled when Bechtle sells the Hardware.

#### **Article 36. Disposal of Hardware**

- 36.1. Bechtle will collect the Hardware to be disposed of from the Customer or may request the Customer to deliver the Hardware at its own risk and expense to an address designated by it. From the moment of physical transfer of the Hardware from the Customer to Bechtle, the Hardware becomes the property of Bechtle.
- 36.2. The Customer is not allowed to place or have placed outside the Customer's company the Goods which, due to their nature, are not suitable for outdoor use or can be used outside the Customer's company.
- 36.3. The Customer gives an undertaking that the Hardware does not contain any hazardous, polluting or harmful waste, such as chemical waste, toxic, corrosive, explosive or radioactive substances, as well as other substances that may be hazardous to humans and the environment.
- 36.4. If Bechtle decides (on site) that the Hardware and/or specific substances or materials are not suitable for disposal by Bechtle or are offered for disposal by the Customer in contravention of the previous paragraph, Bechtle is at all times entitled to refuse the Hardware, substances or materials in question.
- 36.5. Only if the Parties have expressly agreed so will Bechtle dispose of packaging materials from the Customer.

#### **Article 37. Data on the Hardware**

- 37.1. To the extent not agreed otherwise between the Parties, the Customer will itself be responsible for making any necessary backups and copies of data stored on the Hardware as well as the security of data stored on the Hardware. Bechtle will not be liable for removal of data stored on the removed Hardware.
- 37.2. Unless the Parties agree otherwise, Bechtle will not be liable for loss of data stored on the removed Hardware and the Customer will itself be responsible for removing data

stored on Hardware before it is made available to Bechtle.