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HYDAC FILTERTECHNIK GMBH  
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## Special Conditions of Purchase for Software Products

### I. Field of application and supplementary provisions

The contract entered into between us and the contractor shall be subject to our general Terms and Conditions of Purchase.

The following Special Conditions of Purchase for Software Products shall supplement our general Terms and Conditions of Purchase and, in the event of any deviations, shall prevail over these.

Any alternative or additional terms and conditions, especially those contradicting these terms and conditions will not be accepted.

### II. Subject of the contract

Subject of the contract shall be the transfer of software products as well as the transfer of usage rights of software products (hereinafter referred to as "software").

### III. Payment

Payment must be effected after the acceptance of the software (see clause V) has been made.

### IV. Transfer of the software

1. The contractor will transfer the software to us together with the associated source codes and the associated documentation. The source code and the documentation must be handed over to us before the acceptance of the software.
2. The documentation shall describe the processes of the software in verbal and graphic form and shall enable us to handle and service the software easily. It shall describe all details necessary for the understanding of the software in a comprehensive and comprehensible way. Moreover, the extent and content-related constitution of the documentation are determined according to our specifications.
3. As far as it is necessary that the contractor will use his own hard- or software at or on our systems and networks, or will connect his systems electronically with our systems and networks, this must only be done in compliance with the Informationsmanagement-System (ISMS) of the German Bundesamt für Sicherheit in der Informationstechnik (German Federal Office of Security in the Information Technology) according to the currently valid version and after previous written permission by us.
4. The software delivered to us must not undertake any automatic and/or unknowledgeable transfer of dates, in particular information about registration or data of configuration of us or our systems to the contractor or other third parties without the previous written permission explicitly given by us.

### V. Acceptance

1. After the orderly completion of the software the contractor has to declare readiness for acceptance to us, and to hand over all documents which form part of the subject of the contract. After the readiness for acceptance is declared a test run with our staff and under the responsibility and at risk of the contractor can be demanded to prove the complete functional capability. The test run will begin after written consent between the contractor and us, whereas the time of the test run is not necessarily to be fixed subsequently to the declaration of readiness for acceptance. The process and the results of the test run will be documented by us in a production log, which must be signed by both parties. The termination of the test run is not regarded as the acceptance of the contract works of the contractor. The performance will only be accepted when an additional acceptance report is exemplified. We are entitled to refuse the acceptance due to defects or incompleteness until remedy of the aforementioned.
2. In case of partial performance, even if this is already accepted, the acceptance of the software will only be effected with the acceptance of the overall performance.

### VI. Content of the performance

1. From the point of time of their origin we are entitled to make use of the copyrights and rights of use for the software, gained within the framework of the execution of the contract by the contractor, in order to exploit them for an unlimited time and economically on an exclusively worldwide level; therein included shall be the right of issuing licences.
2. As far as the copyrights are capable of being subject to intellectual property rights we are entitled to register industrial property rights on them in the domestic market and abroad on our own behalf and on our own account and/or to assign them to third parties. For this purpose the contractor will provide us with all necessary information and support us in the execution of the application for industrial property rights against reimbursement of the costs incurred. The contractor will, in an unlimited way,

utilize inventions, capable of being legally protected, and made by the employees of the contractor during the execution of the order; the aforementioned will be effected by a declaration to the respective inventor and will be transferred to us on demand by payment of the statutory workers compensation. Moreover the transfer of the industrial property right by the contractor shall be satisfied by payment of the agreed reimbursement for the software.

3. As far as copyrights for the software of the contractor do already exist the contractor shall grant us the exclusive, irrevocable, transferable, temporally, locally and contentwise unrestricted right, which can be sublicensed, to use these work results for all known kinds of use, particularly to reproduce, distribute, certificate, publicly express them or make them accessible, as well as to change them arbitrarily or to process them. The entitlement of a usage right shall be satisfied by the agreed payment for the software.
4. The intellectual property rights and usage rights also encompass the source codes appropriate to the software and the appropriate documentation.
5. The contractor remains authorized to continue furthermore with the application of the standard programmes, instruments, used by him for the drafting of the performance results, as well as the know-how, brought by him; this shall also be valid for orders of third parties. Any complete or partial reproduction, adaptation or any other use of the performance results and solutions, developed for us, is not allowed for the contractor.

### VII. Liability for defects of title

1. The contractor guarantees, that the service to be rendered by the contractor shall be free of third party intellectual property rights and other defects of title. In the case of infringement, the contractor shall, on first demand, exempt us from all claims which third parties try to claim against us due to an infringement of the intellectual property right. The contractor, on first demand, is obliged to make up for all the damages we suffered by this, judicial and extrajudicial expenses are to be included. Aside from that and in case of an infringement the contractor shall be liable to provide us with the necessary licenses at his own expense.
2. Moreover the contractor is liable for defects of title according to the legal provisions. The right of compensation for damages, particularly of compensation for damages instead of service, remains expressly reserved.

### VIII. Liability for material defects

1. The contractor assures that all the subjects of the order, delivered and produced by him, comply with the legal regulations as well as the current rules of technology.
2. The contractor guarantees that the software is handed over in a condition free of defective programmes (f. ex. computerviruses, Trojans).
3. The period of warranty begins on the day of our acceptance. In the case of partial performances, even if these are accepted, the period of warranty only begins with the acceptance of the overall performance.
4. Measures taken at the software within the framework of warranty must be immediately recorded by the contractor in the source code and the documentation. A copy of the most updated version shall be sent to us immediately.

### IX. Programme maintenance

On our demand the contractor shall conclude an agreement with us concerning the maintenance of the programmes left over to us for the period after the expiration of the statutory period of limitation for claims of rectification of defects.

### X. Subcontractors

The contractor is only allowed to appoint subcontractors on our written consent. The consent neither restricts the obligations of the contractor nor does it constitute rights of the subcontractor. The contractor is committed to award compensation for all damages and to pay all the costs resulting from the violation of this commitment.

### XI. Termination

In case of termination of the contract for good cause due to a violation of the contract by the contractor the work performed will only be paid insofar, as we can use it according to the terms of contract. A damage suffered by us that has to be compensated to our favour shall be considered in the invoice.