# TERMS AND CONDITIONS WSCAD GMBH

February 2026

## Terms and conditions for software delivery and maintenance

1.  **Validity of these Terms and Conditions**

    1.1. Our services, deliveries and offers are directed exclusively at entrepreneurs as defined in § 14 of the German Civil Code (§ 14 BGB) and are based exclusively on these terms and conditions. They thus apply to all future services as well, even if they are not expressly agreed again. Other conditions shall apply, even if we have not objected to them, only insofar as they conform to these terms and conditions.

    1.2. Collateral agreements must be in writing.

2.  **Offer and Conclusion of Contract**

    2.1. All offers are subject to confirmation and are non-binding.

    2.2. Contracts are entered into only through the written confirmation of an order or with the beginning of the execution of the order.

    2.3. Unless explicitly agreed otherwise, prices do not include shipping costs and the legally applicable value added tax.

3.  **Software Delivery, Software Maintenance**

    3.1. The subject of the software delivery contract expressly excludes the provision of the following interfaces and functions, which require a valid software maintenance contract for use, but can only be part of an individual software maintenance contract, which must be concluded separately:

    - Interfaces to SIEMENS TIA (Totally Integrated Automation) tools
    - Interface to the PLM system PRO.FILE
    - Interface to ProClima from Schneider Electric
    - Interface to software from PHOENIX Contact, Weidmüller and WAGO
    - Interface to CadCabel
    - Interface to machines from Komax, nVent HOFFMAN, Rittal/Kiesling
    - Interface to SolidWorks
    - Interface to DeltaT (heat calculation) from ELMEKO
    - PLM Interface to Open PDM from PROSTEP
    - Import, copy and modify all copy-protected data e.g. from wscaduniverse.com
    - Matching and import of entire parts lists from wscaduniverse.com
    - Insertion of PLC elements
    - Customizable wire names
    - Project export for the Cabinet AR App and Building AR App
    - Export reports to Excel using your own Excel templates
    - Incremental and baseline dimensioning for all disciplines
    - Create and restore work areas in Quick-Editor, Material-Browser and Project Wizard
    - Manually overwrite datapoints by changing the symbol selection
    - Create Cabinet panel layouts using imported data from other CAD systems
    - Export the parts database as CSV, XML, xlsx
    - Reports with advanced filters (symbol data filter)
    - All functionality based on artificial intelligence
    - Project Wizard Lite

    3.2. We shall provide, for the duration of the software maintenance agreement, the following services for the latest respective versions of the software products covered under this agreement:

    - Further and ongoing development of program functions, program execution and program presentation, insofar as this is deemed necessary in our opinion.
    - Provision of monitoring data and the latest version of the program. These may also be offered for download. The download costs shall be borne by you.
    - If the new version of the program is not available in the language of your previous version, we shall be entitled to also fulfil our obligations by making the new version of the program available to you in German or English instead.
    - Phone support (at the normal telephone rates) – or e-mail support. Support services are provided by us in German or English only. We shall be entitled to provide our services through third parties.
    - Subsequent products (upgrades) appearing during the term of the agreement are not owed within the framework of the software maintenance agreement.

3.3. The correction of defects shall occur upon delivery of a new program version. If the characteristics of the software in the latest version of the program should deviate substantially from the specifications, a defect shall be deemed to be present. For software packages extended through interfaces intended for this purpose in accordance with our release notes, the maintenance shall apply up to each respective interface. For software products that have been modified beyond the scope referred to in paragraph 1, the maintenance is excluded.

3.4. Defects can be eliminated only if (a) they are reproducible and occur in the latest respective program version provided to you; (b) we receive all the documents and information needed for the removal of defects from you; (c) you are running and using the latest program version and program documentation offered, and your hardware configuration and/or system software are technically up-to-date and correspond to the current state of technology.

3.5. We shall be entitled to commission third parties with the provision of contractual services.

3.6. If you are in arrears with the payment of a previous delivery or service, we shall be entitled to withhold or discontinue services without any obligation to compensate you for any resulting damages.

3.7. The minimum contract period is 24 months from the start of the contract. It shall be extended automatically thereafter for additional periods of 12 months, provided neither Party cancels the agreement in writing with an advance notice period of 3 months prior to expiration. The right to termination for good cause remains unaffected for both parties. In particular, we reserve the right to terminate the agreement without notice if payments are overdue by more than two months or if you do not make the adaptations to your hardware configuration and/or system software that may be required due to the introduction of a new program version. In the event of a failure to pay our invoice, your account will be handed over to our collection agency. Please be aware that this will result in significant additional costs for you.

## 4. Software lease (subscription)

4.1. To the extent that we offer you certain services (e.g., specific software products) on the basis of a software lease agreement, the terms of the present agreement (especially Section 3) shall apply accordingly, unless regulated otherwise in Section 4 of this agreement. This applies, in particular, to the leasing of interfaces (e.g., the WSCAD Automation Interface) to extend the WSCAD basic software (e.g., the WSCAD ELECTRIX) with additional functions (hereinafter referred to as "modules").

4.2. The minimum contract period is 24 months from the start of the software lease agreement. It shall be extended automatically thereafter for additional periods of 12 months, provided neither Party cancels the agreement in writing with an advance notice period of 3 months prior to expiration. For a short-term lease, the minimum contract period is 1 month. It shall be extended automatically thereafter for additional periods of 1 month, provided neither Party cancels the agreement in writing with an advance notice period of 14 days prior to expiration. The right to termination for good cause remains unaffected for both parties. In particular, we reserve the right to terminate the agreement without notice if payments are overdue by more than two months or if you do not make the adaptations to your hardware configuration and/or system software that may be required due to the introduction of a new version. A withdrawal from the software lease agreement is not possible.

4.3. The software lease fee shall be invoiced and be due in advance at the beginning of the specified period or on the specified date. The software lease fee for the first year or, in the case of short-term leases, the first month, must be paid at the start of the agreement. For those who wish to participate in the direct debit scheme, we will debit the software lease fee from your account. To do this, you will need to give us a SEPA mandate. This shall cover all services according to IV. Any further services required due to improper handling, errors in operation or other circumstances beyond our control shall not be deemed covered by this compensation, but shall be charged additionally based on time and effort.

4.4. The uninterrupted payment of the software lease fee until the respective time of utilization is a prerequisite for using the services under this Section 4. In the event of non-payment or a late payment of the software lease fees (e.g., the reversal of a SEPA direct debit), we will hand over the claims in question (including any costs, such as fees for chargebacks) to our collection agency. Please be aware that this will result in significant additional costs for you. If you are in arrears with the payment, we shall be additionally entitled to withhold or discontinue services without any obligation to compensate you for any resulting damages.

4.5. Subsequent products (upgrades) appearing during the term of the agreement are covered by the remuneration of the software lease. However, if you switch to a higher level of any service under this Section 4 during the term of the agreement, the remuneration for the software lease shall be adjusted accordingly.

4.6. Charges may only be offset against undisputed or legally valid claims.

4.7. Leased services (especially modules) can and may only be used during the term of an existing software lease agreement. We grant you, to the extent that this is paid for, the non-exclusive and temporary right to use the respective leased services in the current version for the duration of the software lease agreement. All rights of use not expressly granted remain with the copyright owner. If you have installed any leased services (especially modules) locally on your system, you will need to delete them without leaving any residue upon termination of the software lease agreement. If you are using these services (especially modules) online on our server, we will block your access to these services upon termination of the software lease agreement. Upon a corresponding request on our part, you shall be obliged to return to us any objects (such as disks, dongles, etc.) that were ceded to you as part of the software lease agreement.

4.8. In order to use modules, a valid license of the WSCAD basic software with a current software maintenance contract or a valid software lease contract is always required. Upon completion of the software maintenance agreement or the software lease contract for the WSCAD basic software, any software lease agreements for the associated modules shall also terminate automatically.

4.9. For services under this Section 4, we explicitly disclaim strict liability on our part for initial defects. Otherwise, we will keep these services in working order, maintain them and provide you with appropriate service packs and updates to download during the term of the agreement. We are responsible for ensuring that the services under this Section 4 exhibit the features

specified in the product description during the term of the agreement. We agree to investigate any problems of the software reported by you and to provide you with instructions to eliminate these problems where possible. For substantive errors of the software, we agree to eliminate the error in one of the following new program releases, insofar as a remedy is possible under the rules in Section 3. Debugging and troubleshooting requires your participation to a reasonable extent, as and when requested by us. The elimination of faults and damage caused by improper handling on your part, actions of third parties or force majeure is not included in the services covered by the software lease agreement. Beyond that, no further warranty for freedom of defects can be given. In particular, we do not guarantee that the software will meet your requirements and purposes or that it will work together with any other programs and system components you have selected.

4.10. As part of the product development, we may provide you with new features as part of the leased services. You shall, however, not be entitled to any claim for specific extensions or additions to the services under this Section 4.

## 5. Delivery and Performance Period, Transfer of Risk

5.1. If agreed delivery dates are exceeded by more than three weeks, you shall be entitled, for purchased goods, to withdraw from the agreement after a reasonable extension period. Compensation for damages is excluded, unless we have the caused the delay intentionally or through gross negligence.

5.2. The passing of risk occurs when the goods are handed over to the forwarding agent or freight carrier, but no later than the time they leave the warehouse or factory. This applies even if freight-free delivery has been agreed. All shipments in transit – including any returns – travel at the risk of the purchaser.

5.3. In the case of an incorrect order or if you return the goods, we reserve the right to invoice you for a cost-sharing contribution in the amount of 5% per item or at least EUR 75.- net.

## 6. Terms of Payment

6.1. Invoices are payable against prepayment or within 14 days net.

6.2. The charges for the software maintenance contract shall be invoiced and due in advance at the beginning of the specified period or on the specified date. This shall cover all services according to section 3. Any further services required due to improper handling, errors in operation or other circumstances beyond our control shall not be deemed covered by this compensation, but shall be charged additionally based on time and effort.

6.3. We shall be entitled to adjust the amount of the annual fees (maintenance, lease). In the event of an increase of more than 10% (for WSCAD SUITE) or 5% (for WSCAD ELECTRIX), you may terminate the software maintenance agreement within 4 weeks after notifying us in writing.

6.4. Should you switch to a higher expansion level during the term of the agreement, the charges for the maintenance contract shall be adjusted accordingly.

6.5. Charges may only be offset against undisputed or legally valid claims.

## 7. Retention of Title

7.1. The purchased goods shall remain our property until the fulfilment of all our claims. Until then, the goods may not be pledged or assigned under a security agreement, and a resale is permitted only by resellers in the ordinary course of business on condition that the reseller, in turn, sells the goods subject to retention of title and already assigns the claim to the purchase price to us.

7.2. You shall be entitled to collect the assigned purchase price claims within the normal course of business. The collection authorization may be revoked at any time if you do not properly meet your payment obligations.

## 8. Warranty, Limitation Period

8.1. The software shall, at the time of transfer of risk, have the agreed characteristics and be suitable for the contractual purpose, or, in the absence of such agreement, for ordinary use. It meets the criterion of practical usability and the standard quality customary for software of this type; however, it is not free from defects. Any impairment of functionality resulting from hardware defects, environmental conditions, improper operation, or similar circumstances shall not be considered a defect. Any insignificant reduction in quality shall be disregarded.

8.2. In the event of defects, we shall initially provide subsequent performance. Such subsequent performance shall, at our discretion, consist of remedying the defect, supplying software that does not contain the defect, or demonstrating reasonable options to avoid the effects of the defect. At least three attempts at rectification must be accepted. You must accept an equivalent new program version or an equivalent previous program version without the defect, provided this is reasonable for you. The installation of software (patches or new versions) shall be your responsibility.

8.3. No warranty beyond this for freedom from defects can be assumed. In particular, no warranty is given that the software will meet your requirements and purposes or that it will interoperate with other programs and system components selected by you.

8.4. You shall support us in analysing errors and remedying defects by providing a detailed description of the problems encountered, supplying us with comprehensive information, and granting us the necessary time and opportunity to eliminate the defects. We may, at our discretion, carry out the rectification either on your premises, at our business premises, or via remote maintenance. You shall, at your own expense, ensure the required technical conditions and grant us online access to the software following prior notice.

8.5. We may claim compensation for additional expenses incurred as a result of modifications to the software, its use outside the specified environment, or incorrect operation. We may also claim reimbursement of expenses if no defect is found and you raised the defect notification negligently. The burden of proof lies with you. Section 254 BGB shall apply accordingly. The amount of our claim shall be determined according to our current price list.

8.6. You must notify us in writing of obvious defects in purchased goods without delay, but no later than 14 days after receipt. Otherwise, the goods shall be deemed approved. In the case of a justified defect notification, we will take back defective goods and supply replacements; alternatively, we are also entitled to carry out rectification.

8.7. If we finally refuse subsequent performance, if it ultimately fails, or if it is unreasonable for you, you may either withdraw from the contract or reduce the remuneration accordingly.

8.8. Warranty claims shall become time-barred 12 months after delivery of the software.

## 9. Liability

9.1. For damages resulting from injury to life, limb or health, we shall be liable according to the statutory provisions. For other damages, we shall only be liable (subject to the next sentence) for intent and gross negligence. For other damages resulting from the breach of any crucial obligation whose fulfilment is essential to the proper performance of the contract, and on whose compliance you may regularly rely on, we shall also be liable for simple negligence, but this liability shall be limited to the foreseeable damages at the time of the infringement. The above provisions also apply to breaches of obligations by our vicarious agents. Liability under the Product Liability Act remains unaffected by the aforementioned provisions.

9.2. You are contractually bound to use the software updates provided by us within the framework of the software maintenance and/or leasing agreement and to back up your data before installing the software and regularly thereafter, especially before you make any changes to the hardware or software environment. Insofar as you are responsible for contributory negligence through the breach of contractual obligations or changes made to the software by you or third parties or for the improper use or incorrect operation of the product, we shall not be deemed liable.

We assume no liability for the selection, installation and use, as well as the intended results of the software. Additional expenses in processing resulting from the fact that the subject of the contract was transferred to a location other than the place of delivery shall be borne by you.

## 10. Software Use, Copy Protection

10.1. On purchasing software, you will be granted a simple, non-exclusive right of use with the purchase of the software. You are permitted to make copies of the software for backup purposes only. The reproduction of manuals and seminar materials, even in part, is not allowed without our written permission.

10.2. The use of the software for commercial training and education requires our written permission.

10.3. With the purchase of a license, you acknowledge and fully accept the usage of copy protection and waive all claims aimed at eliminating this copy protection. We would like to point out that any attempt to use a full version of WSCAD without copy protection is illegal. The software must be activated online.

10.4. When purchasing or leasing software, your license is always bound to a dongle (i.e., a hardware protection plug, a so-called "hardware dongle", and/or a copy protection mechanism implemented in the software, a so-called "software dongle"). In case of loss and/or damage of this dongle (e.g., as a result of a system recovery after a system crash) your license to use the software expires completely, unless we replace this dongle for you. We replace software dongles only in return for the appropriate compensation for our efforts and – in order to prevent the potential misuse of your previous software dongle – only if you provide us with a written commitment to refrain from using the software with your previous software dongle and/or enabling third parties to use it. This cease-and-desist obligation is only sufficient if you agree to pay us, in each case of culpable infringement, a contractual penalty to be determined by us at our reasonable discretion, the amount of which shall be reviewed by a competent court at your request. We basically do not replace lost hardware dongles. If the hardware dongle is damaged, we will replace this at your expense, provided you return it to us in its entirety together with the chip, storage chip, circuit board, as well as the upper and lower cover plates with the seals intact.

## 11. Use on virtual machines, obligation to cease and desist, contractual penalty

11.1. In the event that we activate software for use on a virtual machine at your request, you agree to refrain from copying this virtual machine on which the activated software is used and/or making it available to third parties.

11.2. For each case of future culpable infringement of the cease-and-desist declaration made in the above clause, you undertake to pay us an appropriate contractual penalty, the amount of which is to be determined by us at our reasonable discretion and, in the event of a dispute, is to be reviewed by the competent court.

## 12. Artificial Intelligence, Automation

12.1. Our products, functionalities or other services based on artificial intelligence (e.g. the chatbot "AI Copilot" developed based on generative artificial intelligence designed with safety in mind), hereinafter referred to as "AI", or based on automation (Project Wizard Lite, hereinafter referred to as "PWL") are offered to the following additional conditions.

12.2. The provision of the AI and the PWL is a voluntary and currently free service that is provided for customers with a valid software maintenance or subscription contract. We reserve the right to change the business model of the AI and the PWL at any time, in particular to offer the AI and/or PWL functionalities in future fee-based separately from the software maintenance or subscription contract. The contract governing the free provision of the AI and/or PWL can be terminated at any time without notice.

12.3. In case of any liability for the AI and/or PWL provided free of charge, the statutory provisions of the law of gratuitous loan shall apply accordingly. As the answers provided by AI are generated automatically and are based on a new - albeit constantly improving - technology, they may be biased, inaccurate, misleading or otherwise incorrect and cannot replace the examination by an expert. In particular, the technical accuracy of the AI statements cannot be guaranteed. Please do not rely on them

without consulting expert advice. Any unchecked use of the AI answers is at your own risk. Our liability for incorrect automatically generated AI answers and any resulting damage is excluded, notwithstanding the aforementioned provisions.

12.4. By using the AI, the data you enter will necessarily be processed by the AI. In addition, we use this data in anonymized form to improve the AI (e.g. to train our AI models) and our products/services as well as the user experience.
We use an interface from OpenAI Ireland Limited, 1st Floor, The Liffey Trust Centre, 117-126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland (Open AI) as the basis for our AI.
In addition, we integrate an interface provided by Perplexity AI, Inc., 115 Sansome Street, Suite 900, San Francisco, CA 94104, USA, on wscaduniverse.com.
You are not permitted to use the AI using personal data. You should also refrain from using confidential information when using the AI.

12.5. You may not directly or indirectly use our AI and/or the content generated by it or other information in connection with our AI or our products/services to create, test, train or otherwise improve other systems based on artificial intelligence (in particular machine learning algorithms, system architectures, models, weights, etc.) without our express consent.

## 13. Export and Import Control

13.1. The contractual services may be subject to export and import restrictions. In particular, licensing requirements may apply, or the use of the software or related technologies abroad may be restricted.

13.2. You are responsible for complying with the relevant legal provisions (where applicable, down to the end user). In particular, you shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other relevant regulations. Upon request, you are obliged to provide us fully and truthfully with all information necessary for the review of export and sanctions regulations (e.g., purpose of use, end user, destination country). You must ensure that products, software, or services supplied by us are not forwarded to prohibited destination countries, sanctioned persons, or for prohibited purposes. Any direct or indirect circumvention of such regulations is prohibited. If you become aware of actual or imminent violations of export/import control regulations, you must notify us without delay and cooperate, to the extent reasonable, in clarification and remediation.

13.3. If deliveries are carried out duty unpaid in accordance with the order, you shall be liable to us for any subsequent claims by the customs authorities.

13.4. Our contractual performance is subject to the condition that no obstacles arise from national or international export and import regulations or other legal provisions. If delivery or performance cannot be provided, or can only be provided to a limited extent, due to such provisions, our performance obligations shall lapse accordingly. Any required licenses or official approvals are prerequisites for contract performance. If a license is refused or legal obstacles arise, we are entitled to withdraw from the contract or restrict performance accordingly. Any delivery deadlines shall be extended by the duration of official review or approval procedures plus a reasonable start-up period thereafter. During this time, we shall not be in default.

13.5. Any violation of the above obligations constitutes a material breach of duty and entitles us to terminate the contractual relationship without notice. You shall indemnify us against any financial disadvantages (e.g., fines, damages, legal costs) arising from such a breach.

## 14. Applicable Law, Severability

14.1. These terms and conditions and the entire legal relationship between you and us shall be governed exclusively by the laws of the Federal Republic of Germany, excluding all provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. Should one or more provisions in these terms and conditions or any provision within the framework of other agreements be rendered or deemed invalid, this shall not affect the validity of all the remaining provisions. The invalid provision shall then be replaced in this case by a valid provision that reflects the parties' original intentions as closely as possible.

## 15. Jurisdiction

15.1. The place of performance for all obligations arising from this contract shall be 85232 Bergkirchen, Germany.

15.2. The exclusive place of jurisdiction shall be Munich if you are a businessman or have no general place of jurisdiction in the Federal Republic of Germany. We do, however, reserve the right to institute legal proceedings through courts in your jurisdiction as well.

# Terms and conditions for services and the performance of work (esp. digitization, seminars, individual trainings and workshops, consulting)

1. **Conclusion of the Contract, Scope of Services**

   The precise scope of the services and work to be performed shall be specified by WSCAD GmbH (hereinafter "WSCAD") in their respective offers. All offers are subject to confirmation and are non-binding. A contract enters into force only through a written confirmation by WSCAD or by the execution of an order by WSCAD. Changes in the scope of services (so-called change requests) are only possible in writing, by mutual agreement, and with an appropriate adjustment of the remuneration. In addition, the following applies to the scope of digitization services:

   1.1. Digitization involves the conversion of existing plans (schematics or construction plans) on a page-by-page basis to a WSCAD data format or some other external format in agreement with the customer. The primary objective here is to create plans which are functional and effective with WSCAD and which can then be processed further. This may require deviations from a 1:1 representation in some cases and is not a deficiency in the processing.

   1.2. Only those values, texts and information that are visibly entered in the plans are transferred. This is especially true for the automatically generated lists (e.g., material list), whose details are determined from the schematics. The conversion always occurs using the "Professional" version of WSCAD that was current at the time of placing the order or by using the current version of the target system agreed with the client.

   1.3. Any functionality that extends beyond this defined scope of services (e.g., creation of terminal charts, material lists, etc.) or which involves a different output format are not included in the scope of digitization, but can be ordered separately.

   1.4. The converted files are delivered in WSCAD format by email or are made available as a download on our server. If the supply of output lists (e.g., terminal charts, material lists) has been agreed upon, these shall be created using forms from the WSCAD standard package, unless the use of custom forms has been expressly commissioned.

   1.5. The scope of the digitization expressly excludes any engineering and planning services! Within the context of digitization, the planning documents provided by the client are transferred to the target system only to the extent that they are available in the provided templates or can be read from these templates. WSCAD does not check the logical correctness of the planning documents of the client in the context of digitization. The client is solely responsible for the accuracy and completeness of the planning documents.

2. **Cooperation Obligations of the Client and Indemnification against Third-Party Claims**

   2.1. The purchaser shall be obliged to fulfil all cooperation obligations required for the provision of the service. In particular, the purchaser shall provide WSCAD with free of charge access to their computer systems (including any software on it) to the extent necessary and shall designate a contact person who can quickly procure the required information and make decisions.

   2.2. To the extent that the purchaser provides any material required for the provision of the contractual services, they shall guarantee to WSCAD that they are entitled to do so and that no third-party rights are infringed as a result. Should any third-party claims be nonetheless asserted, the parties shall notify each other. The purchaser undertakes to indemnify WSCAD from and against any resulting disadvantages (including any legal and court costs involved).

   2.3. In addition, the following applies to the obligation to cooperate in the context of digitization: Before any offer is created, all plans to be digitized must be provided by the client in digital form (PDF, DWG). This also includes, in particular, any custom drawing frames or forms. Only the actually supplied plans are covered by the offer. The plans are treated confidentially and, if an order is placed, archived by WSCAD until the expiry of the warranty period. After the deadline or if no order is placed, the plans will be destroyed or returned upon request.

3. **Delivery dates, transfer rights**

   3.1. Delivery dates and deadlines are non-binding, unless designated as such explicitly and in writing by WSCAD. Should any circumstances that could affect the processing time become known during the performance of the contract, the purchaser shall be notified without delay. Any agreed delivery date will be postponed accordingly in such cases. The same applies to delays arising from a breach of the obligation to cooperate by the purchaser. Claims for damages on exceeding the delivery period are excluded.

   3.2. To the extent that the contractual services are protected by intellectual property rights, the purchaser shall be granted – unless expressly stated otherwise in the offer – only a simple, non-transferable right of use which, however, shall be subject to the condition precedent that all claims of WSCAD arising from this contractual relationship have been fully satisfied. Furthermore, all copyrights and/or rights of ownership relating to the contractual services shall remain with WSCAD, unless specified otherwise in other provisions.

4. **Acceptance of Services, Prices and Payment for Services and the Performance of Work, Set-off**

   4.1. For work performed, the purchaser shall be obliged to formally accept the completed work. The work shall be deemed accepted if the purchaser does not complain in writing that the work is deficient or represents a breach of contract within 14 days after the delivery. The remedy may be denied as long as the purchaser has not fulfilled their payment obligations for the non-deficient part of the performance.

   4.2. The agreed price for the performance of work shall be due upon expiration of the aforementioned acceptance period as a net amount, including the statutory value-added tax, and without any deductions. Invoices for services shall be due within 14 days after the invoice as a net amount, including the statutory value-added tax, and without any deductions.

4.3. Unless stipulated otherwise in the offer, services are billed on a time basis, with a daily rate corresponding to 4.3 hours of service and any time beyond this period charged on an hourly basis at 1/8-th of the daily rate. The service fee is due for payment no later than 90 days after the service has been rendered. Travel expenses (e.g., transportation fares and accommodation costs, catering costs and other allowances) are charged at actual cost, and travel times are calculated at 1/2 the hourly rate. The prices for services are determined by the currently valid price list of WSCAD.

4.4. The performance of work is charged on a time and materials basis, unless stipulated otherwise in the offer. The foregoing paragraph shall apply mutatis mutandis. The prices for work performed are determined by the currently valid price list of WSCAD.

4.5. If an estimate of the charges for the performance of work or services is included in an offer, the estimate shall always be deemed non-binding.

## 5. WSCAD warranty for work performed, liability of WSCAD for work and services, statute of limitations for claims of the purchaser

5.1. WSCAD provides no warranties for services. For work performed, WSCAD provides a warranty period 12 months after acceptance. Defects and/or deficiencies must be reported and documented by the client in writing. WSCAD will rectify these defects and/or deficiencies in the context of a cure within a reasonable time period. Should even a second attempt at a cure fail, the client shall be entitled to reduce the price of the service or withdraw from the contract. As a prerequisite, the defect involved must be a serious defect. Claims for damages are excluded, however, unless a defect has been fraudulently concealed or a warranty has not been complied with. If it turns out that WSCAD has provided services for troubleshooting/repairs without being obligated to do this (for example, because the client cannot prove the defect or attribute it to WSCAD), the purchaser shall reimburse WSCAD for the expenses incurred at the currently valid rates for services or the performance of work.

5.2. For damages resulting from injury to life, limb or health, WSCAD shall be liable according to the statutory provisions. For other damages, WSCAD shall only be liable (subject to the next sentence) for intent and gross negligence. For other damages resulting from the breach of any crucial obligation whose fulfilment is essential to the proper performance of the contract, and on whose compliance the purchaser may regularly rely on, WSCAD shall also be liable for simple negligence, but this liability shall be limited to the foreseeable damages at the time of the infringement. The above provisions also apply to breaches of duty by vicarious agents of WSCAD. Liability under the Product Liability Act and liability for damages resulting from the breach of warranties remain unaffected by the foregoing provisions.

5.3. The purchaser is obliged to use the provided updates, patches and/or service packs for the software and to back up their data before installing the software and periodically thereafter, especially before making any changes to the hardware or software environment. Insofar as the purchaser is guilty of contributory negligence through the breach of contractual or legal obligations or through any changes to the software and/or the subject of the contract or the improper handling or incorrect operation of the software and/or subject of the contract by the purchaser or a third party, WSCAD shall not be deemed liable. WSCAD assumes no responsibility for the selection, installation and use, as well as the intended results of the software and/or the subject of the contract.

5.4. Furthermore, the following applies to digitization: The client is personally responsible for the acceptance of the planning documents digitized by WSCAD. The planning, design or conversion of a plant based on digitization created by WSCAD is explicitly prohibited until the client has formally checked the digitization for errors and completed the approval and acceptance process.

5.5. All claims of the purchaser under this these Terms and Conditions shall expire within one year after the completion of the service or acceptance of the work.

## 6. Special conditions for services of WSCAD (seminars, individual training courses and workshops, consulting, project planning)

### 6.1. Special conditions for standard seminars

6.1.1. Standard seminars are seminars, which take place online or in our training centres in Germany on specified dates according to a defined training concept.

6.1.2. The fees for a seminar shall be charged to the purchaser about 4 weeks prior to the start of the seminar and shall be due, including the statutory value added tax (VAT), within 14 days after receipt of the invoice. The seminar fees must be paid before the start of the seminar; otherwise, WSCAD reserves the right to prohibit the participation of the customer in the seminar. The seminar fees for face-to-face events include technical equipment, lunch, soft drinks and seminar materials.

6.1.3. Standard seminars without date selection ("Voucher")

6.1.3.1. If you book a seminar or training course without selecting a specific date, you acquire a voucher to the value of the booked seminar with your booking.

6.1.3.2. The voucher must be redeemed within 3 years from the date of booking (period of validity) for the booked seminar, otherwise the voucher (value) or the entitlement to the seminar will expire. The voucher can be redeemed by selecting an available date for the booked seminar during the period of validity. A refund of the voucher value in cash is excluded.

6.1.3.3. In deviation from Clause 6.1.2, the customer will be invoiced for the voucher no later than 90 days after purchase. The invoice is due within 14 days of receipt of the invoice without deduction. The voucher must be paid before the start of a seminar, otherwise WSCAD may refuse the customer participation.

6.1.4. Schedule changes, changes in registrations and cancellations must be communicated to WSCAD by the purchaser in writing or via an email to gbs@wscad.com

6.1.5. Schedule changes notified up to 14 days before the start of the seminar shall be implemented free of charge. For schedule changes notified at a later date, a processing fee of €100.00 net shall be due and shall be charged to the purchaser by WSCAD in addition to the seminar fees.

6.1.6. A change in registration, i.e., replacing a registered participant by another person, is free of charge.

6.1.7. In the case of a cancellation of the seminar by the purchaser – except in the case of termination pursuant to §626 of the German Civil Code (BGB) – the cancellation fees shall be calculated as follows:

- For cancellations up to 14 days before the start of the seminar: 30% of the total amount
- For cancellations up to 7 days before the start of the seminar: 50% of the total amount
- For cancellations up to 4 days before the start of the seminar: 75% of the total amount
- For cancellation from 3 days before the start of the seminar: 100% of the total amount

The purchaser retains the right to provide evidence that WSCAD did not incur any expenses or that the expenses incurred were a considerably lower amount.

6.1.8. Should the seminar be cancelled by WSCAD for a compelling reason (e.g., illness of faculty staff, force majeure, failure to reach the minimum number of participants or other unforeseen events), this shall be deemed a notice of termination pursuant to §626 Section 2 of the German Civil Code (BGB). In the event of such a cancellation, the purchaser has no right to the seminar being held on the seminar date. In the event of a cancellation by WSCAD, the purchaser can choose whether to participate in another seminar offered by WSCAD or to cancel the booking. In the latter case, the purchaser will be reimbursed the fee. The provisions of the previous section 6.1.3. shall remain unaffected by this.

6.1.9. For damage caused as a result of cancellation by WSCAD (e.g., travel and accommodation costs or loss of work), WSCAD shall be liable only pursuant to the above Section 5.2.

6.1.10. The seminar documents provided by WSCAD are copyright protected and may not be reproduced, copied or distributed without written consent.

**6.2. Special provisions for further services (including individual training courses and workshops, consulting and project planning, in particular, which are carried out at the customer site or deviate from the definition of standard seminars)**

6.2.1. The terms of payment for services are described in Section 4.3.

6.2.2. Services without selecting a date ("Voucher")

6.2.2.1. If you book a service without selecting a specific date, you acquire a voucher to the value of the booked service with your booking.

6.2.2.2. The voucher must be redeemed for the booked service within 3 years from the date of booking (validity period), otherwise the voucher (value) or the entitlement to the service will expire. The voucher can be redeemed by selecting an available date for the booked service during the period of validity. A refund of the voucher value in cash is excluded.

6.2.2.3. In deviation from Clause 6.2.1, the customer will be invoiced for the voucher no later than 90 days after purchase. The invoice is due within 14 days of receipt of the invoice without deduction. The voucher must be paid for before the service is provided, otherwise WSCAD reserves the right to deny the service to the customer.

6.2.3. Schedule changes, changes in registrations and cancellations must be communicated to WSCAD by the purchaser in writing or via an email to gbs@wscad.com

6.2.4. Schedule changes communicated up to 14 days before the start of the training will be processed free of charge. For changes notified up to 7 days before the training start, a processing fee of €250.00 net applies. If the schedule is changed from 6 days before the training start onwards, the processing fee is €500.00 net. The respective fee will be charged in addition to the agreed training fee. Regardless, WSCAD reserves the right to invoice any already incurred and non-cancellable costs separately, in particular travel or rental expenses.

6.2.5. In the case of a cancellation of the service by the purchaser – except in the case of termination pursuant to §626 of the German Civil Code (BGB) – the cancellation fees shall be calculated as follows:

- For cancellations up to 14 days before the start of the service: 30% of the agreed total amount
- For cancellations up to 7 days before the start of the service: 50% of the agreed total amount
- For cancellations up to 4 days before the start of the service: 75% of the agreed total amount
- Cancellation from 3 days before the start of the service: 100% of the agreed total amount

The purchaser retains the right to provide evidence that WSCAD did not incur any expenses or that the expenses incurred were a considerably lower amount.

6.2.6. Should the service be cancelled by WSCAD for a compelling reason (e.g., illness of faculty staff, force majeure or other unforeseen events), this shall be deemed a notice of termination pursuant to §626 Section 2 of the German Civil Code (BGB). In the event of such a cancellation, the purchaser has no right to the performance of the service on the agreed date. In the event of cancellation by WSCAD, the purchaser can choose whether to use a service at some other time, select a different service or cancel the booking. In the latter case, the purchaser will be reimbursed the fee. The provisions of the previous section 6.2.2. shall remain unaffected by this.

6.2.7.  For damage caused as a result of cancellation by WSCAD (e.g., travel and accommodation costs or loss of work), WSCAD shall be liable only pursuant to the above Section 5.2.

6.2.8.  The documents provided by WSCAD are protected by copyright and may not be reproduced, copied or distributed without written consent.

### 7. Vicarious agents of WSCAD

WSCAD shall be entitled to perform any owed work or services through subcontractors or other vicarious agents.

### 8. Set-off / assignment by the purchaser

8.1.  The purchaser shall be entitled to set-off of debts only with undisputed or legally established counterclaims.

8.2.  Without the express permission of WSCAD, the purchaser is not entitled to assign or transfer any rights and obligations under this contract.

### 9. Validity and amendment of these Terms and Conditions

9.1.  In addition, our Terms and Conditions for Software Delivery and Maintenance apply. The present terms and conditions shall take precedence over the general terms and conditions for software delivery and maintenance within the context of the provision of services and work. Other conditions of the purchaser shall apply, even if not explicitly objected to, only insofar as they conform to these terms and conditions. Collateral agreements are only effective if they are confirmed in writing.

9.2.  WSCAD reserves the right to alter or amend these Terms and Conditions in the future insofar as this is reasonable for the purchaser, i.e., in particular insofar as the alteration or amendment is necessary due to changes in law, changes in rulings by the highest court or changes in market conditions. The purchaser shall be notified when new Terms and Conditions have been published. The amendment to the Terms and Conditions shall come into force if the purchaser does not object to it within six weeks after the amended Terms and Conditions have been set and notification of the amendment has been given. WSCAD shall specifically point this out to the purchaser in the change notification.

### 10. Final Provisions

10.1. The invalidity or ineffectiveness of individual provisions of these Terms and Conditions shall not affect the validity of any of the remaining provisions. In such cases, both parties shall strive to replace any such deficient or invalid provision with one that most closely reflects the original economic and legal intent of the replaced provision.

10.2.  Insofar as these terms and conditions do not include any provisions to the contrary, the general legal provisions of the substantive law of the Federal Republic of Germany to the exclusion of the CISG (United Nations Convention on Contracts for International Sale of Goods) shall apply.

10.3.  The place of fulfilment is Bergkirchen. The place of jurisdiction for any disputes arising from or in connection with these Terms and Conditions shall be Munich if the client is a merchant or has no general jurisdiction in the territory of the Federal Republic of Germany or is a legal person under public law. WSCAD reserves the right to institute legal proceedings through courts in any other prescribed place of jurisdiction.

# Terms and conditions for the WSCADEMY Mediathek

1. WSCAD offers a media library (WSCADEMY Mediathek) that gives the user access to selected content. The WSCADEMY offer is directed exclusively at entrepreneurs, as defined in Section 14 of the German Civil Code (BGB).

2. The use of the media library requires a paid subscription. The minimum term of the subscription is 365 days from the conclusion of the contract. The contract is automatically extended by one year at a time, unless it is terminated in good time in accordance with the following section. Billing takes place annually in advance. Monthly payments are not possible.

3. The contract can be properly terminated with a notice period of three months to the end of the respective period of use. The right of the parties to extraordinary termination for good cause shall remain unaffected. Any notice of termination must be given in writing in order to be legally valid. Even after cancellation, the media library can be used without restrictions until the end of the respective usage period.

4. The user is obliged to truthfully fill in the information requested during registration. A secure password is required for registration. The secrecy of the password is the sole responsibility of the user. Passing on the password and access data is not permitted.

5. If a user suspects that his or her access data has been stolen or that his or her user account is being used without authorization, the user is obliged to inform WSCAD immediately. The user is liable for the unauthorized use of his or her user account by third parties until WSCAD has been informed of the unauthorized use.

6. The contents of WSCADEMY are protected by copyright. The user receives the non-exclusive, non-transferable right, limited in time to the duration of the contract, to access the contents of the WSCADEMY. Any other use of the WSCADEMY, in particular any access, publication, duplication, modification, distribution or storage of information or data, in particular videos, texts, parts of text or image material – even in extracts – is not permitted by the user without the prior written consent of WSCAD.

7. WSCAD guarantees an annual average availability of 97% for the WSCADEMY. Times during which the WSCADEMY cannot be reached due to (especially technical) faults for which WSCAD is not responsible are not taken into account. The same applies to maintenance work to a reasonable extent. WSCAD may further limit the aforementioned availability to the extent necessary to avoid serious disruptions.

8. For damages resulting from injury to life, limb or health, we shall be liable according to the statutory provisions. For other damages, we shall only be liable (subject to the next sentence) for intent and gross negligence. For other damages resulting from the breach of any crucial obligation whose fulfilment is essential to the proper performance of the contract, and on whose compliance you may regularly rely on, we shall also be liable for simple negligence, but this liability shall be limited to the foreseeable damages at the time of the infringement. The above provisions also apply to breaches of obligations by our vicarious agents. Liability under the Product Liability Act remains unaffected by the aforementioned provisions.

    Users are obliged to regularly back up their data. Insofar as the user is guilty of contributory negligence through the breach of contractual or legal obligations or through any changes to the subject of the contract or the improper handling or incorrect operation thereof by the purchaser or a third party, WSCAD shall not be deemed liable. WSCAD assumes no responsibility for the selection, installation and use, as well as the intended results of the subject of the contract.

9. In addition, the WSCAD Terms and Conditions for Software Delivery and Maintenance apply. The present terms and conditions shall take precedence over the general contractual terms for software delivery and maintenance for the use of the WSACADEMY. Any other terms and conditions of the user shall apply, even if not explicitly objected to, only insofar as they are consistent with these terms and conditions. Collateral agreements are only effective if they are confirmed in writing.

10. The invalidity or ineffectiveness of individual provisions of these Terms and Conditions shall not affect the validity of any of the remaining provisions. Any invalid or deficient provision shall be replaced by the parties with one that most closely reflects the original economic and legal intent of the replaced provision.

11. The general statutory provisions of the substantive law of the Federal Republic of Germany to the exclusion of the CISG (United Nations Convention on Contracts for International Sale of Goods) shall apply.

12. The place of fulfilment is Bergkirchen. The place of jurisdiction for any disputes arising from or in connection with these Terms and Conditions shall be Munich if the user is a merchant or has no general place of jurisdiction in the territory of the Federal Republic of Germany or is a legal entity under public law. WSCAD reserves the right to institute legal proceedings through courts in any other prescribed place of jurisdiction.

13. All current web browsers are supported for playing videos on the WSCADEMY platform, e.g., Google Chrome, Mozilla Firefox, Opera, Microsoft Edge (from version 79, Chromium-based). Since Microsoft has discontinued support for Internet Explorer, you should no longer use it due to security vulnerabilities.

# Terms of use – wscaduniverse.com

As the operator of the online portal wscaduniverse.com (hereinafter referred to as "wscaduniverse.com"), WSCAD GmbH (hereinafter referred to as "WSCAD") makes product data from various vendors, for example, regarding power supplies, power units, terminal strips, switches, etc. (hereinafter referred to as 'data') available to users in the form of a database.

These Terms of Use conclusively contain all the applicable terms and conditions between WSCAD and the user with respect to the use of wscaduniverse.com.

Regulations diverging from these Terms of Use shall only apply if confirmed in writing by WSCAD.

It is necessary to register an account prior to using wscaduniverse.com. When registering an account at wscaduniverse.com, the user is required to accept these Terms of Use as binding via electronic consent.

1. **WSCAD Services**

   1.1. Data shall be provided on wscaduniverse.com in data formats selected by WSCAD. WSCAD provides this service free of charge and on a voluntary basis. The editing and adding of Data to the WSCAD software is, however, conditional upon having a valid WSCAD maintenance agreement in place. An electronic check is performed to determine the existence of a valid WSCAD maintenance agreement. In addition to these Terms of Use, the rules of the respective vendor shall also apply to the editing and adding of Data from wscaduniverse.com to the software of other vendors.

   1.2. WSCAD shall strive to keep the database up-to-date and expand it where necessary. WSCAD shall decide at its own discretion which Data is made available. WSCAD reserves the right to remove individual Data from the portal at any time.

2. **Data validity**

While WSCAD has exercised the utmost care in creating the database, it is, however, not possible to guarantee the validity of the Data (i.e., in particular whether the Data is up-to-date, accurate, complete, and/or reflects the original vendor data).

3. **Availability**

The user is responsible for the connection of his/her computer with the WSCAD server and all the technical equipment required for this. WSCAD, in particular, provides no guarantees as to a predefined level of availability of the database and additionally assumes no responsibility for any delays, deletions, failed transfers, or storage failures in connection with using the database. WSCAD is entitled at any time, in particular at times when the portal is in operation as well, to carry out maintenance on the database, server, or software.

4. **Rights**

   4.1. WSCAD is entitled to all copyrights and other rights to wscaduniverse.com, in particular to the database (including core components thereof). The Data contained in the database originates exclusively from publicly accessible sources of the relevant vendors.
   4.2. Users of wscaduniverse.com are only permitted to use the database for personal use, i.e., to search for specific Data required for their respective project and to retrieve said Data in accordance with the rules set out below.
   4.3. Users are only entitled to use the retrieved Data within their company, i.e., to save and edit said Data. It is also permissible to insert data into projects that users have created and/or edited. Within these project documents and files, users are additionally permitted to transfer the Data to third parties outside of their company.
   4.4. Any other use of the database is prohibited. Users, in particular, are not permitted:

   - to pass on retrieved Data that is not part of individual project documents and files to third parties outside of the company.

   - to remove copyright notices, trademarks, or other identifiers and reservations in the Data.

   4.5. All rights of use not expressly granted remain with the copyright owner. Without the written consent of WSCAD, users are not entitled to distribute, disseminate, lease, or otherwise commercially exploit the portal, the database, or core components thereof beyond that which is permitted above unless express permission is granted; to sublicense or make available to third parties in a way that is not expressly permitted or to pass on to third parties the portal, the database, or core components thereof; to disassemble, decompile, 'unlock,' decode or otherwise reverse translate, reverse engineer, alter, modify, or adapt or in any other way attempt to reconstruct or discover any source code or software algorithm (this prohibition also applies, among others, to the translation, modification, or re-use of parts or components of the portal or the database). Use of the portal, the database, and core components thereof is no longer permitted upon conclusion of the term of use granted. The provisions of copyright law shall apply additionally.

5. **Obligations of the user, in particular regarding registration and login details**

   5.1. The user is only permitted to use wscaduniverse.com in accordance with these Terms of Use. He/she shall report any misuse that becomes known to him/her without delay. In addition, the user must immediately report to WSCAD any errors/damage to the database or individual data that have become known to him.
   5.2. Registration shall take place using an e-mail address of the user and a password assigned by the user himself/herself. The user should select a secure password. The user is obligated to immediately inform WSCAD in the event that third parties gain possession of his/her login details. Furthermore, the user is required in such cases to change the login details. The user agrees to assume full and complete responsibility for all activities carried out when his/her password or his/her user account is being used. The user is obligated to inform WSCAD without delay of any misuse of his/her account or password as well as any breach of the security regulations.

## 6. Warranty, liability

6.1. wscaduniverse.com is currently a free service for you. Liability and warranty are governed by the legal regulations pertaining to gifts.

6.2. Without prejudice to the preceding paragraph, WSCAD shall only be liable for the loss of data if the user has backed up his/her data appropriately. In such cases the claim shall be limited to the cost of recovery using appropriately backed-up data of the user.

6.3. The above limitations of liability shall also apply mutatis mutandis to the benefit of vicarious agents and employees of WSCAD.

6.4. If an option exists to redirect third parties to databases, websites, services, etc. via wscaduniverse.com, e.g., by way of posting links or hyperlinks, WSCAD shall not be held liable for accessibility, status, or security of said databases or services or for the content of said services or databases without prejudice to the preceding paragraphs. Without prejudice to the preceding paragraphs, WSCAD shall, in particular, not be liable for their legality, accuracy of content, completeness, timeliness, etc.

6.5. Although WSCAD strives to maintain uninterrupted access to wscaduniverse.com, temporary disruptions/shutdowns of wscaduniverse.com cannot be excluded owing to circumstances attributable to the maintenance, security, and/or capacity of wscaduniverse.com and/or owing to circumstances outside the control of WSCAD (e.g., power outages, strikes, failure of the telecommunications network). Users therefore use wscaduniverse.com at their own risk. Without prejudice to the preceding paragraphs, WSCAD shall not assume liability for uninterrupted, secure, and error-free operation of wscaduniverse.com.

## 7. Privacy policy

7.1. WSCAD shall only save the personal data of users in compliance with the German Federal Data Protection Act (BDSG).

7.2. WSCAD shall only transfer the personal data of users to third parties with express prior consent. Statistical analyses shall be solely performed on the basis of anonymized data for purposes of further enhancing wscaduniverse.com.

## 8. Changes to Terms of Use and service, user notification

8.1. WSCAD reserves the right to alter or amend the Terms of Use in the future if this is reasonable for the user, i.e., in particular if the alteration or amendment is required owing to changes in law, changes in rulings by the highest court, or changes in market conditions. The user shall be notified when new Terms of Use are posted. Changes to the Terms of Use shall enter into force in the event that the user fails to object to said changes within six (6) weeks upon posting of the modified Terms of Use and notification of change. WSCAD shall make special reference to this in the notification of change to the user.

8.2. WSCAD reserves the right to modify its services within the scope of the aforementioned change to the Terms of Use at its own discretion and/or to shut down wscaduniverse.com in its entirety.

8.3. The user shall keep his/her e-mail address up-to-date in wscaduniverse.com and promptly enter changes in order to allow WSCAD to notify him/her of any changes to the Terms of Use and service within the meaning described above.

## 9. Applicable law and jurisdiction

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Exclusive jurisdiction in disputes arising in connection with these Terms of Use shall lie with the courts having jurisdiction over the place of the WSCAD's registered office insofar as the user is a merchant or the user has no permanent official residence/registered office in Germany.

## 10. Severability clause

Should any provision of this Agreement be deemed invalid, an agreement shall be made to replace the ineffective provision with an alternative valid provision that the parties would have reasonably selected to achieve the purpose of their agreement had they been aware of the invalidity of the original provision. The validity of the remaining provisions remains unaffected by the invalidity of individual provisions.