

General Terms and Conditions relating to the Software Licence Agreement for SERDIA 2010 (version: September 2017)

1 Object of the contract/Contractual terms/Conclusion of a contract

1.1 These General Terms and Conditions shall apply to the use of the DEUTZ software product SERDIA 2010 – hereinafter called "SERDIA 2010" as part of a licence agreement between DEUTZ AG as the licensor - hereinafter called "DEUTZ" – and its customer – hereinafter called "CUSTOMER" – as the licensee. SERDIA 2010 also includes the program changes (updates), which DEUTZ provides for SERDIA 2010 from time to time, with DEUTZ reserving the right to provide program changes (updates) at its discretion.

1.2 The CUSTOMER electronically places an order for SERDIA 2010 licence(s) with DEUTZ via the DEUTZ retailer portal DIWI. By placing the order, the CUSTOMER expressly accepts these General Terms and Conditions as the contractual terms for the use of SERDIA 2010. If DEUTZ accepts the order through an order confirmation, a legally binding contract is concluded. DEUTZ then provides SERDIA 2010 using remote data transfer (download from the Internet or from the DEUTZ portal Global SIS).

1.3 Agreements deviating from these General Terms and Conditions and from the DEUTZ order confirmation shall only be valid if DEUTZ confirms them in writing.

1.4 DEUTZ shall provide the CUSTOMER with the documentation for SERDIA 2010 using remote data transfer (according to clause 1.2). This documentation describes the functions and services which SERDIA 2010 can achieve if used in accordance with the contract (technical specifications).

2 Transfer of SERDIA 2010

2.1 DEUTZ grants the CUSTOMER a simple, non-exclusive right of use against payment for SERDIA 2010, which is transferable according to clause 2.4 of these General Terms and Conditions, as well as the relevant documentation for these General Terms and Conditions. The licence being granted by DEUTZ only relates to the "dongle" (hardware interface, e.g. HS Light II) registered with DEUTZ according to the registered serial number. The CUSTOMER is obligated to order a licence for SERDIA 2010 for each "dongle" registered and used by him. The copyrights and rights of use for SERDIA 2010 shall remain with DEUTZ and are not part of the agreement between DEUTZ and the CUSTOMER.

2.2 The CUSTOMER's right to use SERDIA 2010 is limited to the diagnosis and maintenance of DEUTZ engines according to the competence class granted to the CUSTOMER by DEUTZ. The CUSTOMER agrees to refrain from using SERDIA 2010 for any other purposes.

2.3 The CUSTOMER is entitled to install and use SERDIA 2010 on any number of computers at fixed work locations or on mobile laptops.

2.4 The CUSTOMER is entitled to transfer the right of use for SERDIA 2010 to his retailers, (OEM) workshops and end customers within his network of retailers and sales area, in accordance with these General Terms and Conditions. The CUSTOMER is obligated to suitably monitor the licensing. In particular, the CUSTOMER confirms that he shall carefully classify his retailers, (OEM) workshops and end customers according to their competence classes and shall immediately inform DEUTZ of any sub-licensing. The transfer of rights of use for SERDIA 2010 to other parties is not permitted.

2.5 Whilst using SERDIA 2010 by the CUSTOMER DEUTZ electronically receives the following related data: engine-specific - running hours, error memory data, load spectrum, sensor measurement values (to the extent registered by the ECU), EAT-data, as well as general company information – company name, central company e-mail address, country (hereinafter jointly called "INFORMATION"). CUSTOMER grants DEUTZ a non-exclusive, transferable, unrestricted and irrevocable license to use the INFORMATION free of charge,

whereby the license includes the right to transfer and sublicense the INFORMATION to customers, dealers and suppliers.

3 Fee

3.1 A one-off licence fee per licence plus VAT for the use of SERDIA 2010 shall be payable based on the DEUTZ price list valid at the time the CUSTOMER order is placed. Payment of the fee in accordance with this clause 3.1 also includes the right to all program changes (updates) for SERDIA 2010 up to and including 31.12. of the year in which the licence has been purchased. From 01.01. of the following year, DEUTZ shall charge appropriate annual update fees for each licence based on the valid price list plus VAT.

3.2 The fees according to clause 3.1 shall be payable according to the payment terms agreed between DEUTZ and the CUSTOMER for the sale of DEUTZ engines and spare parts.

4 Termination

4.1 Both parties may terminate the contract for cause without a notice period. This applies in particular if the provisions of clauses 2 and 3 of these General Terms and Conditions are violated. Updates can be terminated by the CUSTOMER with a notice period of six month until the end of the year.

4.2 The contract must be terminated in writing.

4.3 A refund of licence fees paid according to clause 3.1 is precluded.

4.4 The CUSTOMER has the right to cancel the license agreement within 14 days of DEUTZ sending the order confirmation.

5 Warranty/Liability

5.1 DEUTZ grants the CUSTOMER the right to use SERDIA 2010 to the exclusion of any warranty.

5.2 DEUTZ excludes any and all liability for any kind of damage arising from or in connection with the use of SERDIA 2010, on whatever legal basis.

6 – General provisions/Applicable law/Arbitration

6.1 If any of the provisions of this Agreement should be or become legally invalid, as a whole or in part, this shall not affect the validity of the other provisions.

The Parties commit themselves to replace the invalid provision immediately by another valid provision resembling as closely as possibly the economic purpose of the invalid provision.

6.2 All disputes and differences which may arise out of or in connection with the present Agreement, or the breach thereof, which cannot be settled amicably between the parties, shall be finally settled, excluding any other jurisdiction but for enforcement of the arbitral award, by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (I.C.C., Paris). The place of Arbitration proceedings shall be Geneva, Switzerland. The language of Arbitration shall be the English language. The arbitration award shall be final and binding on the Parties and subject to no appeal and shall deal with the question of the costs of arbitration and all matters relating thereto.

The Parties agree that this Agreement and all matters related thereto shall be governed by and construed in accordance with the laws of Switzerland.