

License Agreement and Terms of Use

TwinCAT Machine Learning Creator

1. Subject Matter; Contract Formation

- 1.1 Beckhoff Automation GmbH & Co. KG, Hülshorstweg 20, 33415 Verl, Germany, or the respective Beckhoff group company indicated in the contractual offer ("**Beckhoff**"), offers a web-based software-as-a-service engineering environment based on artificial intelligence under the name "TwinCAT Machine Learning Creator" as subscription ("**Service**").
- 1.2 The following terms together with all referenced documents including the Service Description apply to the use of the Service and form a binding contractual and licence agreement between Beckhoff and the User ("**Terms of Use**" or "**Contract**").
- 1.3 The Service is offered only to entrepreneurs, i.e. natural or legal persons or partnerships with legal personality who, when concluding a legal transaction, act in exercise of their trade, business or profession ("**Customer**"; Customer and Beckhoff together, the "**Parties**"). The Services must be used by natural persons acting on behalf of or authorized by the Customer only in accordance with all terms and conditions of this Contract ("**User**").
- 1.4 The User may upload data of any kind to the Service and create an individualized AI model. By concluding the Contract, the Parties intend to grant each other license rights to the input and output of the Service, or, if components thereof are not legally protected at the time of conclusion of the Contract, to grant each other actual rights of use for these components, which establishes a privileged economic position for the respective Party.
- 1.5 The Contract shall be concluded when Beckhoff accepts the contractual offer submitted by the Customer. Each subscription model of the Service is allocated a certain computing capacity measured in hours ("**Compute Hours**"). Computing capacities per Compute Hour may vary due to different external factors outside Beckhoff's control, such as shared infrastructure, hardware changes, differences in operating systems, I/O variability and technical innovation. Additional Compute Hours may be ordered, subject to availability and acceptance by Beckhoff. The agreement between Beckhoff and the Customer concerning additional Compute Hours may be ordered and shall be concluded in the same manner as the contract governing the Service. The Contract and the following terms shall apply exclusively and exclude also any General Terms and Conditions of Customer in any circumstances, whether applicable in the past, expressed or implied. Differing or contrary terms of the Customer shall only apply if expressly agreed upon in writing by Beckhoff.
- 1.6 Where the Contract refers to the "**Service Description**", this relates to the characteristics of the Service, such as its technical and legal features, which in particular include the functionalities of the Service, the agreed subscription model, any additional license restrictions or conditions (including if and as applicable by third parties), as well as the defined service levels. Information on the characteristics of the Service and its technical features and any applicable service level agreement, if any, is included in the Service Description available in the product section of the Service at <http://www.beckhoff.com/TE3850> and is hereby accepted by Customer.
- 1.7 "**Export Laws**" means all relevant laws and regulations relating to sanctions, embargoes and (re-)export controls, including without limitation those of the European Union, the United States of America and all locally applicable legal norms as defined in Beckhoff's export control and sanctions compliance terms and conditions updated from time to time, which can be found at <https://www.beckhoff.com/en-en/general-terms-and-conditions/>. Any non-compliant use of the Service with regard to Export Laws is prohibited. Without prejudice to any further rights and claims Beckhoff may have, Beckhoff may terminate the Services with immediate effect in case of any breach of Export Laws.

2. Onboarding Process; License Admin; Account

- 2.1** To use the Service, the name and email address of a natural person which must be an employee of Customer shall be provided to Beckhoff (“**License Admin**”). The creation of a MyBeckhoff-Account (“**MyBeckhoff-Account**” or “**Account**”) is required. The data including personal information provided shall be complete and accurate and shall be updated as may be necessary.
- 2.2** The License Admin may assign rights to use the Service in accordance with the Customer's subscription model to other clearly identified employees of Customer by providing their individual email addresses to Beckhoff. Only individually and clearly designated Users are allowed to use the Service. Users are not allowed to transfer or sublicense their Account or rights of use or grant other persons access to it.
- 2.3** Before using the Service, each User must confirm knowledge about the content and applicability of these Terms of Use, including related use restrictions, license scope and own obligations of the User; Beckhoff may retain such confirmation during the term hereof and until the expiry of statute of limitation of any claims which may be raised in relation to the Services.
- 2.4** Accounts may not be disclosed, made accessible or transferred to unauthorized users, and access credentials must be kept confidential. The Customer and/or its Users shall notify Beckhoff immediately upon becoming aware of any data breach or unauthorized use. In case of unauthorized use by third parties, Beckhoff may suspend the Service without further liability.

3. Duties and Responsibilities of Beckhoff

- 3.1** Beckhoff shall provide the Service via the internet as subscribed during the term of the Contract in accordance with the Service Description. Beckhoff is free to provide a more recent version of the Service than the one made available for use at the start of the Contract, provided that the change is reasonable for the Customer.
- 3.2** Beckhoff will provide the User with a user documentation in electronic form.
- 3.3** Beckhoff will implement appropriate technical and organisational measures to protect the Service and take reasonable measures that are necessary to maintain or provide the Service. However, Beckhoff does not have any obligation to safeguard, store or hold in custody any AI Input or AI Output. Unless explicitly agreed otherwise, Beckhoff is under no obligation to perform any backups on behalf of the User.
- 3.4** Beckhoff is under no obligation to customize or adapt the Service to the User's individual needs or IT environment.

4. Duties and Responsibilities of the User; AI Input; Restriction of Use

- 4.1** The Customer and its User(s) are obliged to use the Service and the AI Output only in accordance with these Terms of Use, in compliance with applicable laws (including without limitation applicable laws applying to transborder transmission of personal, technical and other types of data as well as Export Laws under any jurisdiction), and in accordance with the limitations of the subscription model. The Customer shall warrant and ensure, cause and be liable that all Users comply with the provisions of these Terms of Use at all times. Customer and its Users shall cooperate with Beckhoff at all times and refrain from any statements or conduct that could harm or disparage Beckhoff.
- 4.2** Customer is responsible for the fulfilment of the system (hard- and software) requirements and the functionality, availability, and sufficient dimensioning of its internet connection, as well as for the security and protection of its systems, connected hardware and software. Customer and any User are solely responsible for any and all AI Input and AI Output and are obliged to adequately secure and protect the Service from unauthorized access, use of infected data malware or similar harmful input, misuse for any other purpose than intended herein or manipulation.

- 4.3** Subject to the terms herein, the User may upload content and data of any kind to the Service (“**AI Input**”) and set annotation criteria to create an individualized AI model. The User is solely responsible for the AI Input, including, but not limited to, complying with all legal requirements regarding the upload and use as well as third party rights. Beckhoff does not review, validate, or test the AI Input or the criteria for the training process or for annotation and does not provide any warranty hereunder, whether express or implied, or have any liability thereto.
- 4.4** Customer warrants and guarantees that itself and its Users have all necessary rights (including licenses), qualifications, permits, registrations or authorizations required for the use of the Service. The User guarantees that the AI Input does not infringe any third-party rights and that the User has all necessary rights and permissions to use the AI Input in connection with the Service and the AI Output and to grant the Beckhoff use rights contained in **Section 6** hereunder. The User must without limitation not upload any AI Input that, by itself or together with other uploaded data or by use of such AI Input with the Service and the creation of AI Output,
- a) violates applicable law or is otherwise unlawful;
 - b) infringes trademarks, patents, copyrights or other intellectual property rights, including without limitation rights of privacy or publicity, trade secrets or other rights of third parties, and including contractual claims;
 - c) is obscene, offensive, racist, harassing, defamatory, glorifies violence, is pornographic, harmful to minors or otherwise jeopardizes or impairs the development of children and young people or is otherwise harmful to minors;
and/or
 - d) contains or uses personal data of third parties without complying with the applicable legal requirements for its processing, including, as the case may be, a separate data processing agreement with Beckhoff.
- 4.5** The User may use the Service only for the contractually intended purpose. Customer and User must not use the Service or the AI Output for or in connection with the following purposes:
- (a) the operation or offering of any prohibited AI practice under Article 5 European Regulation 2024/1689 (“**AI Act**”) or any other applicable legally binding AI-related law or regulation;
 - (b) illegal activities or applications that infringe the rights of third parties or violate applicable law;
 - (c) to develop, market or train a similar service.
- 4.6** The User shall indemnify and hold harmless Beckhoff and/or, as the case may be, any other Beckhoff group company and/or its directors, shareholders employees, subcontractors or customers against all claims or actions by third parties against Beckhoff and, as the case may be, such other parties, arising from alleged infringements of third-party rights, including through use of the AI Input, or any other infringement of these Terms of Use, including without limitation against **Section 4.4 and 4.5**, upon first request and shall also bear the reasonable costs of legal defence. Beckhoff shall not accept or acknowledge any claims, whether actual or legal, without the consent of the Customer, but shall inform the Customer of any claims asserted by third parties. The Customer and User shall cooperate with Beckhoff at all time and refrain from any statements or conduct that could harm Beckhoff or restrict the application and scope of the indemnification given hereunder.
- 4.7** The User is obliged to inform Beckhoff immediately if the User becomes aware of a breach of these Terms of Use.
- 4.8** This **Section 4** also fully applies where the User connects the Service to third party applications, machines or software by application programming interface (API) or other means technically approved and provided by the Service. Customer and User stay fully responsible for any upload of AI Input and any other content, labelling and annotating, training, verifying of training, download of AI Output and, where applicable, implementation of AI Output into any application, machine or

software whether by the User himself or by another person acting for or on behalf of the User or authorized by the User in any way.

5. Use rights of Customer for AI Output

- 5.1** Based on the AI Input, the Service can create an individualized AI model as outlined in the Service Description (“**AI Output**”). The Parties acknowledge that the Service is based on artificial intelligence and can only calculate probability values but cannot make any definite prediction or statement, nor is it possible to exactly predict or reproduce the AI Output. The AI Output is therefore based on assumptions derived from probabilities, the quality of which depends in particular on the quantity and quality of the AI Input used in the training process by the User. Beckhoff only provides the User with a development environment to generate the AI Output but does not operate or control the training process and has no influence over it. Beckhoff does not warrant the correctness or the suitability of the AI Output for any specific quality or purpose, including without limitation its merchantability, accuracy or fitness for any purpose intended by Customer. Beckhoff further does not warrant or guarantee that the use of the Services or AI Output may not be subject to third party patent claims.
- 5.2** The User is responsible for the quality, legal permission to use and suitability of the AI Output for any specific purpose and is obliged to store and secure, where applicable under applicable law label or otherwise identify, monitor and certify, validate and test the AI Output and to review whether the AI Output is suitable for the intended purposes and for integration into other products and/or services before use by Customer, itself or an end user. Training, validation, and testing data sets shall be relevant and, to the best extent possible, free of errors and complete considering the intended use. Beckhoff is not liable for and does not review, validate, or test any training, validation and testing data, AI Input or AI Output or the criteria for the training process or for annotation.
- 5.3** Beckhoff grants Customer, in accordance with these Terms of Use, a non-exclusive, non-transferable, non-sublicensable, revocable right to **use the Service**, limited in time to the term of the Contract.
- 5.4** In addition, Beckhoff grants Customer, in accordance with these Terms of Use, an exclusive, transferable, sublicensable, irrevocable, perpetual right to **use the AI Output** for all known and unknown types of use and, in particular, to use the AI Output commercially and to distribute it to its customers, to display, reproduce, copy, or store it as well as to edit and modify it, and to use the results of such use to the same extent.
- 5.5** **In exercising its rights granted hereunder, Customer may not** during the term hereof or thereafter
- a) use the AI Output in other software than Beckhoff’s TwinCAT Software unless the Contract or the respective subscription model purchased by the Customer does allow such use;
 - b) modify, adapt, translate, or create derivative works from the Service, or attempt to do any of the foregoing; and/or
 - c) hide or mask User’s location.

6. Use rights of Beckhoff; Indemnification

- 6.1** Customer grants to Beckhoff rights of use in accordance with the terms of this **Section 6** for all components, AI Input and AI Output, irrespective of whether copyright or other protection can be claimed during the term of this Contract or thereafter.
- 6.2** All rights in the AI Input, including, without limitation, copyrights, related rights, and industrial property rights, shall remain exclusively with the Customer or its licensors. The **Customer grants Beckhoff or shall cause a licensor to grant in relation to the AI Input** a non-exclusive, non-sublicensable, non-transferable, irrevocable, worldwide right, free of charge and limited in time to

1 (one) year after the date of termination of the respective Contract (including any subscription renewals) between the Parties to

- a) provide the Service, including to third parties, under the terms and conditions determined by Beckhoff; for this purpose, Beckhoff shall also be entitled to sublicense the AI Input to cloud and infrastructure providers, as well as other service providers, to the extent this is necessary for the provision of the Service;
- b) copy, display, reproduce, store, as well as to edit and modify it, and to use the results of such use to the same extent;
- c) analyse the AI Input for the purpose of deriving and using related information, in particular identifying patterns, trends, and to technically modify or adapt the AI Input where necessary for data processing;
- d) use the AI Input to validate the algorithms and/or AI model on which the Service is based;
- e) improve, train and further develop the Service and in particular the AI models that are used within the Service; and
- f) improve, train and further develop platform-independently also other Beckhoff products and/or services.

6.3 The **Customer grants Beckhoff in relation to the AI Output**, a non-exclusive, non-sublicensable, non-transferable, irrevocable, worldwide right, free of charge and limited in time to 1 (one) year after the termination of the respective Contract (including any subscription renewals) between the Parties to use, analyse and test the AI Output. The rights also apply to all intermediate results of the AI Input and AI Output. For clarification, Beckhoff does in no case test the AI Output for the Customer's intended purposes.

6.4 The Parties acknowledge that the rights granted under this **Section 6** to Beckhoff also shall enable Beckhoff, without any limitation whatsoever, to make the improved, trained and/or further developed Service or other Beckhoff products and/or services commercially available to third parties, including any AI model on which the Service is based or which it includes or creates, and including AI models which are improved or further developed by use of the respective AI Input.

6.5 Beckhoff may edit or remove AI Input (e.g., images) at any time at its own discretion, and may remove and/or replace and/or add copyright notices, trademark notices and similar markings contained in the AI Input to the extent necessary to prevent or stop infringements of third-party rights or for similar purposes such as compliance with open source licensing terms, provided such similar purposes are reasonable for the Customer.

6.6 The User shall indemnify and hold harmless Beckhoff and/or, as the case may be, any other Beckhoff group company and/or its directors, shareholders employees, subcontractors or customers against all claims or actions by third parties against Beckhoff and, as the case may be, such other parties, arising from alleged infringements of third-party rights, including through use of the AI Output, or any other infringement of these Terms of Use, including without limitation against **Section 6.26.5**, upon first request and shall also bear the reasonable costs of legal defence. Beckhoff shall not accept or acknowledge any claims, whether actual or legal, without the consent of the Customer, but shall inform the Customer of any claims asserted by third parties. The Customer and Users shall cooperate with Beckhoff at all times and refrain from any statements or conduct that could harm Beckhoff or restrict the application and scope of the indemnification given hereunder.

7. Feedback, Error Reporting and Processing of the User's Personal Data

7.1 To the extent the User or Customer makes suggestions or proposals to Beckhoff regarding the possible modification, correction, improvement or enhancement of the Service, Beckhoff software or other Beckhoff products and provides them to Beckhoff (collectively, "**Feedback**"), such Feedback shall be deemed non-confidential and may be used by Beckhoff in its sole discretion

and as of the moment the User provides the Feedback to Beckhoff. If the Feedback is subject to copyright protection or other intellectual property rights, the User grants Beckhoff a non-exclusive, transferable, sub-licensable, non-revocable, right, free of charge, to use the Feedback. Beckhoff may use, exploit, disclose, reproduce, license, distribute and otherwise use Feedback for any non-commercial or commercial purpose without restriction in time (i.e., permanent, continuing after the termination of the Contract) and place. The User is under no obligation to provide Feedback. The User will not receive any compensation for Feedback. The User shall take all actions and make all representations necessary to permit Beckhoff to make the aforementioned uses.

- 7.2** The User shall report to Beckhoff any recognized errors in the Service (e.g. an error in the TwinCAT Machine Learning Creator, the IT infrastructure used, and/or AI Output). Such an error message helps Beckhoff to improve the Service and/or its functions. An error message should contain a description of the error as detailed as possible, in particular any conditions under which the error occurred, its effects and information on User actions prior to the occurrence of the error.
- 7.3** If personal data is collected in the course of the execution of this Contract, in particular, but not exclusively, when using the Service, the Parties shall ensure that data protection regulations are observed and that the Beckhoff Data Protection Policy shall apply. Personal data shall only be collected and used to the extent necessary for the performance of the Contract and only in compliance with all applicable data protection laws and regulations.

8. Liability

- 8.1** Beckhoff shall be liable without limitation in the event of intent, gross negligence or culpable injury to life, limb or health.
- 8.2** Beyond the scope of **Section 8.1**, Beckhoff shall only be liable for negligence in the event of a breach of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper performance of the Contract or whose breach jeopardizes the achievement of the purpose of the Contract and on whose compliance the Customer may regularly rely on (cardinal obligations). In this case, Beckhoff's liability is limited to the amount of damage that is foreseeable and typical for the type of transaction in question.

The cases of unlimited liability in accordance with **Section 8.1** remain unaffected by this **Section 8.2**.

- 8.3** Beyond **Section 8.1** and **Section 8.2** Beckhoff shall not be liable for negligent breaches of duty.
- 8.4** Mandatory statutory liability under product liability law and liability within the scope of guarantees given by Beckhoff in writing shall remain unaffected by the above limitations of liability.
- 8.5** **Section 8.** also applies in favour of the employees, representatives, organs and vicarious agents of Beckhoff.

9. Confidentiality

- 9.1** “**Confidential Information**” of a party means competition-relevant know-how, information marked as confidential or otherwise recognizable as confidential on the basis of an objective recipient's horizon, as well as trade secrets.
- 9.2** The Parties shall handle any Confidential Information of which they become aware as follows:
- a) Keep it confidential and use it exclusively for the fulfilment of the Contract;
 - b) not disclose or make accessible to employees or third parties, including subcontractors, except to the extent that this is absolutely necessary for the performance of the Contract (“need-to-know”) and only if such employees or third parties have been obliged to maintain confidentiality; and

- c) protect against access by unauthorized persons through appropriate and suitable measures (e.g., access control, encryption).

9.3 Section 9.2 does not apply to Confidential Information that

- a) is already known to a Party prior to the commencement of the business relationship and is not subject to a confidentiality obligation, and the respective Party can prove this;
- b) subsequently becomes generally known without breach of the obligations contained in these Terms of Use;
- c) a Party has received or receives from a third party lawfully, in particular without breach of a confidentiality obligation; or
- d) can be proven to have been independently acquired or developed by one Party without using Confidential Information of the other Party;
- e) is Feedback in accordance with **Section 7.1**.

9.4 Furthermore, the Parties are authorized to disclose Confidential Information insofar as they are legally or officially obliged to do so. In such a case, the Party concerned shall immediately inform the other Party in writing of the scope and basis of the disclosure to the extent legally permissible.

9.5 This confidentiality obligation shall survive the termination of the Contract, unless otherwise agreed by the Parties.

9.6 If the Parties have concluded or conclude an additional non-disclosure agreement ("**NDA**") and there is a conflict between provisions for the protection of information, the greatest possible protection for information shall always apply.

10. Modification, updating and setting options by Beckhoff

10.1 Beckhoff may, without being under any obligation to do so, change, patch, update, upgrade, improve, further develop and/or discontinue the scope and/or functionalities of the Service ("**Change**"), provided that such Change is reasonable for the User with regard to the overall scope of the agreed right of use and there is a legitimate reason (e.g., the elimination of subsequent disturbances of equivalence, the adaption to a changed legal situation, the adaption of digital content or digital services to a new technical environment or for other important operational reasons or technical requirements for Beckhoff, or to improve IT security). Beckhoff will inform the User of the change electronically if necessary.

10.2 In the event of a significant impairment of the Customer's legitimate interests due to a Change, the Customer shall have an extraordinary right to terminate the Contract with immediate effect by written notice, but no later than the date specified in the notification by Beckhoff. Beckhoff will inform the User of this process and their rights in the notification.

10.3 The provisions of these Terms of Use also apply to Changes.

11. Terms of payment

11.1 The Customer is obliged to pay the fee as specified in the respective and agreed upon subscription model and/or the fee for the respective Compute Hours, plus the applicable sales or other tax (to the extent applicable).

11.2 The fees owed by the Customer are payable within 30 (thirty) days of the invoice date.

11.3 Beckhoff shall be entitled to unilaterally adjust the fees for the Service with effect as of the beginning of a renewal term. Irrespective of the subscription model, Beckhoff will notify the Customer of the adjusted fees in writing no later than 4 (four) months before such fee adjustment will come into effect.

- 11.4** If the Customer does not agree with the adjusted fees, the Customer may terminate the Contract in writing in accordance with the provisions contained in **Section 12**. If the Customer does not terminate in due time, the Contract continues at the adjusted fees under these Terms of Use.
- 11.5 Free-Version:** In the event that Beckhoff offers a version of the Service free of charge, the contracting party shall always be Beckhoff Automation GmbH & Co. KG, Hülshorstweg 20, 33415 Verl, Germany. The available features and functionalities are defined in the applicable Service Description.

12. Term and Termination

- 12.1** Unless agreed otherwise, the Contract begins, with the earlier event of, when the Customer receives a declaration of acceptance from Beckhoff in accordance with **Section 1.5** or Beckhoff activates the User for the use of the Services and is initially valid for the ordered subscription term („**Initial Subscription Term**“), depending on the subscription model ordered by the Customer.
- 12.2** After the end of the Initial Subscription Term, the Contract automatically renews for the same term as the Initial Subscription Term unless it is terminated. In the case of an Initial Subscription Term of 1 (one) year, the Contract can be terminated in writing with 3 (three) months' notice before the end of the respective term. In the case of an Initial Subscription Term of 1 (one) month, the Contract can be terminated in writing at any time to the end of the respective term.
- 12.3** The Customer has the option to purchase Resource Packs. The expiration period and the Compute Hours are determined in the respective Service Description.
- 12.4** In addition, the Contract may be terminated in writing by either Party without notice for good cause. Good cause entitling Beckhoff to terminate the Contract shall be deemed to exist, in particular if
- a) the User or Customer infringes rights of use by using the Service beyond the extent permitted under these Terms of Use and does not immediately remedy the infringement following a warning from Beckhoff; and/or
 - b) Beckhoff detects unauthorized logins or login attempts using the access data.

Good cause entitling Customer to terminate the Contract shall be deemed to exist, in particular if the monthly availability falls below 99.8% for two consecutive months. The Customer has the right to terminate the Contract extraordinarily and, at his discretion, with immediate effect or with effect from a future month-end date specified by the Customer. The Customer must declare this termination within 30 (thirty) days after the shortfall occurred.

- 12.5** In the event of a termination, expiry or if the Contract ends for whatever reason, the User must cease using the Service. The User has up to 3 (three) months after the effective date of termination, or if the Contract ends for any other reason after the end date, to download or back up AI Input or AI Output. After this period, Beckhoff will irrevocably delete the respective User Account and any AI Input or AI Output.
- 12.6** For clarification, rights and data granted or made available to Beckhoff and/or used by Beckhoff in accordance with these Terms of Use remain in effect even after the Contract has ended and will not be deleted unless explicitly stated otherwise herunder.

13. Final provisions

- 13.1** Subject to the following provisions, the laws of the respective country in which the respective Beckhoff entity with which the Customer concludes the Contract is based shall apply, unless expressly stipulated otherwise herein. In all cases, the UN Convention on Contracts for the International Sale of Goods (CISG) and the application of conflict of law provisions are excluded.

When the respective Beckhoff entity is located within the EU or in a territory not listed in this provision, German law shall apply. When the respective Beckhoff entity is located in North, Middle

or South America, the laws of Minnesota as well as relevant Federal U.S. Laws shall apply. When the respective Beckhoff entity is located in Japan, Japanese laws shall apply. When the respective Beckhoff entity is located in South Korea, South Korean laws shall apply. When the respective Beckhoff entity is located in India, Indian laws shall apply. When the respective Beckhoff entity is located in China, Chinese laws shall apply.

- 13.2** The exclusive place of jurisdiction for all disputes between the Parties arising from or in connection with the Contract is the respective city where the Beckhoff entity that is concluding the Contract is based. Beckhoff reserves the right to sue the Customer instead at the court having jurisdiction over the Customer's place of business.
- 13.3** These Terms of Use contain the final regulation of all rights and obligations of the Parties in relation to the Service. It supersedes all previous arrangements and agreements relating to the Service. There are no ancillary agreements other than explicitly referred to herein.
- 13.4** Amendments and additions to these Terms of Use must be made in written form (email being not sufficient) with signature by duly authorized representatives of the Parties, to be effective. This also applies to a waiver of the above formal requirement.
- 13.5** Unless expressly agreed otherwise, written form within the meaning of these Terms of Use shall also be deemed to have been complied with in text form (e.g. by email).
- 13.6** Should an individual provision of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The Parties shall replace such provision with valid and enforceable provisions that come as close as possible to the meaning and economic purpose and the intention of the Parties. The same applies to unintended loopholes.
- 13.7** The Customer may only offset claims against Beckhoff with undisputed or legally established claims arising from the Contract, and may only exercise their right of retention on the basis of such claims.
- 13.8** The Parties may only assign claims arising from the Contract with the consent of the other party, with the exception of monetary claims arising from mutual commercial transactions.