



Allgemeine Verkaufs-, Liefer- und Servicebedingungen

TRUMPF Maschinen Austria GmbH & Co. KG ("TRUMPF")

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A. General section:

Terms and Conditions applicable to all legal relationships between TRUMPF and the Customer

General information

1. The following terms and conditions shall apply to all transactions, deliveries and services of TRUMPF (TRUMPF Maschinen Austria GmbH & Co. KG and its affiliated companies within the meaning of Section 15 of the Austrian Stock Corporation Act (AktG), TRUMPF Group) to the Customer as well as the other legal relationships between the companies of the TRUMPF Group of Companies and the Customer and shall be deemed an integral part of the contract concluded between the respective TRUMPF company and the Customer. TRUMPF contracts exclusively on the basis of these General Terms and Conditions of Sale, Delivery and Service. The Customer's own terms and conditions shall not become part of the contract even if TRUMPF does not expressly object to them upon acceptance of the order.
2. There are no verbal ancillary agreements to concluded contracts. Subsidiary agreements and amendments to the contract must be in writing in order to be effective. This formal requirement may not be waived or set aside either orally or by implication.
3. The legal relationship between TRUMPF and the Customer shall be governed exclusively by Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law.
4. The place of jurisdiction for all disputes between the Customer and TRUMPF shall be the registered office of TRUMPF, unless a different exclusive jurisdiction exists. TRUMPF reserves the right to bring legal action at any other permissible place of jurisdiction.
5. The Customer shall only be entitled to withhold payments or other own services or to offset them against counterclaims insofar as his right of retention or his counterclaims are undisputed or have been legally established. The defence of non-performance of the contract remains unaffected for the Customer.
6. Unless otherwise agreed, all offers are non-binding and TRUMPF is entitled to make technical changes at any time, provided they serve to improve the product.
7. When initiating and executing a contract, the processing of contact and interaction data of contact persons of the Customer is necessary. TRUMPF processes this personal data on the basis of a legitimate interest in ensuring the traceability of the business relationship and in supporting communication during the processing of the contractual relationship. If the contractual performance requires the involvement of other companies of the TRUMPF Group, the information shall also be passed on to them. This may also include companies of the TRUMPF Group outside Europe. An appropriate level of data protection in compliance with Art. 44 ff GDPR is ensured within the TRUMPF Group.
8. For the initiation and processing of contracts and subsequent services, TRUMPF transmits employee contact data to the Customer to enable orderly communication and processing of services. The Customer may only use this data for the performance of the respective contractual relationship with TRUMPF.

Delivery/performance time, obstacles to performance

1. The delivery/performance time results from the agreements between TRUMPF and the Customer. It shall commence at the earliest from the time when all technical, commercial and financial matters have been mutually agreed and shall only be binding as a fixed date if this has been expressly agreed, otherwise the delivery time shall not be binding. Furthermore, a delivery date shall only be binding if the Customer has fulfilled all obligations incumbent upon him, such as special acts of cooperation, provision of materials or down payments. If this is not the case, the delivery/performance time shall be extended accordingly. In the event of changes to the scope of delivery/service which become necessary subsequently or which are requested by the Customer, the delivery/service period shall also be extended accordingly.
2. If a delay in delivery/service is due to unforeseeable circumstances for which TRUMPF is not responsible, TRUMPF shall not be liable for the delay; the delivery/service time shall be extended accordingly. TRUMPF shall be released from its obligation to perform – in whole or, as far as possible, only in part – to the extent that the non-performance of contractual services by TRUMPF is due to the occurrence of circumstances of force majeure after conclusion of the contract. Unforeseeable and unavoidable circumstances of force majeure shall in any case include war, attacks, strikes, disturbances of public order, storms, earthquakes, avalanches, mudslides and other natural disasters or similar events (in particular water ingress, fire, power failure and interruption or destruction of live/data lines), expropriation, attacks by third parties (e.g. unauthorized third-party access, DDOS attack or malware), other circumstances of any kind for which TRUMPF is not responsible, as well as obstacles to performance due to amended laws, standards, international agreements or obligations.

Any epidemic/pandemic-related (including COVID-19) or other delivery and performance difficulties of any kind (in particular, but not limited to, delays due to private or public law orders, e.g. quarantine, bans, plant closures etc.), as well as any form of delivery and resource failures or shortages (including personnel resources), as



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well as any form of delivery and resource shortages or shortages (including staff resources), transport hindrances (e.g. blockage of transport routes, flight cancellations, container and packaging material shortages, and the like) shall also be deemed unforeseeable and/or unavoidable.

3. If unforeseeable circumstances for which TRUMPF is not responsible within the meaning of paragraph 2 make it difficult for TRUMPF to fulfil the contract for an unforeseeable period of time or for a period of time which jeopardises the purpose of the contract and if the impediment to performance cannot be overcome by TRUMPF at reasonable expense, TRUMPF shall have the right to withdraw from the contract. In such cases, TRUMPF shall be obliged to inform the Customer without undue delay of the circumstances impeding performance and, after exercising the right of withdrawal, to reimburse the Customer without undue delay for any consideration already received. Any claims of the Customer beyond the claims for reimbursement are excluded.

Terms of dispatch, payment terms, prices

1. For the shipment of goods by TRUMPF to the Customer, the INCOTERMS shipping clauses in their respective current version shall be deemed to be contractually included. Unless otherwise agreed, all shipping deliveries by TRUMPF shall be made in accordance with the INCOTERMS shipping clause "EXW (Ex Works) TRUMPF Manufacturer's Works". Insofar as it is agreed that TRUMPF insures the transport, this shall only cover the transport from the manufacturer's works to the border of the Customer's premises.
2. Unless otherwise agreed, all invoices issued by TRUMPF shall be payable within 14 days of receipt by the Customer without deduction to the account specified by TRUMPF. The date on which the payment is credited to TRUMPF's account shall be decisive for the timeliness of the payment.
3. TRUMPF reserves the right to demand advance payment or a deposit from the Customer.
4. Prices are net and – unless otherwise agreed – ex works without packaging, without insurance and without loading. If delivery with shipment has been agreed, the prices shall be understood without unloading and without carrying or bringing in.

Prices are based on the costs at the time of the price submission. Should the costs change up to the time of delivery, these changes shall be in favor of or at the expense of the Customer.
5. **xChange Concept** for high-quality components: for all components allocated to the Xchange Concept by TRUMPF, starting from the date of delivery, TRUMPF grants a rebate of **100% off the respectively valid list price for the part in the first year, 75% in the second year, 50% in the third year, and 25% in the fourth year**. The prerequisite is that each defective part be returned to TRUMPF and that the exchange part be delivered by TRUMPF within Austria. Country-specific terms and conditions apply to delivery destinations outside of Austria. Customer claims based on TRUMPF's liability for defects shall remain unaffected by this.

Reservation of title

1. TRUMPF reserves the title to the object of the purchase contract, contract for work and materials or contract for work and services until complete fulfilment of all payment obligations - including for any additional ancillary services owed - under the respective contract.
 2. The Customer may not sell, pledge or assign by way of security the item subject to reservation of title until all payment obligations have been met in full.
 3. The Customer shall only be entitled to process or sell the goods in the ordinary course of business, but not to pledge or assign them by way of security, prior to the complete fulfillment of all payment obligations if it has recognizably ordered the goods as an integrator or other intermediary and as long as it is not in default of payment or there is no reason to file for insolvency. The Customer hereby assigns to TRUMPF in advance all claims against third parties arising from the processing or sale as security for TRUMPF's claims for payment. This assignment shall apply regardless of whether the reserved goods have been sold without or after processing. Notwithstanding the assignment, the Customer shall remain entitled to collect the claim only to the extent that TRUMPF will not collect the claim as long as the Customer is not in default of payment or a reason for filing for insolvency exists. The processing and combination of the reserved goods by the Customer shall take place exclusively for TRUMPF. In the event of combination with other movable objects not belonging to TRUMPF, TRUMPF shall be entitled to co-ownership of the new object in the ratio of the acquisition values of the reserved goods and the other objects combined with them at the time of processing.
 4. In the event of seizure or confiscation or other dispositions by third parties, the Customer shall notify TRUMPF thereof without delay and support TRUMPF to the best of its ability in enforcing its claim of ownership.
 5. In the event of breach of contract by the Customer, in particular in the event of default in payment, TRUMPF shall be entitled to withdraw from the contract and to take back the item and the Customer shall be obliged to surrender it. In this case, TRUMPF may, at its own discretion, demand that the Customer deliver the item to TRUMPF's place of business at its own expense and risk or permit TRUMPF to collect the item from the place of business. If TRUMPF chooses to collect the item, the Customer shall allow TRUMPF unhindered access to the site and access to the item for the duration of the uninstallation and collection and shall remove any obstacles to collection at its own expense. TRUMPF may demand reimbursement from the Customer for the costs of uninstallation and collection in addition to compensation for other damages.
- ### V. Claims due to defects ("warranty")
1. Insofar as defects already exist in the object of purchase or in the work performance at the time of the transfer of risk, TRUMPF shall only be liable in accordance with the following provisions, to the exclusion of further claims, but subject to liability for damages in accordance with Section VI:
 - 1.1 TRUMPF shall, at its own discretion, remedy all defective parts of the subject matter of the contract free of charge or replace them free of defects ("subsequent performance", "improvement"). TRUMPF shall choose the form of subsequent performance which is appropriate in view of the overall circumstances and proportionate



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with regard to the associated costs. In the event of a replacement delivery, the Customer shall pay TRUMPF an appropriate usage fee for the use of the replaced original delivery item.

- 1.2 The place of performance for subsequent performance is the agreed destination of the subject matter of the contract. TRUMPF reserves the right to carry out repair work, if necessary, at TRUMPF's plant. TRUMPF shall bear the expenses of the supplementary performance regularly including the costs of transport, travel, labor and materials (including the removal and installation or attachment, insofar as the subject matter of the contract was installed in or attached to another object in accordance with its type and its contractually intended use) up to the place of performance of the supplementary performance. In this respect, TRUMPF shall be free to reduce the expenses of subsequent performance (including removal and installation or fitting) by carrying out all necessary work itself, insofar as this is reasonable for the Customer. TRUMPF reserves the right to refuse subsequent performance or the expenses of subsequent performance insofar as these are associated with disproportionate costs. If the subject matter of the contract has been taken by the Customer to a place other than the contractually agreed destination and if the expenses of subsequent performance increase as a result, the additional expenses shall be borne by the Customer on the basis of TRUMPF's price list valid at the time of performance, which shall be handed over to the Customer on request. Insofar as additional costs incurred abroad are to be borne by the Customer, these shall be based on the charging rates applicable in the respective country.
- 1.3 The period for asserting claims for defects shall be governed by point 1.9. The Customer shall only be entitled to withdraw from the contract or to reduce the contract price due to a defect if TRUMPF – subject to the statutory exceptions – has allowed a set reasonable period of time – at least, however, 8 weeks – for the rectification or replacement delivery to elapse without success or if the supplementary performance has repeatedly failed and the Customer cannot reasonably be expected to make a further attempt at supplementary performance. In these cases, the right of withdrawal is limited to defects that significantly restrict the usability.
- 1.4 Claims for damages may only be asserted in accordance with Section VI.
- 1.5 Normal wear and tear of components or tools (e.g. punching and bending tools, lenses, nozzles, output coupling mirrors, external beam guiding optics) within the scope of intended use shall not constitute grounds for warranty claims.
- 1.6 The assertion of warranty claims is excluded insofar as the defect is based on the fact that the Customer has not followed the installation or operator's manual, has failed to carry out the required maintenance of the subject matter of the contract or has carried out such maintenance contrary to the maintenance regulation (operator's manual). Within the scope of maintenance, only original TRUMPF spare parts and consumables are to be used, otherwise all warranty/damage compensation claims will be forfeited.
- 1.7 Insofar as the subject matter of the contract infringes industrial property rights or copyrights of third parties in Germany, TRUMPF shall, at its own expense, procure for the Customer the right to continue to use the subject matter of the contract or shall modify the subject matter of the contract in a manner reasonable for the

Customer in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, both the Customer and TRUMPF shall be entitled to withdraw from the contract.

The aforementioned obligations of TRUMPF are - subject to Section VI - conclusive in the event of infringement of industrial property rights or copyrights. They shall only exist insofar as

- the Customer has not contributed to an increase of the damage by a delayed notification of the asserted property right or copyright infringements,
- the Customer supports TRUMPF to a reasonable extent in defending the claims asserted and enables TRUMPF to carry out the modification measures in accordance with the above paragraph,
- TRUMPF reserves the right to all defensive measures, including out-of-court settlements, and
- the defect of title or the infringement of rights is not based on a cause set by the Customer itself, in particular on a specification by the Customer or on the fact that the Customer has modified the subject matter of the contract without authorization or has used it in a manner not in accordance with the contract.

1.8 For software, the provisions in Section IX shall apply in addition.

1.9 The exclusion of the Customer's rights due to obvious or recognized defects that were not notified within a reasonable period of time – but no longer than 14 days (Section 377 Austrian Corporation Code (UGB)) – remains unaffected.

2. If the Customer, with the necessary consent of TRUMPF, takes actions itself to remedy defects to which TRUMPF would be obliged under the above provisions, the Customer shall not be deemed to be a vicarious agent of TRUMPF in this respect. TRUMPF shall be liable for the consequences of self-performance only to the extent that the Customer has acted in accordance with TRUMPF's instructions. TRUMPF shall reimburse the Customer for the costs of self-performance up to the amount of the expenses which TRUMPF would have had to bear if the Customer had not performed self-performance.
3. In the case of the purchase of **used goods**, liability for defects is **excluded**, unless otherwise agreed.
4. Claims of the Customer due to fraudulently concealed defects or due to a guarantee of quality or durability assumed by TRUMPF shall always remain unaffected.

VI. Damages

1. Any liability of TRUMPF – on whatever legal grounds – is excluded as far as legally possible for damage which has not occurred to the delivery item itself. TRUMPF shall only be liable for other damage:
 - in the event of intent, or
 - in the event of blatant gross negligence on the part of the owner, the legal representatives, the executive bodies or senior vicarious agents, or
 - in the event of culpable injury to life, limb, health, or



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- in the event of defects which TRUMPF has fraudulently concealed, or
- under a guarantee commitment, or
- to the extent that liability for personal injury or property damage is mandatory under the Austrian Product Liability Act.

In the event of culpable breach of material contractual obligations (in particular the obligation to deliver on time and free of defects), TRUMPF shall also be liable in the event of gross negligence on the part of non-executive vicarious agents as well as in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

Any liability of TRUMPF shall be limited – to the extent permitted by law – to the order value.

Further claims are excluded.

2. TRUMPF's liability is excluded - to the extent permitted by law - in particular in the following cases: unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable foundation soil, chemical, electrochemical or electrical influences. If the Customer or a third party carries out improper repairs, TRUMPF shall not be liable for the resulting consequences. The same applies to modifications of the object of purchase/service without prior approval by TRUMPF.
3. The provisions under Section VII shall apply to the limitation period for the Customer's claims for damages based on defects in the object of purchase/service.
4. For software, the regulations under Section IX shall apply in addition.

VII. Warranty period, other limitation periods

1. **Claims due to defects**, irrespective of the legal grounds, **shall become statute-barred after twelve months**, unless otherwise agreed
 - a) from delivery (in the case of a purchase without any obligation on the part of TRUMPF to rig or install the subject matter of the contract),
 - b) from the date of acceptance or deemed acceptance of the subject matter of the contract (see Section VIII.5.) by the Customer (in the case of a purchase with an obligation on the part of TRUMPF to rig or install the subject matter of the contract, see Section VIII, as well as in the case of work and services not involving the erection of a building), or
 - c) from the replacement of individual machine parts with regard to these machine parts (parts warranty – spare parts). In the event of a new replacement of the defective machine part, the warranty only covers the replacement of the part, but not the service by TRUMPF.
2. Insofar as TRUMPF provides services for subsequent performance, the limitation period for claims for defects shall only begin to run again if TRUMPF has unconditionally acknowledged the obligation to provide subsequent performance. Any acknowledgement by TRUMPF of the obligation to provide subsequent performance shall

cause the limitation period to recommence only with respect to the acknowledged defects. Subsequent performance provided by TRUMPF as a gesture of goodwill shall not constitute an acknowledgement of the defects complained of, which would trigger the recommencement of the limitation period.

3. In all other respects, **all other claims** of the Customer against TRUMPF - irrespective of the legal basis - **shall become statute-barred twelve months** after the Customer has become aware of them or should have become aware of them without gross negligence.
4. The statutory limitation periods in the case of recourse claims based on supplier recourse, in the case of intent, in the case of claims under the Product Liability Act or in the case of work performance involving a building remain unaffected.

In addition, the provisions of the following pages shall apply to certain deliveries and services.



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B. Special section:

Terms and conditions that apply to certain deliveries and services as a supplement to the General section

VIII. General provisions for machine tools, systems, lasers and laser systems

1. **Pre-acceptance:** If a **pre-acceptance** at the TRUMPF plant is agreed prior to delivery of the contractual object, a standard procedure defined by TRUMPF shall be carried out to prove functionality. Minutes shall be taken and signed by both parties. If necessary, the Customer shall provide sample parts for test runs in good time before the preliminary acceptance.
2. **Acceptance:** The Customer may only refuse to accept the subject matter of the contract - without prejudice to other warranty claims - if there is a material defect. Partial deliveries are permissible insofar as reasonable for the Customer.
3. **Rigging:** TRUMPF shall only be obliged to rig the subject matter of the contract (i.e. to move the delivery item from the means of transport to the installation site) if this has been expressly agreed.
 - 3.1 If **rigging by TRUMPF** has been agreed, TRUMPF shall owe the following services and TRUMPF shall bear the risk limited by the following obligations of the Customer to cooperate for the duration of the incorporation:
 - 3.2 The subject matter of the contract including all accessory parts shall be unloaded from the transport vehicle by a transport company commissioned by TRUMPF, transported to the installation site and positioned at the installation site. All necessary lifting and transport equipment shall be provided by the Customer as part of the installation. The Customer shall assist TRUMPF free of charge with the installation and shall ensure that (a) the installation site is free of obstacles, (b) the transport route does not exceed a length of 200m and (c) the transport route is level in one piece and free of obstructions. The Customer is responsible for ensuring that the installation site is suitable for the type of subject matter of the contract in the first place (electricity, water, air, gas and other media supply, statics, clear room height, etc.). Lifting the contract item again at the installation site (e.g. due to oil pan or base) is not included in the scope of services.
 4. **Installation:** The installation of the subject matter of the contract shall only be owed by TRUMPF if this has been expressly agreed. If **installation by TRUMPF** has been agreed, the parties owe each other the following services and acts of cooperation:
 - 4.1 The installation of the contractual object at the final installation site shall be carried out by TRUMPF service engineers or by a partner commissioned by TRUMPF. All requirements to be fulfilled by the Customer can be found in the installation and operating conditions as well as in the TRUMPF installation plan, which TRUMPF will provide to the Customer, and must be fulfilled by the Customer in due time. In order to ensure a speedy and smooth process, the Customer must provide the service engineer responsible for the assembly with appropriate support personnel and, if necessary, available lifting equipment free of charge.
 - 4.2 After installation, start-up including functional testing is carried out by a TRUMPF service engineer within the framework of a standard procedure defined by TRUMPF. If the machine is a "partially completed machine" in the sense of the EC Machinery Directive 2006/42/EC, only the function check is carried out, but not the start-up, by TRUMPF.
5. **Acceptance:** Insofar as acceptance is contractually agreed or required by law, acceptance of the subject matter of the contract shall take place within the framework of a standard procedure defined by TRUMPF.
 - 5.1 The Customer is obliged to accept as soon as the function check has been completed, unless there is a defect that restricts the usability. Insofar as partial functions of the subject matter of the contract can be used independently for production purposes and are ready for acceptance, the Customer is obliged to make partial acceptances. A record of the (partial) acceptance shall be drawn up and signed by both parties.
 - 5.2 (Partial) acceptance shall also be deemed to have taken place if the Customer
 - despite an existing obligation to accept (see paragraph 5.1), does not declare acceptance within a reasonable period of time set for it or refuses acceptance even after repeated requests by TRUMPF or
 - delays the start-up or function check without substantial cause and TRUMPF has thereupon set the Customer a reasonable deadline for cooperation which has expired without success, or
 - puts the subject matter of the contract into operation.
6. **Instruction:** If separately agreed, an instruction of the Customer in the operation of the subject matter of the contract shall take place on site at the same time, in principle for a maximum of one day.
7. **Impediments to performance during rigging, installation, set-up, function check or instruction:**
 - 7.1 Unforeseen obstacles or technical malfunctions must be eliminated immediately by the Customer. Additional services required over and above the services owed or waiting times of TRUMPF which cannot be used otherwise shall be paid for separately by the Customer in accordance with the TRUMPF price list valid at the time of performance; additional costs of the third party commissioned by TRUMPF shall be reimbursed in full by the Customer. This shall not apply if the additional services, waiting times or additional costs are due to circumstances for which TRUMPF or the third party commissioned by TRUMPF is responsible.
 - 7.2 If the performance of the services is delayed for reasons for which neither TRUMPF nor the third party commissioned by TRUMPF is responsible, TRUMPF may set a reasonable deadline for the Customer to remedy the impediments. After unsuccessful expiry of the deadline, TRUMPF may refuse to perform the services; the Customer may not plead that the services have not been performed. TRUMPF may demand payment of the agreed remuneration after deducting the expenses saved and the income from any other use of its own labor.
8. To the extent that TRUMPF is responsible for a delay in delivery and the Customer suffers damage as a result thereof, TRUMPF shall be liable only subject to the limitations set forth in Section VI of these Terms and Conditions.
9. The import, export or other movement of the delivery item or of individual components may, under certain circumstances, be subject to approval in the country of shipment or the country of destination.



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The customer is responsible for obtaining the required official approval in good time.

Since machine tools, systems, lasers and laser systems are typically supplied with software and additional services may be required, please also note the following supplementary regulations for software (Section IX) and services (Section X).



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IX. General provisions for software

1. Insofar as software is included in the scope of delivery of a machine tool, system, laser or laser system, the Customer is granted a non-exclusive right to use the software for use on the specific subject matter of the contract. Use of the software on more than one system is prohibited.
2. The Customer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law (Sections 40a ff. Austrian Copyright Law). The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of TRUMPF.
3. Liability for defects in software:
 - 3.1 Warranty claims due to software error shall only exist insofar as the defect in the subject matter of the license restricts its usability. In all other respects, the regulations on liability for defects and damages pursuant to Sections V to VII shall apply accordingly, with the following further restriction:
 - 3.2 Any liability of TRUMPF for software malfunctions shall be excluded in the event of a specific breach of the Customer's duty of care in connection with the software, for example to the extent that
 - the minimum requirements for the Customer's equipment with hardware and software specified in the software license certificate are not fulfilled,
 - the software is installed at the Customer's premises on hardware other than that specified in the software license certificate without the express consent of TRUMPF, which TRUMPF is entitled to refuse only for objectively justified reasons,
 - software other than the software disclosed to TRUMPF at the time of issuance of the software license certificate is or will be installed on the same hardware of the Customer on which the subject matter of the license is installed, or
 - the Customer has made modifications to the licensed object without the prior express consent of TRUMPF,
 unless the Customer proves that the software malfunction is not due to the specific breach of its own duty of care.
 Provided that a defect in the software does not lead to a significant restriction of usability, the Customer's warranty claims will be settled with the next regular update (patch day).
4. Documentation and license certificate:
 - 4.1 The Customer shall receive documentation and a license certificate with the software. The software and the documentation are hereinafter jointly referred to as the subject matter of the license.
 - 4.2 The purchase of a multi-user license (e.g. second user license) entitles the Customer to use the software purchased with the aforementioned user license on another system. No further documentation is supplied for multi-user licenses. Each additional license automatically includes all expansion levels purchased with the initial license (except TruTopsCell and TruTopsFAB).
 - 4.3 The Customer is entitled to use the subject matter of the license for the purposes of its business operations in accordance with the provisions in the software license certificate and these General

Terms and Conditions of Delivery and Service. The Customer is not entitled to make the subject matter of the license available to third parties. Third parties do not include employees of the Customer and other persons whose services are used by the Customer for the contractual use of the software.

- 4.4 The license has no time limit. TRUMPF shall, however, be entitled to prohibit the future use of the subject matter of the license if the Customer, despite prior written warning, fails to refrain from a violation of the terms and conditions of the license; unless the violation occurs for reasons for which neither the Customer nor its vicarious agents are responsible.
- 4.5 Unless otherwise stated in the software license certificate, the Customer shall be entitled to use the subject matter of the license on only one computer central processing unit at a time. Simultaneous use on several central units requires the purchase of further licenses or a follow-up license. This applies accordingly to later updates and upgrades.
- 4.6 The Customer is entitled to reproduce the subject matter of the license in machine-readable form insofar as this is necessary for use in accordance with the contract. In particular, it shall be entitled to make backup copies to secure the future use of the subject matter of the license in accordance with the contract.
- 4.7 The Customer is not entitled to modify the subject matter of the license for its own purposes or the purposes of others or to make it accessible to third parties. Third parties do not include the Customer's employees and other persons whose services are used by the Customer for the contractual use of the subject matter of the license.
- 4.8 The Customer is not entitled to grant third parties rights of use to the subject matter of the license.
- 4.9 The software designated in the license certificate contains third-party software components. The Customer is not entitled to detach software components from the software designated in the license certificate. The use of the software designated in the license certificate is only permitted in accordance with the provisions in the license certificate.
- 4.10 Ownership of any software data carrier and documentation separately handed over to the Customer shall remain with TRUMPF.
- 4.11 If the Customer is prohibited from further use of the subject matter of the license by TRUMPF, the Customer shall return to TRUMPF the subject of the license owned by TRUMPF, including any software data carrier given to the Customer. The subject matter of the license stored at the Customer's premises and all backup copies existing at the Customer's premises shall be deleted.
5. The provisions set out in Section IX shall only apply to the extent that they are not otherwise regulated for individual software components.



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X. Special provisions for services

In addition to the above sections, the following provisions shall apply to all services, maintenance, repair or assembly services ordered by the Customer on the basis of a separate contract, including consultations, training, expert opinions, machine conversions (hereinafter uniformly referred to as "Services"), insofar as TRUMPF is not obligated to provide such Services for other reasons, in particular on the basis of claims for defects by the Customer pursuant to Section V.

1. Maintenance:

- 1.1 Maintenance includes all recurring work to maintain the functionality of the machine, which follows the TRUMPF maintenance checklist (e.g. replacement of functional media, software update, filter change, etc.). A necessary prerequisite for successful maintenance is the cleaning of the machine by TRUMPF service personnel or by third parties commissioned by TRUMPF, to be charged separately.
- 1.2 Maintenance dates are generally agreed between the Customer and TRUMPF at least four weeks before the desired maintenance date. Maintenance does not include repair services. Repair services for which the following paragraph 2 applies shall be invoiced separately to the Customer on the basis of TRUMPF's prices valid at the time of performance, which shall be notified to the Customer in advance upon request.
- 1.3 During the maintenance mission, the maintenance personnel must have free access to the machine; the machine is not available for production work during this time. The Customer cannot derive any claims against TRUMPF from this circumstance.

2. Repair and assembly services:

- 2.1 If the Customer has not obtained the object of repair/assembly directly from TRUMPF, the Customer shall point out any existing industrial property rights or copyrights with regard to the object; provided TRUMPF is not at fault, the Customer shall indemnify TRUMPF against any claims of third parties arising from industrial property rights or copyrights.
- 2.2 As far as possible, the Customer shall be informed of the estimated repair/assembly price in the repair/assembly quotation, otherwise the Customer may set cost limits. If the repair/assembly cannot be carried out at these costs or if TRUMPF deems it necessary to carry out additional work during the repair/assembly, the Customer's consent shall only be obtained if the stated costs are exceeded by more than 15%. If a cost estimate with binding price rates is desired before the repair/assembly is carried out, this must be expressly requested. Unless otherwise agreed, such a cost estimate shall only be binding if it is submitted in writing. Remuneration shall be based on time spent. The services rendered for the purpose of submitting the cost estimate shall not be charged to the Customer insofar as they can be utilized in the performance of the repair/assembly.
- 2.3 The Customer is obliged to accept the repair/assembly work as soon as it has been notified of its completion and any agreed testing of the repair/assembly item has taken place, unless the repair/assembly work has a defect that restricts its usability. If the acceptance owed by the Customer is delayed through no fault of TRUMPF, it shall be deemed to have taken place at the latest upon expiry of two weeks from notification of completion of the repair/assembly. Acceptance shall also be deemed to have taken

place as soon as the Customer puts the repair/assembly item into operation for production purposes.

- 2.4 To the extent necessary for the performance of a repair/assembly, the object to be repaired/assembled - including any packaging and loading - shall be transported to TRUMPF or delivered to TRUMPF at the Customer's expense and, after the repair/assembly has been performed, shall be transported back to the Customer or collected by the Customer. The Customer shall bear the transport risk. For the duration of the repair/assembly at TRUMPF, the Customer shall provide insurance cover for the object of repair/assembly against the usual risks at its own expense. If the Customer delays in taking back the repair/assembly item, TRUMPF may charge storage costs for storage or may store the item elsewhere at TRUMPF's discretion. The costs and risk of storage shall be borne by the Customer.
- 2.5 In the case of repair/assembly services on the Customer's premises, the Customer shall, at its own expense, create in good time all legal and technical prerequisites within its sphere of responsibility and support TRUMPF in the performance thereof. Insofar as the Customer has the technical equipment (crane, lifting device, transport rollers, factory transport unit, commodities and materials, etc.) as well as operating personnel required to carry out the repair/assembly, it shall provide these free of charge to support the repair/assembly as instructed by TRUMPF. The Customer shall take the special measures necessary for the protection of persons and property on site. It shall inform TRUMPF about current and future safety regulations, insofar as these are relevant for the repair/assembly. The Customer is also responsible for:
 - Provision of heating, lighting, operating power, water, including the necessary connections,
 - Provision of necessary, dry and lockable rooms for the storage of the tools of the repair personnel,
 - Protection of the repair/assembly site and materials from damaging influences of any kind
 - Cleaning of the repair site,
 - Transport of the assembly parts at the assembly site.

If the Customer fails to comply with its support obligations, TRUMPF shall, after setting a deadline, be entitled, but not obliged, to perform the actions incumbent upon the Customer in its stead and at its expense.

- 2.6 For the duration of the repair/assembly work, the repair/assembly personnel must have free access to the machine; the machine is not available for production work during this time. The Customer cannot derive any claims against TRUMPF from this circumstance.

3. Training

Travel and accommodation expenses (in the case of on-site training, those of the speaker) shall be borne by the Customer. For expressly agreed training courses that are not taken within three years of delivery of the subject matter of the contract, the Customer's claim to performance shall lapse. If TRUMPF has removed the product for which the Customer has ordered training from the delivery program after expiry of the confirmed training date without the Customer having made use of the training, the Customer's training claim shall be converted into a claim for equivalent training on another item in



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the current TRUMPF delivery program. There will be no cash redemption.

4. Hourly rates, material prices, travel expenses:

Services and material costs of materials consumed for services (spare parts, consumables, lubricants) shall be invoiced according to TRUMPF's prices valid at the time of performance, which shall be notified to the Customer in advance upon request, and shall be shown separately in the invoice in each case.

5. Machine data

- 5.1 In the course of providing services, TRUMPF collects non-personal data from machine tools, systems, lasers and laser systems. This is usage-independent data such as licensing data and software series status as well as usage-dependent data such as operating status, maintenance data and diagnostics data. The data may include confidential information of the Customer, for example geometries, NC programs or other customer-specific data.
- 5.2 This data is processed and stored by TRUMPF for the provision of the service and for the purpose of general product development and improvement and market analysis. Confidential information of the Customer will only be used for the provision of the service. Any use of confidential information of the Customer for other purposes shall only take place on the basis of a separately granted express consent.