

A. General

1. The service agreements in this document apply to TRUMPF's Remote, Maintenance and Performance Service Agreements (depending on availability) and additional options that can be purchased.
2. The contractual partners are the companies listed on this sales order confirmation, hereinafter referred to as the "customer" and the company TRUMPF Schweiz AG, hereinafter referred to as "TRUMPF".
3. TRUMPF Service Agreements are made up of pre-defined packages and included options. The customer has the option of adding pre-defined options to the packages in some cases. Options can only be added in combination with a package. The combination possibilities can be found in the "TRUMPF Service Agreements" brochure. The availability of individual service components depends on the machine type and, if applicable, the equipment selected for the respective machine. The general terms of delivery for SWISSMEM machines and systems from 2024 are subordinate to this.

B. Service components of the packages

1. Remote service components

- 1.1. The "Remote" Service Agreement includes the following services for the machine named in the order confirmation:
 - a) Error correction by telephone
 - b) Remote Support / online remote diagnostics
 - c) Technical Guides
- 1.2. Scope of services "Error correction by telephone"

Diagnostics and elimination of faults in the TRUMPF machine, along with support and preparation relating to service missions, as far as is possible by telephone. The typical response times of Technical Service apply: Monday to Friday from 07:30 to 17:00, excluding public holidays
- 1.3. Scope of services "Remote Support / online fault diagnosis"
 - 1.3.1. Diagnostics and elimination of faults in the TRUMPF machine, along with support and preparation relating to service missions, as far as is possible via Remote Support.
 - 1.3.2. The following individual access and intervention options are used:
 - a) Remote control
The remote control provides access to the applications and operating system on the operator's computer. It is used to assist the machine operator in the event of operating and input errors.
 - b) Remote diagnostics
Remote diagnostics can be used to detect errors in areas that can be accessed from the operator's computer. That includes components of the NC, the PLC, the user interface and the operating system of the user interface.
 - c) Remote services
Remote services enable the elimination of errors, the updating of sub-modules of the NC, PLC and user interface, the modification and updating of configurations and the adjustment of network configurations.
 - d) Data transmission
Data transmission enables the exchange of files. These include system files on the operating system, application data on the user interface, NC and PLC, NC programs and customer-specific data.

e) Dialog mode

If there is no voice connection by telephone, communication can take place via the dialog mode integrated into the Remote Support software.

- 1.3.3. Machine software updates are not included in the scope of services.

1.4. Technical requirement for Remote Support

- 1.4.1. Remote Support by modem: The modem supplied with the TRUMPF machine is connected when the customer installs the machine and requires the following from the customer:
 - a) a telephone connection via a socket with an analog interface in the area where the machine is installed;
 - b) it must be possible to dial the telephone connection directly, and it must have a direct external line;
 - c) for machines located outside of Switzerland, the connection point must be capable of direct outward dialing
- 1.4.2. Remote Support via Internet: The TRUMPF machine must be prepared for Remote Support via Internet (hardware and software) and requires the following from the customer: a) the machine must be configured via TCP-IP for access to the customer network. b) the machine (Telepresence Box) must be able to establish an Internet connection to the TRUMPF Telepresence portal. The connection is established via IPsec using standard ports UDP 500 and UDP 4500. c) where possible, the firewall access rules should not be deactivated automatically due to extended periods of non-use.
- 1.4.3. The customer must provide TRUMPF with a detailed error description so that TRUMPF can decide whether Remote Support is necessary and possible.
- 1.4.4. Remote Support security: An important factor when using Remote Support connection is the security against unauthorized access.
- 1.4.5. The customer may activate the Remote Support software in the event of an error message in accordance with Clause 1.4.3, or if required for other reasons, only after consultation with TRUMPF.
- 1.4.6. Remote Support may only be provided by personnel authorized by TRUMPF. The customer staff must be trained and authorized to approve Remote Support and operate the machine.
- 1.4.7. In order to establish a Remote Support connection from the TRUMPF service center to the customer's machine, a user ID, password and, in the case of telephone-based remote support, a telephone number for modem access are required. TRUMPF assigns the user ID and password. The customer provides the telephone number for the modem connection. TRUMPF will cover the telephone costs incurred.
- 1.4.8. The customer is not authorized to change the settings of the Remote Support software.
- 1.4.9. TRUMPF will take reasonable state-of-the-art precautions to prevent viruses from getting into the

customer's software from TRUMPF's IT systems in the service center. Nevertheless, should any viruses get into the customer's software through TRUMPF's IT systems, TRUMPF will only be liable in the event of deliberate intent or gross negligence.

1.4.10. The customer must ensure that no viruses are transferred to TRUMPF's IT systems. In the event that any viruses occur at the customer's site which may adversely affect TRUMPF's Remote Support operations, or which may be transmitted during the said operations, the customer undertakes to notify TRUMPF in writing without delay. If TRUMPF suffers damage as a result of the transmission of viruses through the customer's software, the customer undertakes to compensate such damage, insofar as the customer is at fault.

1.4.11. Scope of services "Technical Guides": The customer receives a technical manual showing how to rectify a standardized error description independently. The customer receives the said manual either from TRUMPF's Technical Service or when reporting the malfunction using the Service App. When using the Service App, the customer will also receive the Technical Guides outside the Technical Service's standard response times.

1.4.12. The Service App is available from the store on the Android or iOS device. A free MyTrumpf account is required to use the Service App.

2. Maintenance service components

2.1. The "Maintenance" Service Agreement includes the following services for the machine named in the order confirmation:

- a) all service components of the "Remote" Service Agreement
- b) regular maintenance in accordance with the maintenance checklist with TRUMPF maintenance sticker

2.2. Scope of services of "Regular maintenance according to maintenance checklist with TRUMPF maintenance sticker"

2.2.1. The scope of maintenance work to be performed is specified in the TRUMPF maintenance checklist. It is a component of every service agreement.

2.2.2. The number of maintenance operations per year included in this Service Agreement is listed on the relevant sales order confirmation. If several maintenance operations are performed per year, they are carried out in as regular time intervals as possible. Maintenance is carried out during normal working hours (except Saturdays). The maintenance appointments will be agreed between the customer and TRUMPF at least four weeks prior to the preferred date. In principle, TRUMPF will endeavor to comply with the customer's preferred dates. However, the customer shall not be entitled to request a specific date. If the customer postpones a date set by both parties for the maintenance to be performed more than twice, TRUMPF shall be entitled to bill the

customer for the additional costs incurred as a result.

2.2.3. TRUMPF service employees must have unrestricted access to the machine for the duration of the maintenance mission; the machine is not available for production work during this time. Any waiting times resulting from this will be billed separately.

2.2.4. The customer will ensure the following with regard to a TRUMPF maintenance mission:

- a) cleaning of the system (including the suction system) prior to the start of the maintenance mission so that the maintenance work is not delayed by cleaning work. Cleaning work is not part of the scope of services of a service agreement.
- b) unrestricted accessibility of the system for TRUMPF service engineers. It is particularly important that the maintenance mission is not impeded by materials stored in the vicinity of the machine.
- c) punching machines must be at operating temperature. This is the case when the machine has been running for approx. one hour under production conditions.
- d) provision of support staff and auxiliary materials as required.

2.2.5. Maintenance does not include wear / spare parts and repair services. Parts and work must be contracted and scheduled separately, if required.

2.2.6. Spare parts are not included in the Maintenance Service Agreement. Billing of spare parts exchanged after consultation with the customer occurs upon presentation of proof.

3. Performance service components

3.1. The "Performance" Service Agreement includes the following service components for the machine named in the order confirmation:

- a) all service components of the "Maintenance" Service Agreement
- b) service missions for repairs
- c) Service Parts
- d) provision of special tools

3.2. Scope of services "Service missions for repairs": TRUMPF will remedy malfunctions on the affected machine (including malfunctions of the CNC control) at no additional cost as follows:

3.2.1. Work and travel costs incurred as part of service missions that are required to eliminate faults are included in the scope of services and paid for through the "Performance" service flat rate.

3.2.2. Fault elimination on the CNC control is carried out by TRUMPF or the control manufacturer. Service missions by the control manufacturer are always coordinated and contracted by TRUMPF. Service missions ordered directly by the customer are not covered by the Service Agreements.

3.2.3. In order to eliminate the fault as quickly as possible, an attempt is always made to locate the fault by telephone and to rectify it with the customer's assistance. An on-site service mission will only be carried out if all previous measures have failed to eliminate the fault.

3.2.4. Fault elimination requires the use of original TRUMPF spare parts and consumables. If third-party parts used have caused a malfunction in the machine, the customer will be billed for the costs incurred to rectify the malfunction at the current billing rates for TRUMPF services.

3.2.5. TRUMPF will only eliminate faults and bear the costs if the customer can provide evidence that they have carried out the maintenance work specified in the operator's manual for the respective machine.

3.2.6. The elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), accidents, improper operation or maintenance by the customer or third parties is not included in the scope of services.

3.3. Scope of services of "Service Parts":

Service Parts are single parts or assemblies intended to replace damaged single parts or assemblies of a higher-level unit in order to maintain or restore the original function of the said unit.

TRUMPF will provide Service Parts required for fault elimination at no additional cost as follows:

All Service Parts required to eliminate faults and the cost of shipping (standard shipping) to the customer are included in the scope of services and paid for through the "Performance" service flat rate. However, TRUMPF will be entitled to bill separately for Service Parts that have to be replaced due to personal negligence or failure to observe the operator's manual. TRUMPF's general terms of delivery apply for the delivery of the Spare Parts.

3.3.1. The elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), accidents, improper operation or maintenance by the customer or third parties is not included in the scope of services.

3.3.2. Parts that are not required or need to be replaced are or become the property of TRUMPF. TRUMPF will usually arrange for them to be collected free of charge. If the customer does not facilitate collection of parts that need to be replaced or are not required, TRUMPF will be entitled to bill for these parts.

3.3.3. If parts that need to be replaced or are not required are shipped by the customer by agreement with TRUMPF, TRUMPF will bear the costs for normal shipping. The customer will bear the cost of any other shipping methods (e.g. courier service).

3.3.4. Long-life consumables and consumables are excluded from the provisions of Section 4.3 and shall be billed separately. Consumables are parts which, due to their operation, are unavoidably subject to predictable consumption or wear, or which, owing to their technical properties and place of use, will have to be replaced in the foreseeable future. Long-life consumables are also subject to unavoidable wear and tear as a result of normal operation, which cannot be predicted in the short term. However, the expected service life of these parts is shortened in relation to the service life of the higher-level observation unit. Consumables and long-life consumables are listed separately.

3.4. Scope of services "Provision of special tools":

3.4.1. If special tools are required as part of service missions, the provision, delivery and collection (standard shipping) of these tools is included in the scope of services and paid for through the "Performance" service flat rate.

3.4.2. The provision of special tools to eliminate machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), accidents, improper operation or maintenance by the customer or third parties is not included in the scope of services.

C. Service components of options

1. Service Bonus components

1.1. The "Service Bonus" option can be combined with the "Maintenance" package.

1.2. The "Service Bonus" option includes the following services for the machine specified on the sales order confirmation:

a) Discount on the hourly service rate

b) Discount on the hourly travel rate and travel costs

1.2.1. Scope of services "Discount on the hourly service rate"

1.2.2. A discount of **10%** of the current list price will be applied to all repair services and service missions carried out on the machine listed on the order confirmation.

1.2.3. The discount is only applied to repair services and service missions carried out by TRUMPF service engineers or by partner companies contracted by TRUMPF.

1.2.4. If another discount agreement already exists, the discounts are not aggregated. The highest agreed discount will be applied.

1.2.5. The maximum travel time (arrival and departure times) and travel expenses within the Service Bonus are limited to 4 hrs and 400km.

1.3. Scope of services "Discount on the hourly travel rate and travel costs"

1.3.1. A discount of **10%** of the current list price will be applied to the hourly travel rate and travel costs (number of kilometers) for journeys for all repair services and service missions carried out on the machine listed on the order confirmation.

1.3.2. The discount is only applied to travel to repairs/service missions carried out by TRUMPF

service engineers or by partner companies contracted by TRUMPF.

- 1.3.3. If another discount agreement already exists, the discounts are not aggregated. The highest agreed discount will be applied.

- 1.3.4. The maximum travel time (arrival and departure times) and travel expenses within the Service Bonus are limited to 4 hrs and 400km.

2. Service components of the Express Reaction option

- 2.1. The "Express Reaction" option can be combined with the "Maintenance" and "Performance" packages.
- 2.2. The "Express Reaction" option includes the following services for the machine specified on the sales order confirmation:
- a) hotline response time
 - b) repair response time

- 2.3. Scope of services "Hotline response time"

If the customer reports a machine fault to TRUMPF Front Desk via telephone and the customer cannot be transferred to the technical In-house Sales / Service immediately, they will call back within 2 hours of the case being submitted at the latest (during normal working hours) in order to manage the error and eliminate the malfunction by instructing the customer via telephone. If this is not possible, the time period for sending a service engineer begins in accordance with Clause C) 2.4.

- 2.4. Scope of services "Repair reaction time"

- 2.4.1. If the fault cannot be eliminated via telephone as described in Chapter C) 2.3, a service engineer from TRUMPF or a partner firm commissioned by TRUMPF will be sent.
- 2.4.2. If the malfunction is reported before 14:00 on a working day, the service will normally be provided by no later than 14:00 on the following day. If the fault is reported after 14:00 on a working day, the service will normally be provided by no later than 08:00 on the next but one working day. Saturdays are not considered working days.
- 2.4.3. If there are travel delays that are not the fault of our service personnel or that fall under the customer's area of responsibility, the deadline for sending a service engineer does not apply.

- 2.5. Normal business hours

- 2.5.1. The response times listed in Chapter C) 2.3 and 2.4 apply within TRUMPF's normal business hours from Monday to Friday, 07:30 to 17:00.
- 2.5.2. For fault messages sent after via post, fax or answering machine after 17:00, on public holidays, days before public holidays and before company holidays, the time period begins at 07:30 the following working day

3. Service components of the Remote Extension option

- 3.1. The "Remote Extension" option can be combined with all packages.
- 3.2. The "Remote Extension" option includes the following services for the machine(s) specified on the sales order confirmation:
- a) extended on-call service from Technical Service
 - b) extended use of Remote Support / online remote diagnostics
- 3.3. Scope of services "Extended on-call service from Technical Service"
- 3.3.1. The following extended Technical Service response times for error correction via telephone as described under Section B) 1.2 apply in case of an error: Monday to Friday from 06:30 to 20:00, Saturday from 07:00 to 12:00, excluding public holidays (also in Germany and Austria).
- 3.3.2. The use of the TRUMPF Service App is required for extended Remote Support
- 3.4. Scope of services "Extended use of Remote Support / online remote diagnostics": The following extended Technical Service response times for Remote Support / online remote diagnostics as described under Section B) 1.2 apply in case of an error: Monday to Friday from 06:30 to 20:00, Saturday from 07:00 to 12:00, excluding public holidays (also in Germany and Austria).

4. Service components for Remote Extension 24/7 option (only for selected laser technology branch products)

- 4.1. The Remote Extension 24/7 option can be combined with all packages.
- 4.2. The Remote Extension 24/7 option includes the following services for the machine(s) specified on the sales order confirmation:
- a) 24/7 on-call service from Technical Service
 - b) 24/7 use of Remote Support / online remote diagnostics
- 4.3. Scope of services "24/7 on-call service from Technical Service"
- 4.3.1. Technical Service is available for error correction via telephone as described under Section B) 1.2 in case of an error 24h a day and 7 days a week, including public holidays.
- 4.3.2. Upon conclusion of the agreement, the customer will be notified of a separate telephone number on which to contact Technical Service outside of normal business hours in accordance with Section B) 1.2 / extended on-call service in accordance with Section C) 3. The known numbers apply for normal business hours and extended on-call service.
- 4.4. Scope of services "24/7 use of Remote Support / online remote diagnostics"

4.5. Technical Service is available for Remote Support / online remote diagnostics as described under Section B) 1.3 in case of an error 24h a day and 7 days a week, including public holidays.

4.6. Requirements for the 24/7 Availability option: As the services for the 24/7 Availability option are provided by different TRUMPF subsidiaries, support outside of normal business hours in accordance with Section B1.2 / extended on-call service in accordance with Section C) 3 can only be carried out in English. The customer must ensure that a qualified contact person with a good level of English is present. If necessary, add additional local requirements e.g. participation in special training courses etc.

4.7. The services of this agreement are provided solely by telephone. Service missions by on-call personnel are not covered. Service missions performed by service engineers during the service standby times are also not subject to the Remote Extension 24/7. If a service mission is required, this will be billed separately.

4.8. Customer requirements

The following Course Package for the products is mandatory for at least one employee from each maintenance shift and/or at least one employee from each machine operator shift prior to signing the Remote Extension 24/7 contract:

- a) basic courses for the relevant product
- b) operator course for the relevant product
- c) recommended: Advanced Maintenance Course for the relevant product

4.8.1. We recommend storing a spare parts kit on site. The scope/contents of this package should be agreed with Technical Service.

4.8.2. Compliance with the maintenance intervals set by Technical Service is a requirement for the conclusion of the Remote Extension 24/7 contract. Additionally, the maintenance must be carried out by Technical Service.

5. "Smart View Services" option (if available)

5.1. The Smart View Services option can be combined with all packages, or purchased individually.

5.2. Scope of services "Smart View Services"

5.2.1. The scope of delivery includes the right to use the Smart View Services license.

5.3. "Smart View Services" conditions

5.3.1. Detailed information on system requirements and network configurations can be viewed on the following link: www.trumpf.com/s/TCadLT

5.3.2. Detailed information on data protection can be viewed on the following link: www.trumpf.com/s/TCadLT

5.4. This requires permanent data transmission from the machine to TRUMPF at the specified intervals.

5.5. The availability of the Smart View Services option depends on the machine type.

6. Service components for the Extended Parts Flat Rate option

6.1. The "Extended Parts Flat Rate" option can be combined with the Performance package. (included in Switzerland)

6.2. The "Extended Parts Flat Rate" option includes the following service for the machine named in the order specification: (possibly remove):
a) long-life consumables

6.3. Scope of services "Long-life consumables":
Long-life consumables are parts which, due to their operation, are unavoidably subject to non-short-cycle, predictable consumption or wear, or which, owing to their technical properties and place of use, will have to be replaced in the foreseeable future (long term). However, the expected service life of these parts is shortened in relation to the service life of the higher-level observation unit.

Service Parts are single parts or assemblies intended to replace damaged single parts or assemblies of a higher-level unit in order to maintain or restore the original function of the said unit.

TRUMPF will provide long-life consumables required for fault elimination at no additional cost as follows:

6.3.1. All long-life consumables required to eliminate faults and the cost of shipping (standard shipping) to the customer are included in the scope of services and paid for through the "Extended Parts Flat Rate" option. However, TRUMPF will be entitled to bill separately for long-life consumables that have to be replaced due to personal negligence or failure to observe the operator's manual. TRUMPF's general terms of delivery apply for the delivery of the long-life consumables.

6.3.2. Parts that are not required or need to be replaced are or become the property of TRUMPF. TRUMPF will usually arrange for them to be collected free of charge. If the customer does not facilitate collection of parts that need to be replaced or are not required, TRUMPF will be entitled to bill for these parts.

6.3.3. Consumables are excluded from the provisions of Section 6.3.1 and shall be billed separately. Consumables are parts which, due to their operation, are unavoidably subject to non-short-cycle, predictable consumption or wear, or which, owing to their technical properties and place of use, will have to be replaced in the foreseeable future (short term). Consumables and long-life consumables are listed separately.

7. Service components of Condition Monitoring

7.1. The "Condition Monitoring" Service Agreement is available both as a stand-alone basic package and as an option in combination with the "Remote", "Maintenance" or "Performance" basic packages.

7.2. The "Condition Monitoring" Service Agreement / option, which identifies anomalies using machine data analysis, is available for selected machine types and includes the following services for the machine listed on the sales order confirmation:

- a) proactive specialist contact by telephone
 - b) proactive recommendations for action by mail or in the Service App
 - c) proactive problem solving by TRUMPF service engineers
- 7.3. Scope of services for "Proactive Specialist Contact by Telephone": proactive contact by telephone from TRUMPF Technical Service. The aim is to prevent unplanned machine downtimes as far as possible by proposing data-based solutions, insofar as this is possible on the basis of the available data. Contact times of Technical Service: Monday to Friday from 07:30 to 17:00, excluding public (also in Germany and Austria)
- 7.4. Scope of services of "Proactive recommendations for action by mail or in the service app"
- 7.5. Automatic delivery of a message via Service App or email with a specific recommendation for action (Technical Guide) for the Customer when the machine issues an error message, and provided that a solution can be determined on the basis of the available data. This service is available 24/7 (including public holidays).
- 7.6. Scope of services "Proactive Problem Solving by TRUMPF Service Engineers": Identification of additional service tasks based on the machine data, which can be added to the service engineer's planned call-out. This can avoid unplanned repairs and reduce costs (e.g.: travel costs) for additional service engineer call-outs, insofar as this can be determined on the basis of the available data.
Any additional expenses for repairs or the replacement of parts will be agreed after consultation and approval by the Customer and billed separately. If this content is covered by an existing service agreement, implementation will be carried out according to the said agreement.
- 7.7. Data usage agreement as prerequisite: By placing an order for the "Condition Monitoring" option, the customer agrees to the terms of the "Agreement on the Transfer and Use of Data Standard", which can be accessed on the [link](https://www.trumpf.com/de_CH/produkte/services/services-maschinen-systeme-und-laser/monitoring-analyse/datennutzungsvereinbarung/) https://www.trumpf.com/de_CH/produkte/services/services-maschinen-systeme-und-laser/monitoring-analyse/datennutzungsvereinbarung/. If the customer does not wish to accept the terms of the "Agreement on the Transmission and Use of Data", this must be stated explicitly. In this case, the "Condition Monitoring" Service Agreement / option cannot be used.
- 7.8. Technical requirements for "Condition Monitoring"
- 7.8.1. Availability of machine connectivity: Machine status data is used for the provision of the "Condition Monitoring" product. This data must be transmitted continuously from the TRUMPF machine to the TRUMPF data processing systems. Interruption or malfunction of the connectivity prevents proper provision of the product.
- a) the availability of connectivity depends on the machine type, age and software version. TRUMPF Technical Service must perform a final check to clarify whether the customer's machine(s) can be connected.
 - b) if the machine still uses a modem connection, retrofitting is required to be able to use an Internet connection. This may incur additional costs.
 - c) all relevant information on connectivity solutions for TRUMPF machines can be viewed on the TRUMPF homepage.

Installing the TRUMPF Service App and registering on the MyTRUMPF customer portal:

- a) the recommended actions (Technical Guides) based on TRUMPF's expertise can be provided either by email or via the TRUMPF service app.
- b) The Service App is available via the corresponding app stores for Android or iOS devices.
- c) Use of the TRUMPF Service App requires registration on the MyTRUMPF customer portal, which can be done by clicking on the link: https://www.trumpf.com/de_CH/mytrumpf/meta/registrierung/

7.9. Machine connectivity safety

7.9.1. TRUMPF will take reasonable state-of-the-art precautions to prevent viruses from getting into the customer's software from TRUMPF's IT systems in the service center. Nevertheless, should any viruses get into the customer's software through TRUMPF's IT systems, TRUMPF will only be liable in the event of deliberate intent or gross negligence.

7.9.2. The customer must ensure that no viruses are transferred to TRUMPF's IT systems. In the event that viruses occur at the customer's site that may adversely affect data transmission, or that may be transmitted, the customer is obligated to notify TRUMPF in writing without delay. If TRUMPF suffers damage as a result of the transmission of viruses through the customer's software, the customer undertakes to compensate such damage, insofar as the customer is at fault.

7.10. Notification of one or more predictive contact person(s) in TRUMPF Technical Service: Technical Service requires details of a contact person (e.g.: maintenance personnel, machine operator), who will be contacted by TRUMPF in the event of technical queries or anomalies.

7.11. Notification of change of machine ownership: If a machine to which this service agreement/option applies is no longer in the customer's possession (e.g. in the event of a sale), the customer undertakes to notify TRUMPF that the machine is no longer in its possession.

8. Assessment ("Status Check")

If maintenance was last performed one or more years ago on a machine for which a "Performance" Service Agreement is to be made, a thorough assessment of the machine is carried out by TRUMPF before the start date of the agreement. The assessment is subject to charge and is billed separately according to expenditure. The result of the assessment is recorded in writing and signed by the customer. If the assessment shows that the machine in question is in urgent need of repair, these repairs must be performed separately. The calculation is based on the expenditure. Only after the repairs have been made is the Service Agreement valid. If the machine is in particularly poor condition, TRUMPF is permitted to refuse the "Performance" Service Agreement.

D. Costs and payment

The costs for the respective scope of services, including any accompanying costs (such as travel, food or accommodation costs for TRUMPF service engineers) are covered by the flat rate specified in the order confirmation on page 1 of this Service Agreement. Possible exceptions are listed explicitly in the relevant description of the scope of services.

The flat rates of the Service Agreements and any possible options added are billed in advance annually.

If the Condition Monitoring product was purchased as a stand-alone basic package, the flat rate is billed annually at the start of a billing period. If the Condition Monitoring product is sold as an option, it is billed at the same time as the corresponding basic package. Additional costs may arise for machines with a modem connection as an Internet connection will have to be retrofitted.

Unless otherwise agreed, all invoices issued by TRUMPF are payable by the customer within 14 days of receipt, with no deductions to the account specified by TRUMPF. The VAT rate valid at the time will be charged. The date on which the payment is credited to TRUMPF's account is decisive for the timeliness of the payment. If the invoices are not settled as stipulated in the contract, the services described in the contract are not performed by TRUMPF.

At the end of a contract year, if TRUMPF has changed the basis of calculations for Service Agreements due to increasing costs, a corresponding adjustment can be made to the annual flat rate (a price increase of 2% generally takes place every two years). In this case, the customer is entitled to terminate the Service Agreement with immediate effect within 3 weeks of receiving notice of this change to the annual flat rate.

E. Contract period

1. The contract is effective from the date given on the order confirmation.
2. The minimum term for the Maintenance or Remote Service Agreement, including any added options, is one year. The basic term can however be increased to up to 5 years if agreed by the customer and TRUMPF. This is noted on the order confirmation accordingly. Unless agreed otherwise, the run time is automatically extended by another year.
3. The Performance Service Agreement including any added options can be concluded for a maximum of up to 5 years of operation - beginning from the commissioning / acceptance of the machine by the customer. The minimum term for Performance Service Agreement, including any added options, is one year. The basic term can however be extended to a maximum of the end of the 5th year of operation, if agreed by the customer and TRUMPF. The extension is made in annual increments. This is noted on the order confirmation accordingly. If the basic term is less than this, the term is automatically extended by another year (in annual increments) until the 5th year of machine operation is reached. At this point, the contractual relationship ends automatically.

The contract can be terminated by both parties within 30 days of the end of the basic term or the end of a contractual year without stating reasons.

The "Condition Monitoring" Service Agreement is concluded for an indefinite period and can be terminated with three months's notice to the end of the contract year.

The contract period and notice periods for the "Condition Monitoring" option in combination with a basic package are based on the respective basic package as described in items E)1-E)3.

If a machine to which "Condition Monitoring" Service Agreement / option applies is no longer in the customer's possession (e.g. in the event of a sale), the customer and TRUMPF is entitled to terminate this service agreement without notice. In this case, the customer

undertakes to notify TRUMPF that the machine is no longer in its possession.

In case of a serious breach to the terms of the contract, both parties are entitled to termination without notice.

Notice of termination must be provided in writing.

Liability:

Any liability of TRUMPF - on whatever legal basis - is excluded for damage which has not occurred to the delivery item itself.

This disclaimer does not apply to damages which arise

- a) due to intent on the part of TRUMPF,
- b) due to defects that TRUMPF has fraudulently concealed,
- c) due to culpable death, physical injury, damage to health,
- d) as part of a guarantee commitment under an individual contract,
- e) due to defects in the delivery item, insofar as liability is mandatory under the Product Liability Act.

Force majeure:

Force majeure events (fire, ice, storms, extreme weather, earthquakes, pandemics, epidemics, strikes, war and the closure of borders, etc.), which render obligations arising from this contract substantially more difficult or impossible will entitle TRUMPF to postpone performance for the duration of the hindrance or interruption and for a reasonable start-up time. Strikes, lock-outs and similar circumstances affecting TRUMPF directly or indirectly are deemed equivalent to force majeure.

4. Final provisions

The exclusive place of jurisdiction is the court responsible for TRUMPF Schweiz AG headquarters.

Only Swiss law applies.

Amendments and supplements to this Agreement (including this provision) must be expressly marked as such and must be in writing. Verbal collateral agreements are invalid.

If parts of this condition are ineffective, the remaining provisions are not affected. Both parties undertake to replace the invalid provisions with provisions that come as close as possible to the spirit and purpose of this agreement.

Grüsch, 08.01.2026
TRUMPF Schweiz AG