



Contractual Conditions of Service Agreements 服务协议合同条款

A) General 常规条款

1 The following contractual conditions apply to the TRUMPF service agreements Remote, Maintenance and Performance as well as the corresponding options that can additionally be booked. 以下合同条件适用于通快的远程服务协议、精英版（即保养）服务协议和至尊版服务协议，以及其他相应的可另外订购的选项。

2 The contractual parties is the company named on the order confirmation, hereinafter referred to as "Customer" and TRUMPF (China) Co. Ltd, hereinafter referred to as "TRUMPF". 合同双方为订单确认函上指定的公司，以下简称“客户”，和 通快（中国）有限公司，以下简称“通快”。

3 TRUMPF service agreements are made up of packages and options. The Customer has the option of adding defined options to the packages. Options can only be concluded in combination with a package. 通快服务协议由套餐和选项组成。客户可以选择在套餐中添加规定的选项。选项只能与套餐相结合使用（不可仅勾选选项而不选择套餐）。

The availability of individual service components depends on the machine type and, if applicable, the equipment selected for the respective machine. 各项服务产品及内容的适用性取决于机器或机床类型，如果适用，则该服务产品及内容将自行匹配该机器或机床。

4 All the on-site maintenance and repair mission generally shall be arranged during normal working days from Monday to Friday (9:00am-17:30pm). If the Customer has to arrange the on-site service during weekends and holidays, according to TRUMPF's service charge policy, the extra overtime working fee should be paid by the Customer. The rules are: 50% extra surcharge for Saturday; 100% extra surcharge for Sunday and 200% extra surcharge for holidays. 所有的现场保养及维修任务一般应安排在工作日周一到周五（9:00am-17:30pm）。如果客户只能将现场服务安排在周末及节假日，则根据通快的服务收费政策，额外的加班服务费需要由客户另行支付。额外的加班服务费收费标准为：周六额外加收50%服务费，周日额外加收100%服务费，法定假期额外加收200%服务费。

B) Service components of the packages 套餐的服务内容

1. Service components of the "Remote" package 远程服务协议的内容

1.1 The service agreement "Remote" includes the following services for the machine(s) named on the order confirmation: 远程服务协议为订单确认函中规定的机器提供以下服务：

- Telephone troubleshooting 电话解答疑难
- Remote Support / Online remote diagnostics 远程支持/在线远程诊断
- Technical Guides 技术指南

1.2 Scope of services for "Telephone troubleshooting" "电话解答疑难"服务范围

Diagnostics and correction of errors of the TRUMPF machine as well as support and preparation of service calls, in as far as this is possible by telephone. The standard response times of Technical Service: Monday to Saturday from 8:30 AM to 5:00 PM; except for public holidays. 通过电话进行诊断和纠正通快机器的问题以及提供技术支持（限通过电话可以实现的情况下）。标准服务响应时间：周一至周六，8:30am至5:00pm，法定假期除外。

1.3 Scope of services for "Remote Support / Online remote diagnostics" "远程支持/在线远程诊断"的服务范围

1.3.1 Diagnostics and correction of errors of the TRUMPF machine as well as support and preparation of service calls, in as far as this is possible with the help of the Teleservice system. 诊断和纠正通快机器的问题以及提供技术支持（限通过远程服务系统可以实现的情况下）。

1.3.2 The following individual access and intervention options are used: 将会采用以下单独访问和干预措施：

a) Remote control 远程操控

The remote control allows access to the applications and the operating system of the operator's computer. It is used to support the machine operator in the event of operation and input errors. 远程操控允许访问客户操作人员计算机的应用程序和操作系统，它将在发生错误操作和错误输入时为机器操作人员提供支持。

b) Remote diagnostics 远程诊断

Errors that are in the access area of the operator's computer are detected using remote diagnostics. That includes components of the NC, the PLC, the user interface and the operating system of the user interface. 使用远程诊断检测客户操作人员计算机访问区域中的错误，包括NC，PLC，用户界面和用户界面的操作系统组件。

c) Remote administration 远程管理

The remote administration allows errors to be eliminated, sub-modules of the NC, PLC and user interface to be updated, configurations to be modified and updated and network configurations to be modified. 远程管理可以排除故障，更新NC、PLC和用户界面的子模块，修改和更新配置、修改网络配置。

d) Data transfer 数据传输

The data transfer enables the exchange of files. These include system files of the operating system, application data of the user interface, NC and PLC, as well as NC programs and customized data. 数据传输可实现文件互传。其中包括操作系统的系统文件，用户界面的应用程序数据，NC和PLC，以及NC程序和自定义数据。

e) Dialog mode 对话模式

If there is no voice connection by telephone, communication can take place via the integrated dialog mode of the remote diagnostics software. 如果没有电话语音联络，可以通过远程诊断软件的集成对话模式进行沟通。

1.3.3 Software updates are not included in the scope of performance. 软件更新不包括在该服务协议范围内。

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1.4 Technical requirements for Remote Support 远程支持的技术要求

1.4.1 Remote Support via Modem: 通过调制解调器提供远程支持:

The connection to the modem is established during the setting up of the machine at the Customer. The following conditions must be met for this on the Customer side: 客户需在设置机器时连接调制解调器。为此, 客户端必须满足以下条件:

- a) A telephone connection via a telephone jack with analog interface in the setup area of the machine; 通过机器设置区的模拟电话接口的插孔连接电话;
- b) It must be possible to directly dial the telephone connection and to offer a direct-outward dialing option; 必须能够直接拨打电话并提供直接拨号选项;

1.4.2 Remote Support via Internet: 通过互联网提供远程支持:

The TRUMPF machine must be prepared for Remote Support per Internet (hardware and software) and the following requirements must be met on the Customer side: 必须为通快机器通过互联网进行远程支持做好准备 (硬件和软件), 客户方必须满足以下要求:

- a) The machine must be configured via TCP-IP to enable access to the Customer network. 机器必须通过 TCP-IP 进行配置, 以便能够访问客户网络。
- b) The machine (Telepresence Box) must be able to establish an online connection via the Customer network to the TRUMPF Telepresence portal. The connection is made via IPSec using standard ports UDP 500 and UDP 4500. 机器 (远程监控) 必须能够通过客户网络与通快门户建立在线连接。连接通过 IPSec 进行, 使用标准端口 UDP 500 和 UDP 4500。
- c) The firewall access rules should not be automatically deactivated due to longer periods of non-use. 防火墙访问规则不能因长期未使用而自动停用。

1.4.3 The Customer must transfer a detailed description of the fault to TRUMPF, in order that TRUMPF can decide whether a Teleservice call is advisable and feasible. 客户必须向通快提供故障的详细描述, 以便通快决定远程服务是否可取和可行。

1.5 Remote Support security 远程支持安全性

An important factor in using the Remote Support connection is security against unauthorized access. 使用远程支持连接的一个重要因素是防止未经授权的访问。

1.5.1 The Customer activates the Remote Support software only after consulting with TRUMPF based on a error message according to item 1.4.3 or in another case of need. 客户只有向通快就故障信息 (依照第1.4.3) 或其他需要的情况进行咨询后, 才能激活远程支持软件。

1.5.2 Remote Support may be provided only by TRUMPF authorized personnel. The staff of the Customer must be trained and authorized to allow Remote Support and to operate the machine. 远程支持只能由经通快授权的人员提供。客户员工必须经过培训和授权之后才能通过远程支持操作机器。

1.5.3 A user ID, a password and – for telephone-based Remote Support – a telephone number for the modem access are required to establish a Remote Support connection from the TRUMPF Service center to the Customer machine. The user ID and the password are assigned by TRUMPF. Information about the telephone number for the mode connection is supplied by the Customer. TRUMPF hereby bears the resulting telephone costs. 建立从通快服务中心到客户机器的远程支持连接, 需要用户 ID 和密码, 基于电话的远程支持还需一个调制解调器可访问的电话号码。用户 ID 和密码由通快分配。有关模式连接的电话号码信息由客户提供。通快特此承担由此产生的电话费用。

1.5.4 The Customer is not authorized to change the settings of the Remote Support software. 客户无权更改远程支持软件的设置。

1.5.5 Depending on the state of the art, TRUMPF will take suitable precautions to prevent a penetration of viruses from the TRUMPF IT systems of the service center into the Customer's software. Nevertheless, should viruses enter the Customer's software through TRUMPF IT systems, TRUMPF will only be liable in cases of intentional misconduct or gross negligence. 根据现有技术水平, 通快将采取适当的预防措施, 防止病毒从服务中心的通快 IT 系统侵入客户的软件。尽管如此, 如果病毒通过通快 IT 系统进入客户的软件, 通快仅在存在故意不当行为或重大过失的情况下才承担责任。

1.5.6 The Customer must ensure that no viruses are transferred to TRUMPF IT systems. If viruses occur at the Customer which impair the activity of TRUMPF within the scope of the Remote Support or could be transferred during this Remote Support, the Customer is obliged to notify TRUMPF immediately in writing. If TRUMPF suffers losses due to the transfer of viruses from the Customer's software, the Customer is obliged to compensate for such losses to the extent that the Customer is responsible for these losses. 客户必须确保没有病毒传输到通快 IT 系统。如果客户系统存在病毒, 损害了通快在远程支持范围内的活动, 或者病毒可能在远程支持期间扩散, 客户有义务立即以书面形式通知通快。若通快因客户软件内的病毒传播而导致损失, 客户有义务在其负责的范围内赔偿该等损失。

1.6 Scope of services of "Technical Guides" 技术指南的服务范围

1.6.1 The Customer shall receive technical instructions on how to rectify a standardized error description independently. The Customer receives these instructions either from TRUMPF's Technical Service or when reporting the malfunction using the service app via the service app. When using the service app, the Customer will also receive the Technical Guides outside the Technical Service's standard response times. 客户会收到有关如何独立纠正标准化故障的技术说明。客户可以从通快的技术服务部门获得这些说明或在服务应用程序报告故障时收到这些说明。使用服务应用程序时, 客户也会在技术服务的标准响应时间外收到技术指南。

2. Service components of the "Maintenance" package 精英版服务协议的服务内容

2.1 The service agreement "Maintenance" includes the following services for the machine(s) named on the order confirmation: 精英版服务协议为订单确认函中规定的机器提供以下服务:



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- All service components of the service agreement "Remote" 远程服务协议的所有服务内容

2.2 Scope of services for "Regular maintenance according to the maintenance checklist with TRUMPF maintenance sticker" “根据带有通快保养标签的保养清单进行定期保养”的服务范围

2.2.1 The scope of the services which are rendered during the maintenance is set out in the TRUMPF maintenance checklist. It is part of each service agreement. 通快保养清单列出了通快在保养期间提供的服务范围。每个服务协议都包含这部分内容。

2.2.2 There shall be one maintenance job per year included in this service agreement. If multiple maintenance jobs are chosen and carried out each year, these will be carried out at regular intervals in as far as possible. The maintenance jobs are carried out on workdays during normal working hours (except weekends and holidays). The maintenance dates are agreed between the Customer and TRUMPF, generally at least four weeks before the desired date. TRUMPF always strives to meet the Customer's desired date. However, there is no claim to a desired date. If the Customer want to reschedule the date, the rescheduled date shall be agreed by both Parties, if the Customer reschedules more than twice and additional cost happens, TRUMPF will be entitled to bill the Customer for the additional costs incurred as a result. 该协议通常提供每年一次的机床养护服务。如果客户选择每年进行多次保养工作，这些工作将尽可能定期进行。保养工作在工作日的常规工作时间（周末及节假日除外）进行。保养日期由客户和通快通常至少在所需日期前四周共同商定。通快始终努力满足客户期望的日期。但是，通快不承诺客户期望日期。如果客户需要改期，需经双方同意。若客户改期超两次且导致额外费用产生的，通快将有权向客户收取由此产生的额外费用。

2.2.3 TRUMPF Service staff must have full access to the machine for the duration of the service call; the machine will not be available for production operations during this period. Waiting times that arise due to the reasons of Customer will be billed to Customer separately. 在服务任务期间，通快服务人员必须具有对机器的完全访问权限；在此期间，该机器将无法用于生产。因客户原因导致的通快服务人员等待时间将单独向客户收费。

2.2.4. The Customer must ensure the following with a view to a TRUMPF maintenance call: 为了通快保养工作的顺利开展和进行，客户必须确保以下事项：

- Cleaning of the system (including suction system) before the start of the maintenance call, in order that the maintenance work is not delayed by cleaning work; cleaning work should be done by Customers before the on-site maintenance. 在保养开始之前对系统（包括吸尘排气系统）进行清洁，以免清洁工作耽误保养任务；现场保养工作开始前，客户需完成清洁工作。
- Free access to the system for TRUMPF Service staff; in particular, no impairment of the maintenance call through material storage in the area of the machine. 通快服务人员可自由访问系统；注意存放在机器区域材料不能影响保养工作。
- Punching machines must be in warmed up state. This is the case if the machine has been running for

around one hour under production conditions. 冲床必须处于预热状态，如机器在生产条件下运行大约一小时。

- Provision of auxiliary staff and auxiliary material, in so far as required. 根据需要提供辅助人员和辅助材料。
- Completion of necessary parts and preparation for maintenance. Customer should pay the additional cost resulting from the waiting time because of the lack of spare parts and preparation. 需提前备好保养所需备件并完成保养服务的相关准备工作，如若因备件缺失或准备工作不足导致等待时间，由此产生的额外费用需由客户承担。

2.2.5. No repair services are contained in the maintenance. These works must be separately commissioned and paid by the Customer and scheduled. 保养服务不包含维修服务。维修工作需另行由客户委托及支付相关费用，并另行安排。

2.2.6 No spare parts are contained in the service agreement Maintenance. The spare parts exchanged after consultation with the Customer are calculated subject to verification and to be paid by Customer separately. 精英版服务协议不包含备件，与客户协商后更换的备件在核实后进行费用核算并由客户另行支付。

2.2.7 It may be necessary to involve specialists and special tools during the maintenance, attachment parts such as exhaust system incl. extinguisher system, process cooler, conveyor belt, robot, etc., are not covered by the maintenance package and TRUMPF will not offer maintenance service. The functionality of attachment parts such as conveyor belts can only be ensured by maintenance performed by the manufacturer. The components installed are subjected merely to visual inspection in the course of TRUMPF's maintenance. TRUMPF service engineer will inform the Customer in the event of irregularities. The same procedure will apply for other add-on components that are offered by 3rd parties. 在保养过程中，可能会涉及到需要专业人士和专用工具，例如吸尘排气系统（含灭火系统），冷却或空调系统、传送带或机器人等附属部件或装置不在通快保养范围内，通快不对其提供保养服务。传送带等附属部件的功能只有通过其生产商提供的养护才能得到保障。通快所提供的保养服务，仅包括对该附属组件进行可视化检查。如有任何异常情况，通快的服务工程师将会通知客户。同样的流程也适用于那些额外增加的来自其他第三方的组件或附属组件。

3. Service components of the "Performance" Package 至尊版服务协议的服务内容

3.1 The service agreement "Performance" includes the following service components for the machine(s) specified on the order confirmation: 至尊版服务协议为订单确认函中规定的机器提供以下服务：

- All service components of the service agreement "Maintenance" 精英版服务协议的所有服务内容
- Service missions for repairs 维修服务
- Service parts 维修件
- Provision of special tools 提供专业工具

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3.2 "Service missions for repairs" scope of services: "维修服务"的服务范围:

TRUMPF eliminates faults at the relevant machine (incl. malfunctions at the CNC control) without additional costs as follows: 通快可以解决相关机床的故障 (包括 CNC 控制器的故障), 无需额外费用, 具体如下:

3.2.1 Work and travel expenses in the context of service missions required for fault elimination are included in the scope of services and paid for via the "Performance" service fee. 解决故障之相关工作及差旅费用均包含在“至尊版”服务费中。

3.2.2 Fault elimination at the CNC control is carried out by the manufacturer of the control or by TRUMPF. Service missions by the manufacturer of the control are always coordinated and assigned by TRUMPF. Service missions ordered directly by the Customer are not covered by the service agreements. CNC控制器的故障排除由控制器制造商或通快执行。控制器制造商的服务任务始终由通快协调和分配。客户直接订购的服务任务不在服务协议的涵盖范围内。

3.2.3 To achieve fault elimination as promptly as possible, an attempt is generally made to localize the fault on the phone and have it eliminated with the assistance of the Customer. If that is successful, a deployment of the customer service engineer is not required. 为了尽快排除故障, 通常会尝试通过电话定位故障, 并在客户的帮助下排除故障。如果成功, 则不需要部署服务工程师现场任务。

3.2.4 The use of genuine TRUMPF spare parts and consumables is required for fault elimination. If third-party components used cause a malfunction of the machine, the Customer will be charged the costs for fault elimination in accordance with the current charge rates for TRUMPF services. 需要使用通快原装零件和耗材来排除故障。如果客户使用第三方组件导致机器故障, 通快将根据通快现行服务收费标准向客户额外收取排除故障的费用。

3.2.5 A prerequisite for the fault elimination and assumption of costs by TRUMPF is that the Customer has verifiably carried out the maintenance work specified in the operator's manual for the respective machine. 通快排除故障和承担成本的前提是客户可以证实其已经执行了相应机器操作手册中指定的保养工作。

3.2.6. The elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party is not included in the scope of services. 因不可抗力 (火灾、地震、洪水、罢工等)、事故、客户或第三方操作/保养不当而引起的机器故障不包括在服务范围内。

3.2.7. In principle, TRUMPF shall, at the request of the Customer, provide on-site services to the Customer no more than 12 times or 120 hours a year; If the on-site service frequency exceeds 12 times or 120 hours annually, or is less than 12 times or 120 hours annually, but the Customer still requires TRUMPF to provide on-site services under unnecessary circumstances due to certain reasons, TRUMPF has the right to take necessary measures to intervene, including but not limited to refusing or increasing the price of future contract renewals. Customers who renew the contracts or sign a contract for more than one year are not subject to the above frequency and task time restrictions. 原则

上, 通快应客户要求至客户现场服务年度次数不超过12次或总任务时间不超过120小时; 对于年度现场服务次数超过12次或总任务时间超过120小时, 或即使低于12次或总任务时间低于120小时, 但客户由于某些原因, 在非必要情况下, 仍要求通快至客户现场提供服务的, 通快有权采取必要措施予以干预, 包括但不限于拒绝或提高未来续约合同价格等。续保及签署的合同有效期超1年的客户不受上述次数及任务时间条款限制。

3.3 "Service parts" scope of services: 维修件服务范围:

Service parts are single parts or assemblies determined for replacing damaged single parts or assemblies of a higher-level unit in order to retain or restore the original function of the higher-level unit. 维修件是用于替换损坏的单个部件或更高级别组件的单个零件或组件, 以保留或恢复上级单元的原始功能。

TRUMPF provides service parts required in the context of fault elimination without additional costs as follows: 通快提供故障排除所需的服务零件, 无需额外费用, 具体如下:

3.3.1 All service parts required for fault elimination and their shipment (standard shipping) to the Customer are included in the scope of services and paid for via the "Performance" service fee. However, TRUMPF is entitled to charge service parts separately that need to be replaced due to negligence by the Customer or by failure to observe the operator's manual. 排除故障所需的所有部件及运输费用(标准运输条件)均包含在服务范围内 (该费用已包含在至尊版服务费) 中。但是, 对于因客户疏忽或未遵守操作手册而导致需要更换的部件, 通快有权单独收取费用。

3.3.2. The elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party is not included in the scope of services. 因不可抗力 (火灾、地震、洪水、罢工等)、事故或客户或第三方操作/保养不当而引起的机器故障不包括在服务范围内。

3.3.3 Replaced parts or parts not required are or become the property of TRUMPF. TRUMPF will normally arrange for their collection free of charge. If the collection of replaced parts or parts not required is made impossible by the Customer, TRUMPF is entitled to invoice these parts. 被更换的旧件或不需要的备件为或成为通快的财产。通快通常会免费回收。如果客户无法退回被更换的旧件或不需要的备件, 通快将就这些旧件/备件向客户收取费用。

3.3.4 If the Customers sends in replaced parts or parts not required in agreement with TRUMPF, TRUMPF shall bear the costs for standard shipping; the Customer shall bear the costs for other shipping types (e.g. courier service). 如果客户在与通快协商一致后寄出被更换的旧件或不需要的备件, 通快应承担标准运输费用; 客户应承担其他运输类型 (例如快递服务) 的费用。

3.3.5 Long-lasting consumables and other consumables are not covered by the package and are charged separately. 长寿命耗材和其他耗材不在本协议的规定范围内, 需单独收费。

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3.4 "Provision of special tools" scope of services: "提供专业工具"的服务范围

3.4.1 If special tools are required in the context of service missions, their provision incl. their delivery and collection (standard shipping in each case) is included in the scope of services and paid for via the "Performance" service fee. 如果在服务任务中需要专业工具, 则其交付和回收/退运 (均采用标准运输) 费用均包含在服务范围内。

3.4.2 The provision of special tools for the elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party is not included in the scope of services. 消除因不可抗力 (火灾、地震、洪水、罢工等)、事故、客户或第三方操作/保养不当而引起的机器故障所需要的专业工具不包含在服务范围内。

C) Service components of the options可选项及相关内容1. **Service components of the option "Visual Assistance" "视频通话助手"服务组件的选择**

The "Visual Assistance" option can be combined with all packages. "视频通话助手"可以与所有服务协议结合使用。

1.1 The "Visual Assistance" option includes the following services for the machine listed on the sales order confirmation "视频通话助手"为销售订单确认函中列出的机器提供以下服务

- Visual Assistance 视频通话助手

1.2 Scope of services of "Visual Assistance" "视频通话助手"的服务范围

1.2.1 Visual Assistance facilitates better diagnosis and rectification of problems on TRUMPF machines. Within limits, Visual Assistance also provides support and helps you to prepare for service missions. 视频通话助手有助于更好地诊断和纠正通快机器上的问题。在一定范围内, 视频通话助手还可以提供支持, 帮助您为现场服务任务做好准备。

1.2.2 Visual Assistance features 视频通话助手功能

a) Video calls 视频通话

Once the Customer is at the machine with a device of their choice (e.g. smartphone, tablet or smart glasses), TRUMPF's In-house Service team can start a video call with the Customer. 客户在机器前使用自己选择的设备 (例如智能手机、平板电脑或智能眼镜), 通快的热线服务团队就可以与客户开始视频通话。

During the video call, TRUMPF's In-house Service team can inspect the Customer's machine via the camera on the Customer's device. Another option is for TRUMPF's In-house Service team to activate the camera on their device to solve the problem, or even share their screen with the Customer. 在视频通话期间, 通快热线服务团队可以通过客户设备上的摄像头检查客户的机器。另一种选择是让通快热线服务团队激活设备上的摄像头以解决问题, 或者与客户共享屏幕。

b) Markings on a freeze frame 在定格画面上添加标记

Everyone on the video call has the option of freezing the video and adding markings or text within the freeze frame. 视频通话中的每个人都可以选择定格视频并在定格画面内添加标记或文本

c) Pictures and video calls 图片和视频通话

It is possible to capture images and videos during the video call. Once captured, the pictures can be saved while the video call continues. For videos, this option is also available after the video call has finished. 可以在视频通话中截屏和录屏。截屏后, 可以在视频通话继续的同时保存图片。对于视频, 此选项在视频通话结束后也可用。

d) Chat 聊天

The chat function is as an alternative means of communication if it is too noisy in the machine hall and communication via Visual Assistance or telephone is not possible. 如果机器所处环境太吵, 并且无法通过视频通话助手或电话进行通信, 可以选择聊天功能。

1.2.3 Updates of the Visual Assistance app are available free of charge from the relevant app store 视频通话助手应用程序的更新可从相关应用程序商店中免费获得

1.3 "Visual Assistance" requirements "视频通话助手"的要求

1.3.1 In order to use Visual Assistance, you have to install the Visual Assistance app on the end device (e.g. smartphone, tablet, smart glasses). For this purpose, TRUMPF shall ensure that the Customer can install the app (e.g. via the respective app stores). 要使用视频通话助手, 您必须在终端设备 (例如智能手机、平板电脑、智能眼镜) 上安装视频通话助手应用程序。为此, 通快应确保客户可以安装应用程序 (例如通过相应的应用商店)。

1.3.2 TRUMPF shall make the app available for download in the app stores and send the Customer an email containing the access data for logging into the app. 通快会在应用商店中提供应用程序下载, 并向客户发送一封电子邮件, 其中包含用于登录应用程序的数据。

1.3.3 The Customer must provide TRUMPF with a detailed description of the problem on the TRUMPF machine so that TRUMPF can decide whether it is worthwhile to use Visual Assistance. 客户必须向通快提供通快机器出现的问题的详细描述, 以便通快决定是否值得使用视频通话助手。

1.3.4 A reliable Internet connection is required for uninterrupted video calls. The Customer must ensure the availability of a suitably fast Internet connection, either via WLAN or mobile Internet. The minimum and recommended bandwidths depend on the type of call and the number of participants. The Customer can obtain information on the required bandwidths from their contact person at TRUMPF. 不间断的视频通话需要可靠的互联网连接, 客户必须确保通过WLAN或移动互联网提供适当的快速的互联网连接。最小带宽和建议带宽取决于呼叫类型和参与者数量。客户可以从通快的联系人处获取有关所需带宽的信息。

1.4 Collection and storage of personal and non-personal data in Visual Assistance 在视频通话助手中收集和存储个人和非个人数据

Customer acknowledge and agree that in the course of providing services using Visual Assistance, TRUMPF collects data from the Customer. This can be personal data (e.g., image or video recordings) and non-personal data (e.g., recordings of the Customer's equipment, the

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Customer's end products). Customer guarantee to obtain the separate consent from the corresponding subject of personal data before the provision of each service. 客户知悉并同意：在使用视频通话助手提供服务的过程中，通快会从客户处收集数据。这可能是个人数据（例如，图像或视频记录）和非个人数据（例如，客户设备、客户最终产品的记录）。客户保证每次服务前应获得相应个人信息主体的单独同意。

When personal data is processed, it is stored and used to perform the contractually agreed service. 个人数据会被存储并用于执行合同约定的服务。

TRUMPF will process and store the personal data solely for the purpose of providing the service through Visual Assistance. The data will not be used for any other purpose. The data will be retained to ensure the traceability of the services provided and will be deleted as soon as it is no longer required for the aforementioned purposes. The handling of data by TRUMPF shall be in compliance with the relevant laws and regulations of the People's Republic of China on data protection. 通快仅出于运用视频通话助手提供服务的目的处理和存储个人数据。数据不会用于任何其他目的。数据将被保留以确保所提供的服务的可追溯性，并在不需要用于上述目的时立即删除。通快处理数据的行为将遵守中华人民共和国数据保护相关法律法规。

Customer guarantee that the collection, provision and processing of data (including personal and non-personal data) are in compliance with the relevant laws and regulations of the People's Republic of China on data protection. 客户应确保其收集、提供和处理数据（包括个人数据和非个人数据）的行为符合中华人民共和国数据保护相关法律法规。

2. Service components of the option "Parts Bonus" "耗材折扣"选项的服务内容

The option "Parts Bonus" can be combined with the "Maintenance" and "Performance" Package. "耗材折扣"选项可以与精英版及至尊版服务协议结合使用。

- 2.1 The option "Parts Bonus" includes the following services for the machine(s) named on the order confirmation: "耗材折扣"为订单确认函中规定的机器提供以下服务：

- Discount on consumables and long-lasting consumables 耗材和长期耗材折扣

- 2.2 "Discount on consumables and long-lasting consumables" scope of services: "耗材和长期耗材折扣"服务范围：

2.2.1 For all consumables and long-lasting consumables used for the machine(s), a discount of 10% of the currently valid list price is granted. 在合同有效期内，合同所对应机床的所有耗材和长寿命耗材均可享受当前有效标价的 10% 的折扣。

2.2.2 The necessity of the replacement of the long-lasting consumables is determined by Technical In-House Sales / Service or by Technical Field Sales. 更换长期耗材的必要性由热线服务/或现场服务人员决定。

2.2.3 The Customer orders consumables as required from TRUMPF, stating the machine number. TRUMPF reserves the right not to grant a discount if the ordered quantity exceeds the normally required amounts. If no machine number is specified, the discount is not granted.

客户根据需从通快订购耗材，并注明机器编号。如果订购数量超出正常需求，通快保留不予折扣的权利。如果未指定机器编号，则不授予折扣。

2.2.4 If there is already a different discount agreement, the discounts are not added. The highest agreed discount is applied. 如果存在多个不同的折扣协议，折扣不会叠加计算，仅适用最高的那个折扣。

2.2.5 The discount on consumables and long-lasting consumables is not granted if the machine malfunctions were caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the customer or third party. 如果机器故障是由不可抗力（火灾、地震、洪水、罢工等）、事故或客户或第三方操作/维护不当引起的，则不享受耗材和长期耗材的折扣。

3. Service components of the option "Team Maintenance" "团队保养"选项的服务内容

The "Team Maintenance" option can be combined with the "Maintenance" package and the "Performance" package. "团队保养"选项可以与精英版服务协议及至尊版服务协议结合使用。

- 3.1 The "Team Maintenance" option includes the following services for the machine specified on the order confirmation: "团队保养"选项为订单确认函中规定的机器提供以下服务：

- Team Maintenance 团队保养

- 3.2 "Team maintenance" scope of services "团队保养"服务范围

To reduce the plannable idle times of the machine(s) mentioned on the order confirmation to a minimum, for selected machines TRUMPF will carry out the maintenance service described in chapter 2.2 with 2 service engineers. 为将订单确认函中规定的机器的预计闲置时间降至最低，对于选定的机器，通快将安排两位服务工程师执行章节2.2所述的保养服务。

4. Service components of the option "On-Site Flatrate" "现场维修服务费用包"选项的服务内容

The "On-Site Flatrate" option can be combined with the "Maintenance" package. "现场维修服务费用包"选项可以与精英版服务协议结合使用。

- 4.1 The "On-Site Flatrate" option includes the following service components for the machine(s) specified on the order confirmation: "现场维修服务费用包"为订单确认函中规定的机器提供以下服务：

- Service missions for repairs 维修服务任务

- 4.2 "Service missions for repairs" scope of services: "维修服务任务"服务范围：

TRUMPF eliminates faults at the relevant machine (incl. malfunctions at the CNC control) without additional costs as follows: 通快可排除相关机床的故障（包括CNC控制器的故障），无需额外费用，具体如下：

4.2.1 Work and travel expenses in the context of service missions required for fault elimination are included in the scope of services and paid for via the option "On-Site

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Flatrate". 排除故障的工作和差旅费用包含在服务范围内, 并通过“现场维修服务费用包”选项支付。

4.2.2 Fault elimination at the CNC control is carried out by the manufacturer of the control or by TRUMPF. Service missions by the manufacturer of the control are always coordinated and assigned by TRUMPF. Service missions ordered directly by the Customer are not covered by the service agreements. CNC控制器的故障排除由控制器制造商或通快执行。控制器制造商的服务任务始终由通快协调和分配。客户直接订购的服务任务不包括在服务协议的范围内。

4.2.3 To achieve fault elimination as promptly as possible, an attempt is generally made to localize the fault on the phone and have it eliminated with the assistance of the Customer. If that is successful, a deployment of the customer service engineer is not required. 为了尽快排除故障, 通常会尝试通过电话定位故障, 并在客户的帮助下排除故障。如果成功, 则不需要部署服务工程师现场任务。

4.2.4 The use of genuine TRUMPF spare parts and consumables is required for fault elimination. If third-party components used cause a malfunction of the machine, the Customer will be charged the costs for fault elimination in accordance with the current charge rates for TRUMPF services. 需要使用通快原装零件和耗材来排除故障。如果客户使用第三方组件导致机器故障, 通快将根据通快现行服务收费标准向客户额外收取排除故障的费用。

4.2.5 A prerequisite for the fault elimination and assumption of costs by TRUMPF is that the Customer has verifiably carried out the maintenance work specified in the operator's manual for the respective machine. 通快排除故障和承担成本的前提是客户可以证实其已经执行了相应机器操作手册中指定的保养工作。

4.2.6. The elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party is not included in the scope of services. 因不可抗力(火灾、地震、洪水、罢工等)、事故或客户或第三方操作/维护不当而引起的机器故障不包括在服务范围内。

4.2.7 No spare parts are contained in the option “On-Site Flatrate”. The spare parts exchanged to repair the machine are calculated subject to verification and to be paid by Customer separately. “现场维修服务费用包”选项中不包含备件, 为维修机器而更换的备件在核实后进行费用核算并由客户另行支付。

4.2.8 Limitation of on-site service times and hours refers to “Service components of the “Performance” Package” (chapter 3.2.7). 有关现场维修服务次数和小时数限制的规定请参照“至尊版服务协议的服务内容”(3.2.7条)。

The aggregate liability of TRUMPF under each service agreement shall be limited to an amount equal to the service price received by TRUMPF under such service agreement. 在任何情况下, 通快不对客户遭受的任何收益或利润损失、业务损失、机会损失、使用或生产损失(包括工厂停工和延误)、原料、原材料或产品的毁损灭失、应向第三方支付合同索赔和、罚金、任何惩罚性赔偿、产品召回费用(以上各类损失均无论系直接或间接损失)或其它任何间接或结果从属性损失承担责任。通快在每一服务协议项下承担的各项责任累计不超过通快依照该服务协议实际所收到的服务费。

E) Force majeure 不可抗力

Events of force majeure (like fire, ice, storms, extreme weather, earthquake, pandemic, epidemic, strike, war, closing of borders, etc.) which significantly impede or render impossible obligations from this agreement, will entitle TRUMPF to postpone fulfillment for the duration of the hindrance or interruption as well as for a reasonable start-up period. Force majeure will be deemed to be strike, lock-out and similar circumstances which directly or indirectly affect TRUMPF. 如果出现不可抗力事件(如火灾、冰雹、风暴、极端天气、地震、大流行病、流行病、罢工、战争、边境关闭等)显著阻碍或使本协议规定的义务无法履行, 通快将有权推迟履行, 推迟的时长等于阻碍或中断的时间以及合理的启动时间。直接或间接影响通快的罢工、停工和类似情况等都属于不可抗力。

F) Concluding provisions 结束语

1. Amendments and supplements to the agreement (including this provision) must be explicitly identified as such and must be made in written form. 对协议(包括本条款)的修改和补充必须以书面形式明确作出。
2. If part of provisions are invalid, this will not affect the other provisions. Both parties undertake to replace the invalid provisions with provisions that come as close as possible to the purpose of this agreement. 若本条款的部分内容无效, 其他条款不受影响。双方承诺以尽可能接近本协议目的的条款取代无效条款。
3. The Agreement (including the quotation terms, Terms and Conditions) is made in both Chinese and English. Chinese Version shall take priority. 协议(含报价条款、条款及条件), 以中英文书就。中文版本具有优先的法律效力。
4. Exclusive place of jurisdiction is the competent court in the location of TRUMPF. 通快所在地的有管辖权的法院为专属管辖。
5. The law of the People's Republic of China shall apply exclusively. 中华人民共和国法律应排他适用。

D) Liability 责任

Under no circumstances shall TRUMPF be liable to Customer for any loss of revenue or profits, loss of business, loss of opportunity, loss of use or production (including plant downtime and delays), loss of or damage to feed, raw materials or product, contractual damages or penalties payable to third parties, punitive damages, product recall costs, in each case whether direct or indirect, or otherwise for any indirect or consequential loss or damage incurred by Customer.