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representing the mechanical, electrical, electronic and metalworking industries in Europe) and prevailing at the time of the conclusion of the specific contract. The current (most recent) version of the ORGALIME Documents is available at TRUMPF's registered office in Hungarian, English or German, depending on the expected language of the specific contract, and will be sent to the partner by email without delay in response to a message sent to [ertekezes@hu.TRUMPF.com](mailto:ertekezes@hu.TRUMPF.com) initiating the forwarding of ORGALIME Documents.

4. If the Customer places an order with, or purchases products or any other services from another company belonging to the TRUMPF Group, then the contractual terms and conditions of that company of the Company Group shall apply to the legal relationship between that company and the Customer.
5. The provisions of these GTC shall not apply to (subsequent) performances (repairs) carried out within the framework of products and machinery purchased from other companies belonging to TRUMPF Group, and of services falling within the scope of the warranty provided by TRUMPF, even if in respect of such services TRUMPF acts directly on behalf and as a contributor of the other company of the Group.
6. Any supplementary oral agreements made in addition to the contracts concluded shall not be valid. Supplementary agreements and contract amendments shall be valid only in writing or in the form of a simple email message, and this requirement also applies to derogations from this condition.
7. The legal relationship created between TRUMPF and the Customer shall be governed by the laws of Hungary, excluding the Vienna Convention (the United Nations Convention on Contracts for the International Sale of Goods) and the provisions of International Private Law.
8. The Parties shall abide by the jurisdiction of Hungarian courts, and for cases falling within scope of competence of district courts, the jurisdiction of the Central District Court of Buda.
9. Even if the conditions set out in these GTC are met, the Customer shall only be entitled to withhold or unilaterally reduce payments or other own services, or to offset them against counterclaims if its right to withhold or reduce them or its counterclaims are not disputed by TRUMPF, they have been established with legally binding effect, or there is another binding judicial decision in place regarding those, in favour of the Customer. This does not affect the Customer's right to otherwise object to the non-performance or the inadequate performance of contractual obligations or to otherwise enforce a claim against TRUMPF.
10. TRUMPF shall at any time be entitled to effect technical changes if those aim at development.
11. The Customer consents to TRUMPF's processing of the data regarding the trade in goods and payment transactions performed with the Customer for the purposes of fulfilling the assignment.
12. The Parties shall preserve any information, data that they have become aware of during the preparation, conclusion and fulfilment of the contract as business secrets and shall disclose those to any third party only subject to the written permission of the other Party only. The Parties shall be liable for any damages caused by the infringement of the obligation of confidentiality pursuant to the Civil Code of Hungary.
13. The legal relationship created between the Parties shall be governed by that version of these GTC valid at the time of contract conclusion. TRUMPF shall be entitled to unilateral modification of these GTC; the GTC in effect from time to time shall be applicable to continuous services. The GTC in effect and the notice on any amendments thereto are also available on the website of TRUMPF; there is no need to specifically inform the Customer of this.

**II. Delivery and performance deadline, delay in delivery and performance****A. General part:<sup>1</sup>****General terms and conditions governing all legal relationships between TRUMPF and the Customer****I. General part**

1. The following contractual terms and conditions form the basis of each sale, delivery and service performed or to be performed by TRUMPF Hungary Kft. (hereinafter: TRUMPF) for the buyer or the customer (hereinafter: Customer), and of any other legal relationships. These General Terms and Conditions of Delivery and Service (hereinafter: GTC) shall constitute an integral part of the contract concluded by and between TRUMPF and the Customer. The Customer's own contractual terms and conditions shall not become part of the contract even if TRUMPF does not expressly object to that upon accepting the assignment or the order.
2. Unless otherwise agreed, the scope of these GTC does not cover contracts concluded by TRUMPF with a consumer specified as per Act V of 2013 on the Civil Code of Hungary (hereinafter: Civil Code).
3. In the case of services delivered regarding the sale, transportation and/or installation of electronic products, matters not regulated in the GTC shall be **governed** – before the application of the general provisions of Hungarian law – **by the provisions of the most recent "General Conditions for the Supply and Installation of Mechanical, Electrical and Electronic Products"** (hereinafter: ORGALIME Documents) issued by **ORGALIME** (the organisation

<sup>1</sup> Please note: these GTC contain provisions that may considerably deviate from statutory regulations, standard contractual practice, or conditions previously applied between the parties. Such provisions are highlighted in bold, and upon the submission of the order they shall be deemed accepted by the Customer.



1. The delivery and performance deadlines are included in the agreements made and entered into by and between TRUMPF and the Customer. **The performance deadline shall be regarded as a fixed deadline or a deadline binding to TRUMPF only if the Parties have expressly stipulated so in their agreement.** Compliance with the deadline by TRUMPF is subject to the precondition that the contracting parties have fully clarified any and all business and technical details regarding the contract and that the Customer has fulfilled all its obligations, such as the special obligations pertaining to contribution, availabilities, data supplies, the provision of technical or any other prerequisites (with special regard to installation conditions), and advance payment. If this does not apply, then the delivery/performance deadline shall be extended accordingly. If modification of the scope of delivery/performance becomes subsequently necessary, or this is requested by the Customer, then the delivery/performance deadline shall also be extended accordingly. TRUMPF shall be entitled to refuse performance without bearing the legal consequences of delay or any other breach of contract as long as the conditions of safe, contractual performance are not provided by the Customer. In case delivery/performance is delayed due to a reason attributable to the Customer, all additional costs (warehousing costs, shipping costs, funding costs, own and subcontractors' extra work costs (removing, costs of installation equipment), extra travelling costs, costs for additional service hours exceeding the planned measure, and any other administrative costs that are entailed by the extension of the delivery/performance deadline or the rescheduling of performance shall be borne by the Customer.

2. **If the delay in delivery/performance arises due to circumstances that cannot be directly attributed to TRUMPF, TRUMPF shall not be liable for the delay** and the delivery/performance deadline shall be extended accordingly. This also applies to cases where the suppliers or other contributors of TRUMPF have supplied defective or incomplete goods, failed to effect timely delivery, or do not have the required free capacity at the specific time, and TRUMPF was forced to purchase goods or services in order to deliver the products or services to the Customer and the defective, incomplete or untimely performance or delivery of goods by its suppliers or other contributors or the insufficient capacity of its contributors cannot be directly attributed to TRUMPF. TRUMPF shall, as soon as possible, notify the Customer of the start and expected duration of such circumstances.

3. **Should unforeseeable circumstances not directly attributable to TRUMPF render the fulfilment of the contract, within the meaning of Clause II.2, difficult for TRUMPF for a period that is unforeseeable or jeopardises the purpose of the contract, and such obstacle to fulfilment may only be eliminated at such an expense that is not to be expected from TRUMPF in the ordinary course of business (e.g. unpredicted losses), TRUMPF shall be entitled to withdraw from the contract.** In such a case, TRUMPF shall immediately notify the Customer of the difficulties faced in performance, and shall immediately return to the Customer any consideration already received and effected, following its withdrawal from the contract. The Customer may not make any claims in addition to claiming reimbursement for such items.

### III. Delivery terms and conditions, payment terms, fees

- Deliveries of goods by TRUMPF to the Customer shall be governed by the INCOTERMS clauses in their version applicable from time to time, provided that they do not infringe any mandatorily applicable Hungarian legal norms. Unless otherwise provided for by the Parties, every delivery of goods by TRUMPF shall take place under the "EXW (Ex Works) TRUMPF factory" INCOTERMS clause. If, under the relevant agreement, TRUMPF takes out an insurance policy for the delivery, then that shall only apply to the shipment from the factory to the boundary of the Customer's site.
- Unless otherwise provided for by the Parties, all invoices issued by TRUMPF shall be payable without any deductions to the applicable bank account number specified by TRUMPF and within 30 days as from receipt by the Customer. Timely payment shall be determined according to the crediting to the bank account of TRUMPF.
- TRUMPF reserves the right to request full or partial advance payment

from the Customer.

- Unless indicated otherwise, the agreed prices are always net prices, excluding any statutory value-added tax applicable at the date of delivery or performance, which shall be charged by TRUMPF over and above the net price in accordance with the legislative requirements.

### IV. Retention of ownership

- TRUMPF shall reserve its ownership concerning the subject-matter of any sale, delivery, contractor or other service until all payment obligations under the relevant contract are fulfilled in their entirety, including the Customer's fulfilment of any additional services applicable in addition thereto.
- If the subject-matter of the service is delivered at its destination before the payment of the total Purchase Price, TRUMPF is entitled to request the Customer upon delivery that the Parties draw up a written report specifically on the retention of the title. If the report confirming the retention of title is not signed on behalf of the Customer concurrently with the delivery at the latest, TRUMPF shall be entitled to refuse unloading the equipment concerned and cancel the delivery. In such a case, the costs and other legal consequences of the failed delivery shall be borne by the Customer, and TRUMPF shall be entitled to withhold its own services until the report is drawn up.
- If the subject-matter of the service is delivered at its destination before the payment of the total Purchase Price and the amount of the unpaid net purchase price is at least 40% of the total Purchase Price, concurrently with the delivery TRUMPF **may request the Customer in advance—in addition to drawing up the report referred to in Clause IV. 1—to arrange for recording the retention of title in the collateral registry**, in connection with which TRUMPF shall cooperate with the Customer. In such a case, if the fact that the sale is subject to the retention of title is not included in the collateral registry concurrently with the delivery at the latest, TRUMPF shall be entitled to refuse unloading the equipment concerned and cancel the delivery. In such a case, the costs and other legal consequences of the failed delivery shall be borne by the Customer, and TRUMPF shall be entitled to withhold its own services until the entry is made in the collateral registry.
- During the period of retention of ownership, the Customer may not alienate and encumber the subject-matter subject to reservation of rights in any way, thus it may not pledge or encumber it as security, until all payment obligations are fulfilled in their entirety. During the period of retention of ownership, the Customer shall indicate the retention of the title in its books and the documentation (owner's manual) of the equipment concerned.
- Within the context of the regular course of business, the Customer may process or alienate such product prior to full compliance with all payment obligations—without, however, being entitled to pledge or encumber such product as security—, if it has, provably, ordered the goods as an integrator or any other intermediary trader and notified TRUMPF thereof in advance, and if it has not defaulted on payment and there are no grounds existing for the initiation of any insolvency proceedings of any kind against it. The Customer shall hereby assign all of its receivables from third parties arising from the processing or alienation of the goods to TRUMPF in advance as collateral for the receivables by TRUMPF. This assignment shall apply, irrespective of the fact whether the goods subject to retention of ownership were alienated without or after processing. Independently from the assignment, the Customer is still entitled to collect the receivables and TRUMPF shall not collect such receivables as long as the Customer is not in default on payment and no reasons apply regarding the initiation of an insolvency procedure against it. The Customer shall process or combine the goods subject to the retention of ownership with other items only for TRUMPF. If the goods concerned are combined with chattels or times not belonging to TRUMPF, then the TRUMPF company shall be entitled to shared ownership of the new item thus created, in proportion to the value of the goods subject to the retention of ownership and the acquisition value of the other items at the time of processing.
- In the event of pledging, seizure or any other provisions effected by



third parties, the Customer shall immediately notify TRUMPF thereof.

7. In the event of any behaviour by the Customer contrary to the contract, particularly in case of default on payment, TRUMPF shall be entitled, after withdrawing from the contract, to recover the object, and the customer shall be obliged to release such item. In such a case, TRUMPF may elect to request that the Customer delivers the object at its own cost and risk to the registered seat/site of TRUMPF or allow TRUMPF to remove the object from its site. If TRUMPF elects to remove the object, the Customer shall ensure TRUMPF unhindered access to the relevant site and access to the object for the duration of demounting and removal, and shall eliminate any factors that might interfere with the removal at its own cost. In addition to claiming the reimbursement of any other damages, TRUMPF may also claim from the Customer the reimbursement of the costs of demounting and removal.

#### V. Defective performance ("warranty")

1. If the subject-matter of the sale or the service has defects already at the time when risk of damage is transferred, TRUMPF shall provide warranty according to the following provisions only, subject to the exclusion of any additional claims, but in consideration of the limitation of liability for damages under Chapter VI:

1.1 TRUMPF shall—at its own discretion—repair, free of charge, or replace all defective parts of the subject-matter of the contract by a flawless one (hereinafter referred to as "subsequent performance"). In doing so, TRUMPF shall choose the form of subsequent performance which it deems appropriate in consideration of all circumstances and which is in proportion to the relevant costs, and shall act within a reasonable time limit depending on the time required for purchasing the spare parts. **In case the subject-matter of the sale, i.e. the entire machine, is replaced, the Customer shall reimburse TRUMPF for the consideration payable for the use of the originally delivered, replaced object.**

1.2 Regarding subsequent performance, the place of performance shall be the place of destination agreed upon in respect of the subject-matter of the contract, if TRUMPF had a service station in the country of destination at the time of contract conclusion, otherwise it shall be the seat of the Customer in Hungary. TRUMPF reserves the right to perform the repair works, if they are necessary, at the plant of TRUMPF. Normally, the costs of subsequent performance—including transportation and travel costs, labour costs and material costs—are borne by TRUMPF up to the place of performance of the subsequent performance. If the Customer has transported the subject-matter of the contract to another place, and the costs of subsequent performance increase for that reason, the Customer shall bear the extra costs according to TRUMPF's price list valid at the date of performance, and TRUMPF shall hand over this price list to the Customer upon request. If the Customer shall bear any additional costs incurred abroad, then the rates applicable in the country concerned shall be applied thereto.

1.3 The Customer shall be entitled to withdraw from the contract or request the reduction of the contract price on the grounds of any defect within the warranty period, if TRUMPF has—in consideration of the exceptions specified by the law—failed to observe the equitable deadline set for the subsequent correction or subsequent performance, or if the subsequent performance that had been previously reported completed was unsuccessful again and, given the nature of the defect, the Customer cannot expect any further attempts of subsequent performance. In such a case, as well, the right of withdrawal may only be exercised where the defects materially limit usability.

1.4 Claims for damages may be made according to Chapter VI only.

1.5 The normal wear and tear of parts or tools (e.g. die cutting and bending devices, lenses, nozzles, releasing mirrors, external deflection optics) occurring during normal use shall not provide grounds for claims for defective performance.

1.6 The enforcement of claims for defective performance shall be excluded if the defect is based on the Customer's non-compliance with the installation or operating instructions, a failure to perform the required maintenance of the subject-matter of the contract or any action counter to the maintenance requirements (operating

instructions) or any other abnormal use of the subject of the sale. During maintenance, original TRUMPF replacement parts and consumables shall, basically, be used.

1.7 Should the subject-matter of the contract violate the patent or copyright of third parties in Hungary, then TRUMPF shall, at its own cost, acquire the right for continued use by the Customer, or shall modify the subject-matter of the sale in a manner acceptable to the Customer, so that the violation of patent rights would no longer exist. If this is not possible under economically acceptable conditions or within an appropriate deadline, then both the Customer and TRUMPF are entitled to withdraw from the contract.

1.8 The list of the above obligations of TRUMPF shall be, in consideration of those specified in Chapter VI, exhaustive for the violation of patent rights or copyrights. Such obligations shall apply only if

- the Customer has not contributed to the increase of the damage by a late notification of the enforced patent or copyright violations.
- the Customer has provided appropriate support to TRUMPF in the elimination of the enforced claims and makes it possible for TRUMPF to implement the amending measures in line with the previous Paragraph.
- TRUMPF may apply any remedial action, including out-of-court settlements as well, and
- the legal defect or the infringement is not based on a cause induced by the Customer, particularly not a requirement of the Customer or the fact that the Customer has imperiously modified the subject-matter of the contract or it has not used it in compliance with the contract.

1.9 Regarding software products, Chapter X shall also apply, in addition to the foregoing.

1.10 The foregoing do not affect the fact that the Customer may not enforce any claims for defects that are not immediately objected to, obvious or detected.

2. If the Customer takes steps itself, after obtaining the necessary approval by TRUMPF, to eliminate defects that would, according to the above provisions, fall within the scope of obligations of TRUMPF, then the Customer shall, in this regard, not qualify as a performance agent of TRUMPF. TRUMPF shall only be responsible for the consequences of any such procedure conducted by the Customer itself if the Customer has acted in compliance with the requirements and provisions of TRUMPF. TRUMPF shall reimburse to the Customer the costs incurred for the elimination of the defect by itself to the extent TRUMPF should have borne the costs without the Customer's own procedure.
3. Unless specifically provided otherwise by the Parties in their individual agreement, liability for defects (and the implied warranty obligation) shall be **excluded** in case of a sale of **used items**. In the case of used item sales, TRUMPF shall not guarantee the item's suitability for their intended, reasonably expected, otherwise normal or any other use.
4. The Customer's right to warranty shall prevail at all times in the case of defects maliciously concealed by TRUMPF.

#### VI. Liability for damages

1. **TRUMPF's liability for any and all damages arising from TRUMPF's any and all breach of the agreement concluded with the Customer or caused otherwise to the other Party—except for damages caused to the subject-matter of the service— shall be excluded.** The exclusion or limitation of liability shall not apply to the following cases:

- liability for damages caused wilfully by TRUMPF;
- liability for breach of contract attributable to TRUMPF that harms human life, physical integrity and health;
- statutory liability based on product liability rules for product damages toward third persons not qualifying as Customers;
- limitation of liability amount potentially stipulated under a separate agreement within the individual contract with the proviso that such a

stipulation must be explicit, and unless provided otherwise, TRUMPF's liability even within this threshold shall not cover damages arising from loss of material gain (e.g. from loss of production) or from substitute transaction (e.g. toll manufacturing).

**Other than the above, no claims for damages may be demanded of TRUMPF**

2. The liability and warranty obligation of TRUMPF shall be particularly excluded in the following cases, when they are not directly attributable to TRUMPF: unsuitable or unprofessional use, defective assembly or commissioning by the Customer or third parties, normal wear and tear, defective handling or misappropriation, irregular maintenance, unfit plant equipment, defective construction works, unsuitable building foundation, chemical, electrochemical or electrical impacts, or other external impacts. If the Customer or a third party performs unprofessional repairs, then TRUMPF shall not be liable for the resulting consequences. The same applies to any modification of the subject-matter of the sale/service that was not approved by TRUMPF in advance.
3. The lapse of the Customer's claims for damages which are based on TRUMPF's breach of contract or the defects of the subject-matter of the sale/service are governed by Chapter VII.
4. Regarding software products, Chapter X shall also apply, in addition to the foregoing.

**VII. Warranty period, other limitation**

1. Unless otherwise provided for by the Parties, **claims and demands for warranty defects and any other breach of contract prior to performance**—under any legal title whatsoever—shall **lapse within twelve months** calculated from the following:
  - a) the date of delivery (in the event of purchases where TRUMPF did not assume any obligation to take in or install the subject-matter of the contract),
  - b) acceptance—either realised or deemed realised—of the subject-matter of the contract (cf. Chapter VIII, Clause 7) on the part of the Customer (in the event of purchases where TRUMPF has assumed the obligation to take in or install the subject-matter of the contract, see Chapter VIII, and in case of contractor services whose subject-matter is other than the construction of buildings).
2. If TRUMPF performs works subsequently, the limitation period of claims for defects shall, for parts concerned by subsequent performance, recommence only once TRUMPF has acknowledged its obligation concerning subsequent performance without reservations. Acknowledgement of the obligation of subsequent performance shall **effect the recommencement of the limitation period only in respect of the acknowledged defect. Subsequent works performed by TRUMPF on an equitable basis shall not imply such acknowledgement of the defect objected to; therefore, it shall not effect a recommencement of the limitation period either. The Customer may not offset its warranty rights against the claims of TRUMPF after the lapse of the warranty claim. The Customer may not offset its claim for damages against the claims of TRUMPF after the lapse of the claim for damages.**
3. Any other claims of the Customer made under any legal title against TRUMPF shall lapse within twelve months from the date on which the claim was made and became due.
4. Claims for wilfulness and those under the legal provisions concerning product liability, and the statutory limitation periods applicable to contractor services the subject-matter of which is the construction of a building, shall remain valid and unchanged.
5. If TRUMPF undertakes a guarantee obligation under an ad hoc agreement, where the specific defect is repaired or replaced under the guarantee, the guarantee period will only recommence in respect of the part involved in the subsequent performance if the ad hoc agreement specifically includes a provision in that regard. Unless otherwise provided, in the case of subsequent performance within the separately undertaken guarantee period, the guarantee period recommenced in respect of the part involved in the subsequent performance shall expire at the latest of the following dates: (i) the last

day of the original guarantee period undertaken in the original agreement (irrespective of a potential recommencement of the guarantee period or the suspension of the guarantee period due to the subsequent performance), or (ii) the last day of the 12th month calculated from the subsequent performance concerned.

**Furthermore, in addition to the foregoing, certain deliveries and services shall be subject to the rules outlined on the following pages as well.**

**B. Special part:**

**Terms and conditions applicable to certain deliveries and services, in supplementation to the General Part**

**VIII. General provisions applicable to machine tools, equipment, laser-beam machines and laser systems**

1. **The quote and its acceptance:** TRUMPF limits the possibility of accepting its quote—made for the purpose of contract conclusion—explicitly and exclusively to the conditions and validity period set out in the quote. The possibility of accepting the quote with a different content is excluded, irrespective of the significance or materiality of the derogation. If the contract was not concluded by the Parties in writing and subsequently the Customer draws it up in writing with modifications or supplemented by conditions that are deemed immaterial and sends it to TRUMPF, this will not result in the amendment of the original contractual provisions (i.e. the amended or supplementary conditions do not become a part of the contract), even if TRUMPF fails to object to them without delay.

If any additional function related to the equipment included in the quote is listed in the quote with a negative price, it shall mean—unless provided otherwise in the quote—that the additional function replaces a basic function of the equipment; i.e. the equipment is delivered without the replaced basic function.

2. **Confirmation of the order:** in certain cases, after the Customer's order has been submitted (and the prepayment has been made) TRUMPF issues and sends to the Customer a confirmation containing the main conditions of the supply contract. In the confirmation of the order, TRUMPF is entitled to update the performance deadline or time limit based on the latest information on production and supply or in function of the date of prepayment, and to postpone them unilaterally in justified cases without the legal consequence of a breach of contract. If a provision otherwise applicable to the delivery is not specifically included in the confirmation of the order, this shall not be construed as TRUMPF's waiver of the application of that provision. The provision concerned shall remain applicable to the content of the delivery. In the case of any discrepancy between TRUMPF's quote as accepted by the Customer and the confirmation of the order (excluding the performance deadline or time limit), the provisions in TRUMPF's quote shall prevail.

If the Customer places its order outside the validity period of the quote or the order includes supplementary or different provisions relative to the quote but TRUMPF issues the prepayment request as per its quote regardless and the Customer makes the prepayment, the delivery contract shall be created between the Parties on the prepayment date (with the proviso that, if the prepayment is made after the expiry of the deadline specified on the prepayment request, TRUMPF shall be entitled to withdraw from the order concerned without justification [necessity of certifying the loss of interest] and without setting an extended deadline). In such a case, in respect of the content of the delivery contract the content of TRUMPF's latest quote shall prevail.

3. **Preliminary delivery/acceptance:** If the Parties have agreed on **preliminary delivery/acceptance** at the factory of the TRUMPF Group prior to the shipping of the subject-matter of the contract, then the standard procedure defined by the TRUMPF Group shall take place during such preliminary delivery/acceptance with a view to verify operability. A protocol shall be drawn up of this, to be signed by both Parties. In such case, the Customer shall provide prototypes free of charge, in a timely manner prior to the preliminary delivery/acceptance, for the purpose of test runs.
4. **Acceptance:** The Customer may refuse to accept the subject-matter of the contract, irrespective of making any claims due to potential



defects, only if a material defect exists. Partial deliveries are allowed, if their acceptance can be expected from the Customer (including, in particular, the case referred to in Clause VIII. 7.1).

5. **Taking in the equipment:** Taking in the subject-matter of the contract (= unloading the transported object from the transport vehicle and moving it to the place of installation) shall be included in the scope of tasks of TRUMPF only if the Parties expressly agree on that. If moving the subject-matter of the contract is not TRUMPF's responsibility, the risk of damage in respect of the delivered object is passed to the Customer at the moment when TRUMPF unloads the consignment from the arriving means of transport, and hands it over to the Customer for moving it inside.

If the Parties have agreed on the **taking in of the equipment by TRUMPF**, then TRUMPF shall be obliged to perform the following services, and TRUMPF shall assume limited risks during the taking-in, due to the following obligation of cooperation of the Customer:

The carrier hired by TRUMPF shall unload the subject-matter of the contract and all its accessories from the transport vehicle and take it to its place of installation and place it there. Within the framework of the taking-in procedure, TRUMPF shall provide all hoists and transport equipment. During the intake procedure, the Customer shall support TRUMPF free of charge and shall ensure that (a) the transport route and the place of installation is free from any obstacles, (b) the length of the transport route is not longer than 200 m, and (c) the transport route runs on level ground without any interruptions and does not have any objects protruding into the structure gauge of the road. The scope of service does not include the repeated lifting of the subject-matter of the contract at the place of installation (e.g. due to placing onto an oil sump or footing).

Once TRUMPF has moved the equipment inside (unloaded it from the transport vehicle), the Customer shall protect the equipment and arrange for its storage conditions and the prevention of access by unauthorised persons. **Upon moving the equipment inside, the risk of damage is passed to the Customer** and in respect of the equipment, TRUMPF shall only be liable for damages resulting from its own negligence.

6. **Installation and commissioning:** Installation and commissioning of the subject-matter of the contract shall be included in the scope of tasks of TRUMPF only if the Parties expressly agree on that. If the Parties agree on the **installation and commissioning of the equipment by TRUMPF**, then the Parties shall provide services and cooperation to each other as follows:

6.1 The subject-matter of the contract shall be installed by the service technician of TRUMPF or a partner hired by TRUMPF at the final place of installation. All preconditions to be ensured by the Customer are included in the Installation and Operating Conditions and the Installation Plan issued by TRUMPF, which shall be handed over by TRUMPF to the Customer upon the confirmation of the order or in due time before the equipment is moved inside, and the Customer shall comply with such preconditions at its own cost by the specified deadline. With a view to the timely, uninterrupted execution of the process, the Customer shall make available, free of charge, appropriate assistant staff and, if necessary, hoists to the service technician responsible for the assembly.

6.2 The service technician of TRUMPF shall perform the commissioning—which also includes the functional check, after the installation—within the context of the standard procedure specified by TRUMPF. If the machine qualifies as "partly completed machinery" as per Machinery Directive No. 2006/42/EC, then only the functional check shall be performed, but TRUMPF shall not perform commissioning.

7. **Delivery & acceptance:** If the Parties have agreed on a delivery & acceptance in the relevant contract or it is obligatory under the law, then the subject-matter of the contract shall be delivered & accepted within the framework of the standard procedure specified by TRUMPF.

7.1 The Customer shall be obliged to accept the item after the functional check, except if there is a default that materially limits usability. If partial functions of the subject-matter of the contract are individually fit for production purposes and delivery & acceptance, then

the **Customer shall be obliged to partial acceptances of the items.**

A protocol shall be drawn up of the (partial) delivery & acceptance, to be signed by both Parties. If the subject-matter of the contract is a unit, equipment or function that in itself is fit for more than one production purpose, the Customer is required to partially accept the unit, equipment and function that in itself is fit for individual production purposes, unless TRUMPF's responsibilities also specifically included the installation of the whole system, or the connection, automation or harmonisation of individual elements or functions thereof.

7.2 The (partial) delivery & acceptance shall be regarded as performed even if

- the Customer does not sign the delivery & acceptance protocol despite its existing acceptance obligation (see Clause 7.1) within the reasonable deadline set for it or if it refuses to do so despite being repeatedly called upon by TRUMPF, or
- the commissioning or the functional check is delayed without any significant reason (within TRUMPF's control), and TRUMPF has therefore set a reasonable deadline for cooperation for the Customer but the deadline has lapsed unsuccessfully, or
- the Customer commissions the subject-matter of the contract for production purposes (starts using it).

8. **Training:** If the Parties enter into a separate agreement in this regard, a generally max. one-day long training on the operation of the subject-matter of the contract shall be provided to the Customer at the site, concurrently with the foregoing.

9. **Hampering the performance of services during the taking-in, installation, commissioning, functional check of the equipment or the training:**

9.1 The Customer shall immediately eliminate any unforeseeable or technical disturbances at the location of the installation. In such a case (or if the Customer did not or did not properly ensure that the installation preconditions are in place) The Customer shall separately reimburse any extra services provided or extra costs incurred by TRUMPF in addition to the contractual services, or any waiting times that cannot be utilised otherwise according to the price list of TRUMPF valid at the time of the service, along with the additional costs incurred by third parties hired by TRUMPF. This does not apply to the case where the additional services, waiting times or extra costs are based on circumstances attributable to TRUMPF or third parties hired by TRUMPF.

9.2 If performance of the services is delayed for reasons that are not attributable either to TRUMPF or the third parties hired by TRUMPF, then TRUMPF may set an appropriate deadline for the Customer with a view to eliminate the obstacles. After the deadline has lapsed unsuccessfully, TRUMPF shall be entitled to refuse to perform or suspend the services, and in such a case the Customer may not cite the non-performance of the services. TRUMPF may claim the payment of the remuneration agreed, reduced by the non-incurred expenses and the revenues generated by the alternative exploitation of its own workforce.

10. Importing, exporting or other transportation of the subject-matter of the shipment or certain components thereof may, if certain conditions apply, be subject to authorisation domestically or abroad. The Customer shall be responsible for the timely obtainment of any required official permits.
11. The delivery deadline shall be extended automatically by the duration of the delay in making the prepayment.
12. If the Customer falls delinquent in paying the first instalment of the prepayment, the production of the product ordered may also be rescheduled, and in such a case TRUMPF shall be entitled to set a new performance deadline in function of the manufacturer's capacity, without breach of contract.
13. From the 15th day of the delinquency of making the prepayment, TRUMPF shall be entitled to withdraw from the contract without having to certify the loss of interest.



# IX. General terms and conditions of orders, invoicing, payment, delivery and complaints related to goods

TRUMPF Hungary Kft. (hereinafter: TRUMPF) undertakes to order and deliver goods (which shall be understood as spare parts, maintenance materials and punching/bending tools not considered to be machine tools or laser technology equipment) for the Customer separately or together with services directly or indirectly related to the goods ordered, subject to the terms and conditions specified in this Chapter IX.

The provisions of this Chapter IX constitute an integral part of quote and order confirmation documents issued by TRUMPF.

The other chapters of these General Terms and Conditions of Delivery and Service shall apply to products, goods and services other than those specified above.

1. **Issuing quotes:** In each and every case, TRUMPF prepares a quote on the required goods – regardless of whether the Customer requires this directly or TRUMPF's Technical Customer Service generates this request in relation to after-sales services. TRUMPF's quotes are based on the DAP parity, i.e. the purchase price includes the cost of delivery to the Customer's site. TRUMPF limits the possibility of accepting its quote—made for the purpose of contract conclusion—explicitly and exclusively to the conditions and validity period set out in the quote. The possibility of accepting the quote with a different content is excluded, irrespective of the significance or materiality of the derogation.

2. **Orders:** TRUMPF accepts orders only in writing (also including, for the purposes of this Chapter IX, simple email messages). The Customer is required to send orders for spare parts to the e-mail address [alkatresz@hu.TRUMPF.com](mailto:alkatresz@hu.TRUMPF.com) or [parts@hu.TRUMPF.com](mailto:parts@hu.TRUMPF.com), whereas orders for punching and bending tools are to be sent to the e-mail address [szerszam@hu.TRUMPF.com](mailto:szerszam@hu.TRUMPF.com). If the order is submitted on the basis of a quote elaborated by TRUMPF, the Customer shall include TRUMPF's reference number of the quote in the order. TRUMPF shall be entitled to refuse written orders sent electronically from a server different from the Customer's server by an employee of the Customer who is not authorised to place the given order or has not certified his authorisation. In the case of orders placed via the Customer's server (and electronic mail system), the Customer's employee sending the email shall be deemed authorised to place the order.

By placing an order, the Customer accepts the provisions of these GTC, otherwise TRUMPF shall have the right to refuse the Customer's order.

3. **Order confirmation:** Orders sent by the Customer are in each case confirmed by TRUMPF in writing (also including, for the purposes of this Chapter IX, simple email messages), provided that the Customer's order meets the requirements set out herein or—subject to TRUMPF's written consent—requirements different from the provisions of these GTC. The order confirmation shall contain the finalised commercial terms (e.g. price, expected delivery deadline, etc.). If the list price of the good ordered changes at TRUMPF during the period between the submission of TRUMPF's relevant quote and the confirmation of the order, TRUMPF shall be entitled to adjust the purchase price of the good in accordance with the change in the list price, and to indicate the adjusted purchase price in the confirmation of the order. In such a case, the Customer shall be required to pay the adjusted purchase price shown in the confirmation of the order.
4. **Receipt of goods:** The Customer shall be responsible for checking the quantity and quality of the goods ordered by the Customer and delivered to the specified address (also see Clause IX. 10: Complaint). The ownership of the goods shall be transferred to the Customer upon full financial settlement acknowledged by TRUMPF.
5. **Invoicing** On the ordered goods, TRUMPF shall issue an invoice in each case for the Customer, regardless of whether there is any service linked to the goods of not.

Goods taken to the premises and built in by TRUMPF's staff shall be invoiced on the basis of a worksheet approved by the Customer (signed by an authorised employee of the Customer). Any services directly or indirectly related to built-in goods shall be displayed item-

by-item in a separate invoice (taking into account TRUMPF's hourly rates and call-out charges from time to time in effect, and the approved worksheet).

6. **Credit:** The Customer may receive from TRUMPF a refund (for returned goods) in the form of credit only if the Customer has ordered the goods based on the prior professional, written proposal of TRUMPF's Technical Customer Service, and the following requirements are also met:

- preliminary consultation with TRUMPF's **Logistics Department** ([logisztika@hu.TRUMPF.com](mailto:logisztika@hu.TRUMPF.com)), followed by TRUMPF's approval, and as a consequence of these, the return of the goods to TRUMPF's agreed warehouse within 5 business days after the consultation.
- Returned goods may only be refunded 100% if they are received in the original and unopened packaging to the specified address within 2 months of delivery. In all other cases, the amount of the credit shall depend on TRUMPF's approval.
- Even if the above requirements are met, refund may be given on custom-made products in exceptional cases only. The Customer's written request submitted to TRUMPF, and TRUMPF SE's resulting ad hoc permission/approval are the exclusive preconditions for the refund. In each case, the Customer shall be entitled to receive credit up to the maximum amount based on the inspection conducted by TRUMPF SE. In the case of custom-made products, the goods shall be returned within 5 business days after the receipt of the written approval of TRUMPF SE's headquarters.
- In the case of credit, the original invoice will not be cancelled.

7. **Xchange concept** applicable to specific components of TRUMPF's spare part list (parts, maintenance materials): In relation to the machines sold to the Customer by TRUMPF, upon the repeated order of a component classified as belonging to the Xchange concept, TRUMPF shall provide to the Customer **a discount from the prevailing list price of the given component, the rate of which shall be 75% until the end of the second year following the original (machinery) delivery (performance), 50% in the third year, and 25% in the fourth year.** As a condition for using the discount, upon the repeated order of the component the specific component must be on the spare part list that shows the parts covered by the TRUMPF Xchange concept (this circumstance is included in TRUMPF's quote preceding the repeated order of the component); moreover, the Customer must return the defective part to TRUMPF before the new order is delivered by TRUMPF. The Xchange concept may not be applied to the new order (even if it is potentially shown on the quote) in the case of the purchase of **used objects** or where the defect resulted from improper use. The Xchange concept shall not limit the Customer's rights to guarantee or warranty in relation to previous deliveries.

8. **Payment:** In the case of the first order placed by the Customer or any arrears at the time of the placement of the order, the delivery of the ordered goods shall exclusively take place after payment in advance. In all other cases, the payment deadline shall be 30 calendar days.

9. **Delivery costs:** TRUMPF's quote does not include freight costs as part of the good's purchase price. Delivery terms applied: Incoterms DAP.

10. **Delivery deadline:** Generally 1-2 business days from order confirmation. The Customer is informed of the specific delivery deadline in the order confirmation.

11. **Complaints:** The Customer shall be entitled to issue complaints within 2 business days after the receipt of the goods if the complaint is related to the goods. With regard to invoicing, the deadline for submitting complaints shall be 8 calendar days after receipt of the invoice. In all other cases, complaints shall be submitted within 15 calendar days after the receipt of the goods or the completion of the related service by TRUMPF. The price and costs of the replacement of parts that were verifiably (ultimately based on the expert opinion of TRUMPF) damaged through a fault of the Customer, shall be borne by the Customer.

12. **Warranty:** In the case of any equipment covered by warranty, the parts requirement shall be generated by TRUMPF's Technical Customer

Service based on the Customer's failure report. The Customer shall receive an official notice on the delivery deadline of the goods sent under the warranty. After elimination of the failure, the Customer shall make sure—within 10 days at maximum—that the goods covered by the warranty are returned, irrespective of the delivery of any related service.

13. **TRUMPF product programs:** The Customer shall be notified of any dedicated programs implemented by TRUMPF (and the related financial and refund terms).

**Since machine tools, equipment, laser-beam machines and laser systems are typically shipped together with a software product, and supplementary services may be performed, please consider the following supplementary rules applicable to software products (Chapter X) and after-sales services and service contracts (Chapters XI to XX).**

#### **X. General provisions applicable to software products**

1. If the machine tool, equipment, laser-beam machine or laser system contains a software product as well, then the Customer shall not acquire exclusive and comprehensive rights to use the software on the specific subject-matter of the contract; in other words, TRUMPF shall hereunder solely authorise use to the extent necessary for the normal operation of the machine tool, equipment, laser-beam machine or laser system to be shipped. The licence to use shall be transferred to the Customer concurrently with the payment of the purchase price of the relevant machinery, the consideration payable of any rights of use and, if it takes place earlier, at the same time with the transfer of possession, unless provided otherwise in the individual contract made and entered into by and between the Parties. It is not allowed to use the software on more than one system. The above right of use does not mean a full and final transfer of property rights.
2. The Customer shall only be entitled to reproduce, revise, or translate the software or to transform it from an object code to a source code to the extent permitted by the law (according to the provisions of the Copyright Act of Hungary), in the narrowest sense possible, solely in accordance with the purpose of the software. The Customer agrees not to remove data concerning the manufacturer, in particular any remarks concerning copyright, or to modify such data without the prior expressed authorisation of TRUMPF.
3. **Implied warranty for software products:**
  - 3.1 Claims due to software errors may only be made if the defect of the subject-matter of the licence limits the equipment's usability. The rules established in Chapters V to VII for the liability for defects and damages shall otherwise accordingly apply, with the following additional limitations:
  - 3.2 Any liability of TRUMPF shall be excluded for any inappropriate functioning of the software product if the Customer has specifically infringed its obligation of due care and normal use regarding the software, such as
    - the minimum preconditions contained in the licence certificate of the software concerning the hardware and software environment to be provided by the Customer do not apply,
    - the software is installed at the Customer without the expressed, written authorisation of TRUMPF—which TRUMPF may reject solely on the basis of technically reasonable criteria—on a hardware different from the hardware specified in the licence certificate of the software,
    - a software different from the software described when the licence certificate of the software was issued by TRUMPF was or is installed on the same hardware of the Customer on which the subject-matter of the licence was installed, or
    - the Customer has modified the subject-matter of the licence specified below without the expressed prior authorisation of TRUMPF,

except if the Customer provides credible proof of the fact that the defective functioning of the software is not attributable to the actual breach of its obligation to due care and normal use.

#### **4. Documentation and licence certificate:**

- 4.1 Together with the software, the Customer shall receive its documentation and licence certificate as well. The software and the documentation are hereinafter referred to as the subject-matter of the licence. This right of use shall in no case extend to the handover of the source code of the software forming the subject-matter of the licence.
- 4.2 The acquisition of a licence authorising multiple users (e.g. a two-user licence) shall authorise the Customer to use the software purchased with the user licence specified above on an additional system as well. TRUMPF shall not provide any further documentation for a multiple-user licence. Every additional licence shall automatically contain every level of extension purchased with the first licence (except TruTops Cell).
- 4.3 The Customer may use the subject-matter of the licence for the purposes of its business in compliance with the provisions contained in the software licence certificate and these General Terms and Conditions of Delivery and Service. The Customer is not entitled to make the subject-matter of the licence available to any third parties. Employees of the Customer and any other persons whom the Customer hires for the use of the software in compliance with the software contract shall not qualify as third parties, except where TRUMPF refuses the hiring of a particular performance agent on reasonably justifiable grounds. In such case, the Customer may not make the subject-matter of the licence accessible to the specified performance agent.
- 4.4 The licence is not limited in time. TRUMPF shall nevertheless be entitled to prohibit the future use of the subject-matter of the licence if the Customer fails to cease to infringe the licence terms despite prior written warning, except if such infringement takes place for reasons that are neither attributable to the Customer nor to its performance agents.
- 4.5 Unless otherwise provided for in the licence certificate of the software, the Customer may only use the subject-matter of the licence on one central computer unit at a time. The use of the software on multiple central units at the same time requires the purchasing of further licences or licence renewal. This shall apply to later updates and version upgrades accordingly.
- 4.6 The Customer shall be entitled to reproduce the subject-matter of the licence in a format readable by computer, if it is absolutely necessary for the contractual use. The Customer shall be especially entitled to prepare backup copies in order to ensure the future, contractual use of the subject-matter of the licence.
- 4.7 The Customer shall not be entitled—beyond the free use ensured in the Copyright Act of Hungary and the provisions specified in Clause 2 of this Chapter X—to modify, revise the subject-matter of the licence or to rewrite it to a different programme language for themselves or for other parties.
- 4.8 The Customer shall not be entitled to provide right of use of the subject matter of the licence to third parties, to pass on the right of use or any part thereof in any manner.
- 4.9 The software product specified in the licence certificate may also contain the software components of third parties. The Customer shall not be entitled to remove software components (regardless of whether it is a software component of TRUMPF or of any third party) from the software product specified in the licence certificate or to use those individually. Use of the software product specified in the licence certificate is permitted under the provisions contained in the licence certificate only.
- 4.10 Ownership of the software data carrier and the documentation handed over to the Customer separately shall remain with TRUMPF, irrespective of the fact whether the ownership of the machinery to be delivered under the agreement made and entered into by and between the parties is transferred to the Customer or not.
- 4.11 If TRUMPF prohibits the Customer the further use of the subject-matter of the licence, then the Customer shall return to TRUMPF the licence material owned by TRUMPF together with the software data carrier handed over to the Customer. In such case, the Customer shall delete the copy of the subject-matter of the licence stored with it and

all its backup copies.

4.12 The Parties set out that the licence to use provided under this Chapter X shall not apply to any later versions, developments of the subject-matter of the licence.

#### C. After-sales services and service contracts

**Contractual terms and conditions applicable to after-sales services and service contracts provided by TRUMPF**

#### XI. **General provisions applicable to after-sales software services**

In addition to the Chapters above (in particular, Chapters I to VII of the GTC), the following provisions shall apply to any and all services, maintenance, repair or installation works—including consultations, training, expert opinions and the relocation of machinery—ordered by the Customer under a separate contract (after-sales services outside the scope of warranty, hereinafter collectively: **after-sales services**). These provisions shall not apply if TRUMPF is obliged to provide such services for other reasons; in particular, to the Customer due to the defective performance described in Chapter V, and/or during the performance of services performed by TRUMPF as an intermediary between the Customer and any other company of the TRUMPF Group which undertook to provide such services to the Customer.

##### 1. **Maintenance works:**

1.1 The Client and TRUMPF shall usually agree on the maintenance dates at least four weeks prior to the intended maintenance date. The maintenance shall not include any repair services. TRUMPF shall invoice the repair services, which are otherwise governed by Clause XI.2 below, to the Customer applying its rates valid on the date of performance, and shall disclose such rates to the Customer upon request.

1.2 During the maintenance works, free disposition over the machine shall be provided to the maintenance staff; the machine may not be available for manufacturing purposes during such period.

##### 2. **Maintenance and repair services:**

2.1 If the Customer purchases the subject-matter of the repair/installation not directly from TRUMPF, then the Customer shall draw attention to any potential patent rights or copyrights applicable to the subject-matter; if the violation of such rights is not attributable to TRUMPF, then the Customer shall exempt TRUMPF from any potential claims made by third parties on the grounds of patent rights or copyrights.

2.2 If it is possible, TRUMPF shall indicate the expected repair/installation fee to the Customer in the repair/installation offer; in other cases, the Customer shall be entitled to determine cost limits. If the repair/installation cannot be performed at such cost or TRUMPF considers the performance of additional works to be necessary during the repair/installation, then the consent of the Customer must be obtained if the costs indicated in advance are exceeded by more than 15%. If the Customer requests an estimate of costs containing binding fees before the performance of the repair/installation, then such information has to be requested explicitly. Unless provided otherwise by the Parties, such an estimate of costs shall be binding in writing only. The fee payable for the preparation of the estimate of costs shall be determined according to the time dedicated to it. TRUMPF shall not charge the services performed with a view to prepare the estimate of costs if those can be utilised during the implementation of the repair/installation.

2.3 The Customer shall accept the repair/installation service as soon as it is advised for readiness and the subject-matter of the repair/installation has been tested as potentially agreed, except if the subject-matter of the repair/installation service has a defect that materially limits fitness for use. If acceptance by the Customer is delayed without the fault of TRUMPF, then the acceptance shall be considered as fulfilled after two weeks have passed since the advice of readiness of the repair/installation. Acceptance shall also be deemed to have taken place as soon as the Customer commissions the subject-matter of the repair/installation for production purposes.

2.4 If it is necessary for the performance of the repair/installation, the subject of the repair/installation, including any potential packaging and loading, shall be transported, at the expense of the Customer, to one of TRUMPF Group's manufacturing units, and, after the repair/installation is performed, returned to the Customer or be removed by the Customer. The risk of damage associated with the transport shall be borne by the Customer. For the duration of the repair/installation at TRUMPF's manufacturing unit, the Customer shall insure the subject of the repair/installation against usual risks at its own cost. If the Customer is in default in taking back the subject-matter of the repair/installation, then TRUMPF shall be entitled to charge warehousing costs for storage or to store the subject-matter in any other way at its own discretion. The cost and risk of storage shall be borne by the Customer.

2.5 If the repair/installation services take place on site, at the Customer, then the Customer shall, at its own cost, ensure all legal and technical conditions falling within the scope of its competence in a timely manner and shall support TRUMPF in the execution of the works. If the Customer disposes of the technical equipment (crane, lifting equipment, shifting rollers, material handling equipment, necessary appliances and materials, etc.) and operating staff required for performing the repair/installation, then the Customer shall make those available to TRUMPF—according to the instructions of the latter and free of charge—in support of such repair/installation. The Customer shall take the necessary special measures for protecting the persons and objects on site. The Customer shall inform TRUMPF of any current and future safety requirements if those are relevant for the repair/installation. The Customer shall further:

- provide heating, lighting, power, water, including the necessary connections as well,
- provide the necessary dry and lockable rooms to store the tools of the staff performing the works,
- protect the site and materials of repair/installation against any negative impacts,
- clean the site of repair,
- transport the parts necessary for the installation to the site of installation.

If the Customer fails to perform its obligation to provide support, then TRUMPF shall, after setting a deadline, be entitled—but not obliged—to perform the actions resting with the Customer in its place and at its cost.

2.6 During the repair/installation works, free disposition over the machine must be ensured to the staff performing the repair/installation; during such period, the machine may not be available for manufacturing.

##### 3. **Training sessions:**

The travel and subsistence costs (such costs of the trainer in the event of onsite training) shall be borne by the Customer. In case of explicitly agreed training sessions which do not take place within three years as from the delivery of the subject-matter of the contract, the right of the Customer to claim such performance (or the refund of its portion of the fee) shall cease. If TRUMPF removes the product regarding which the Customer ordered a training from the delivery schedule after the lapse of the confirmed training date, then the request for training by the Customer shall be transformed into an equivalent training request concerning another subject-matter of the current TRUMPF delivery schedule.

##### 4. **Hourly rates, material fees, travel expenses:**

The settlement of the material costs of after-sales services and the materials (spare parts, wearing parts, lubricants) used during the after-sales services shall be subject to the prices applied by TRUMPF at the date of performance; TRUMPF shall, if requested, inform the Customer of such prices in advance and shall indicate those separately on the invoice.

#### XII. **Detailed rules and conditions applicable to certain service contracts**



1. The following contractual terms shall apply to the following service contracts of TRUMPF: **"Remote"**, **"Maintenance"** and **"Performance"**, and the **options** that may be reserved as relevant supplements (these **contracts** are hereinafter collectively referred to as **"service contracts"**). The description and elements of the options are presented in Chapter XII, Clauses 9 to 20.

2. **"Classic"** and **"Special"** service contracts concluded before 1 January 2023 remain valid until the end of the term specified in the respective contracts with the Customer. After the expiry of such contracts, the conclusion of **"Remote"**, **"Maintenance"** and **"Performance"** contracts will become necessary.

3. By default, the **service contracts** of TRUMPF provide **standard service packages** created from various service and standby elements, and the relevant discounts, for the given machines of the Customer during a specified period, for an annual flat rate and in the form of continuous performance.

4. The service contracts discussed in this Chapter C shall secondarily be governed (i.e. in respect of the issues not covered by this Chapter C) by the General Terms and Conditions of Delivery and Service of TRUMPF Hungary Kft., applicable to machine tools and laser technology, (hereinafter: GTC), which can be accessed at [https://www.trumpf.com/hu\\_HU/landing-pages/hu/aszf-es-egyebe-dokumentumok/](https://www.trumpf.com/hu_HU/landing-pages/hu/aszf-es-egyebe-dokumentumok/). At the Customer's request, TRUMPF shall make available the terms and conditions in an electronic or printed format as well. The GTC contains detailed information on warranty and liability.

5. The following definitions shall apply for the purposes of the service contract:

- **"machine tools"** shall mean the machines belonging to the following product lines of TRUMPF and, where appropriate, their relevant automation components related thereto: bending machines (TruBend, TruBend Cell, TruBend Center), 2D laser beam cutting machines and laser beam tube cutters (TruLaser and TruLaser Tube, not including TruLaser Cell and a TruLaser Robot), punching machines (TruPunch) and combined machines (TruMatic);
- **"laser technology"** shall mean the machines of the following product lines of TRUMPF: OEM laser sources (e.g. TruFlow, TruDisk and TruPulse), laser beam marking stations (TruMark Station), laser beam welding stations (TruLaser Station), laser beam robot systems (TruLaser Robot) and 3D laser beam machining equipment (TruLaser Cell).

#### 6. Elements of the **"Remote"** service contract

6.1 In respect of the machine(s) specified in the confirmation of the order, the **"Remote"** service contract includes the following services:

- Troubleshooting over the phone;
- Remote support / Online remote diagnostics;
- Technical Guides.

##### 6.2 Scope of the **"Troubleshooting over the phone"** service:

diagnosis and elimination of any defects of the TRUMPF equipment if this is possible over the phone. The service is available during normal working hours of the Technical Customer Service: between 8.00 am and 4.30 pm on working days.

##### 6.3 Scope of the **"Remote support / Online remote diagnostics"** service:

6.3.1 Diagnosis and elimination of any defects of the TRUMPF equipment, preparations for and support of on-site repairs if this is possible with Teleservice assistance.

6.3.2 In terms of details, the service includes the following access and intervention options:

###### a) Remote control

The remote control function provides access to the applications and operating system of the operator's computer. Remote control serves to support the operator in the case of the operator's and data entry errors.

###### b) Remote diagnostics

Remote diagnostics allows for the detection of errors within the framework of access to the computer by the operator. This includes the components of NC and PLC, the user interface and the operating system of the user interface.

###### c) Remote administration

Remote administration allows for troubleshooting, updating of the components of NC and PLC, updating of the user interface, setting up and updating of configurations and the setup of network configurations.

###### d) Data transfer

Data transfer allows for the exchange of files. This includes the system files of the operating system, the user interface, NC and PLC application data, and NC programs and client-specific data.

###### e) Dialog Mode

If it is not possible to initiate over-the-phone voice communication, the communication can be realised by the Teleservice software, using the built-in dialog mode.

6.3.3 Software updates are not included in the service.

#### 6.4 Technical conditions for Remote support:

Via internet connection For the use of the Teleservice, the Customer shall prepare the TRUMPF machine for Internet access (hardware and software), and the Customer is required to meet the following criteria:

- The machine must be configured via TCP-IP for access to the Customer's network.
- The machine (Telepresence Box) must establish a connection with the TRUMPF Telepresence portal via the Customer's network. The connection is created via IPSec, using the standard UDP 500 and UDP 4500 ports.
- It is forbidden to automatically deactivate the access rules of the firewall if the firewall is unused for a longer period.

The Customer must submit to TRUMPF a detailed description of the defect, enabling TRUMPF to assess whether it is practical and feasible to make the Teleservice call.

#### 6.5 Security of the Remote support:

Protection against unauthorised access is an important feature in using the remote support connection.

6.5.1 The Customer may only activate the remote support software after consultation with TRUMPF.

6.5.2 Remote support may only be provided by TRUMPF's authorised employee. The Customer's staff must be properly trained and authorised to approve the remote support and operate the machine.

6.5.3 The Customer is not entitled to change the remote support software settings.

6.5.4 Depending on the technology, TRUMPF shall take precautionary measures to prevent potential viruses from being transmitted to the Customer's software from the IT systems of TRUMPF's Technical Customer Service. If viruses are transmitted to the Customer's software through TRUMPF's IT systems, TRUMPF shall be held liable only in the case of intentional infringement and gross negligence.

6.5.5 The Customer is required to ensure that no viruses are transmitted to TRUMPF's IT systems. If there are viruses at the Customer that may harm TRUMPF's activity or may be transmitted during the remote support, the Customer shall notify TRUMPF thereof without delay in writing. If TRUMPF incurs any damage as a result of viruses deriving from the Customer's software, the Customer shall provide compensation for such damages to the extent it is responsible for the losses.

#### 6.6 Scope of the **"Technical Guides"** service:

6.6.1 The Customer receives technical guidance on how to repair general defects without assistance. The guides are provided to the Customer by TRUMPF's Technical Customer Service, or the Customer receives them when it reports the defect through the service

application (TRUMPF Service App). In addition to receiving the Technical Guides through the general contact information of the Technical Customer Service, the Customer will also receive the Technical Guides during the use of the service application.

6.6.2 The service application can be downloaded to Android or iOS devices from their App Stores. A free MyTrumpf account is required for the use of the service application.

#### 7. Elements of the "Maintenance" service contract

7.1 In respect of the machine(s) specified in the confirmation of the order, the "Maintenance" service contract includes the following services:

- Elements of the "Remote" service contract without the options;
- Regular preventive maintenance based on TRUMPF's checklist.

#### 7.2 Scope of the "Regular preventive maintenance based on TRUMPF's checklist" service:

7.2.1 The services provided during the maintenance are listed in TRUMPF's maintenance checklist. The list constitutes a part of all service contracts.

7.2.2 Number of annual maintenance works specified in the service contract: If more than one maintenance work needs to be performed annually, they should be scheduled, as far as possible, at regular intervals. Maintenance works shall be carried out during regular working hours on working days. During the guarantee period, the maintenance activity may be replaced by a warranty check in respect of all machines (however, the warranty obligation does not exempt the Customer from its obligation to conclude the required maintenance contract). The Customer and TRUMPF usually agree on the maintenance dates at least four weeks prior to the intended date. TRUMPF shall strive to reserve the date requested by the Customer. However, no demand may be made regarding the requested date. If the Customer reschedules the agreed maintenance date more than twice, TRUMPF shall be entitled to charge the resulting additional costs to the Customer.

7.2.3 For the duration of the maintenance, TRUMPF's repair staff shall be given full access to the machine. During this period, the machine may not be used for production operations. If this criterion is not met, the resulting waiting periods shall be charged separately.

7.2.4 During the maintenance, the Customer shall ensure the following:

- The entire equipment must be cleaned (including the exhaust system) prior to the maintenance so that the cleaning operation does not delay the maintenance work. Cleaning works shall fall outside the scope of the service contract.
- Unobstructed access to the equipment for the employees of TRUMPF, in particular, ensuring that materials stored on the surface of the equipment do not obstruct the maintenance works.
- The punching machines shall be warmed up. The machine will be properly warmed up when it was operated for about an hour under production conditions.
- Provide assistance staff and auxiliary materials as required.

7.2.5 The maintenance shall not include any repair services. Such works shall be ordered and scheduled separately.

7.2.6 The maintenance contract does not include materials and parts required for the maintenance. Before performing the maintenance work, TRUMPF shall submit a quote to the Customer in respect of the materials and parts that must be obtained by the Customer by the maintenance date.

7.2.7 The TRUMPF equipment may have components (such as cooling units, discharge bands or fire extinguishers, etc.) that originate from the suppliers of the manufacturing units of the TRUMPF Group and that require the specialists of the relevant supplier and special tools for maintenance to be performed. Maintenance of such supplied components may therefore be provided by the specialists of the suppliers only. Under the service contract, TRUMPF's specialists shall only perform the visual inspection of such supplied components. In the event of a striking defect or bad overall condition, the TRUMPF

specialists shall immediately notify the Customer.

#### 8. Elements of the "Performance" service contract

8.1 In respect of the machine(s) specified in the confirmation of the order, the "Performance" service contract includes the following services:

- Elements of the "Maintenance" service contract without the options;
- On-site repair services;
- Spare parts for repair;
- Provision of special tools for the repair works.

#### 8.2 Scope of the "On-site repair services" service:

TRUMPF shall eliminate the defects of the machine concerned (including any errors of CNC control) without charging additional incidental costs as follows:

8.2.1 Labour and travel expenses incurred during the repair tasks required for the elimination of the defect are covered by the services and shall be paid as part of the "Performance" service fee. Requests for material and parts required for the repair of the defect that do not constitute spare parts for repair under Clause 8.3 shall be paid separately over and above the "Performance" service fee.

8.2.2 CNC control troubleshooting shall be performed by the manufacturer of the control unit or TRUMPF itself. Repair works performed by the manufacturer of the control unit shall be ordered and coordinated by TRUMPF in each and every case. Repair works ordered from the manufacturer of the control unit directly by the Customer shall not be covered by the service contract.

8.2.3 For expediting the troubleshooting as much as possible, TRUMPF usually attempts to localise the defect over the phone and strives to eliminate it with the Customer's assistance. If the troubleshooting is successful, there will be no need to send a service technician to the site.

8.2.4 The use of original TRUMPF spare parts and wearing parts is required for the troubleshooting. If the defect of the machine has been caused by parts deriving from a third party, the Customer shall pay the costs of the repair in accordance with the prevailing fees of TRUMPF services.

8.2.5 The Customer's confirmation that it has certifiably completed the maintenance works falling within the operator's competence as specified in the user manual of the machine concerned is a prerequisite for TRUMPF's troubleshooting and its assumption of the associated costs.

8.2.6 The correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party is outside the scope of the services.

#### 8.3 Scope of the "Spare parts for repair" service:

Spare parts for repair are individual parts or units designed to replace the defective parts or units of a higher-level unit in order to preserve or restore the original function of the higher-level unit.

TRUMPF shall provide the spare parts required for the repair without additional charges as follows:

8.3.1 All parts required for the repair and their delivery (through normal transportation) to the Customer are covered by the service and shall be paid as part of the "Performance" service fee. TRUMPF, however, is entitled to separately charge for any spare parts for repair that must be replaced because of the Customer's negligence or because the user manual was ignored by the Customer. The delivery of spare parts is subject to TRUMPF's General Terms and Conditions of Delivery (GTC).

8.3.2 The correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party and any related spare part requirement for repair are outside the scope of the services.

8.3.3 Replaced or unnecessary parts constitute—or shall become—TRUMPF's property. Generally, TRUMPF arranges for their collection



free of charge. If the Customer fails to enable TRUMPF to collect replaced or unnecessary parts, TRUMPF shall be entitled to charge the Customer for such parts.

8.3.4 If the Customer returns replaced or, after consultation with TRUMPF, unnecessary parts, TRUMPF shall bear the costs of normal transportation.

8.3.5 The provisions of Chapter XII, Clause 8.3 shall not apply to durable wearing parts and other wearing parts; they shall be paid separately. Wearing parts are parts that are subject to predictable wear and tear or abrasion during operation, or parts that need to be replaced shortly due to their technical features or the location of their use. Durable wearing parts are also subject to wear and tear or abrasion during operation but they last longer. Nevertheless, the life expectancy of such parts is shorter than that of the higher-level unit concerned.

8.4 Scope of the **"Provision of special tools for the repair works"** service:

8.4.1 If special tools are required for the service, their delivery and collection (normal transportation in all cases) are covered by the services and shall be paid as part of the **"Performance"** service fee.

8.4.2 The provision of special tools for the correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party is outside the scope of the services.

\*\*\*\*\* POSSIBLE OPTIONS \*\*\*\*\*

## 9. Elements of the **"Visual Assistance"** option

The **"Visual Assistance"** option may be combined with any package (only in the case of machine tools).

9.1 In respect of the machine tool specified in the confirmation of the order, the **"Visual Assistance"** option includes the following services:

- Visual Assistance.

9.2 Scope of the **"Visual Assistance"** option:

9.2.1 Visual Assistance facilitates better diagnostics and correction of the problems on TRUMPF machines. Subject to some constraints, Visual Assistance provides remote support and helps to prepare for service tasks.

9.2.2 Features of Visual Assistance

### a) Video calls

If the Customer is beside the machine with a device chosen at its discretion (e.g. smartphone, tablet or smart glasses), TRUMPF's Technical Customer Service may initiate a video call with the Customer.

During the video call, TRUMPF's Technical Customer Service checks the Customer's machine through the video camera of the Customer's device. Another option for TRUMPF's Technical Customer Service is to activate the video camera on its own device in order to solve the problem, or it may even share its screen with the Customer.

### b) Markings on paused shots

Any participant of the video call may pause the video and add markings or texts to the paused screenshot.

### c) Images and video calls

It is also possible to record images or videos during the video call. After recording, the images can be saved and the video call can be continued. In the case of videos, this option remains available even after the end of the video call.

### d) Chat

The chat function may be used as an alternative communication device if the machine hall is too noisy and thus Visual Assistance or over-the-phone communication are impossible.

9.3 Requirements for Visual Assistance:

9.3.1 For the use of Visual Assistance, the Visual Assistance

application must be installed on the final device (e.g. smartphone, tablet, smart glasses). To that end, TRUMPF enables the Customer to install the application (from the relevant App Store). System and compatibility requirements are available on the following website: <https://oculavis.de/en/compatibility>.

9.3.2 TRUMPF makes the application downloadable in the App Stores and sends an email to the Customer, which contains the access data required for signing in to the application.

9.3.3 The Customer shall provide a detailed description to TRUMPF in respect of the problem arising on the TRUMPF machine to enable TRUMPF to assess whether it is practical to use the Visual Assistance service.

9.3.4 A reliable internet connection is required for uninterrupted video calls. The Customer shall ensure the availability of adequate speed for the internet connection either via WLAN or mobile net. The minimum and recommended band widths depend on the type of the call and the number of participants. The Customer may request the necessary band widths from TRUMPF's contact person.

9.4 Collection and storage of personal and non-personal data during the Visual Assistance service.

In providing services through Visual Assistance, TRUMPF collects data on the Customer. Such data may be personal data (e.g. images or video recordings) or non-personal data (e.g. shots taken of the Customer's equipment or final goods).

During the processing of personal data, data are stored and used for the performance of the service specified in contract (Article 6(1)(b) of the GDPR).

TRUMPF shall process and store personal data strictly for the purposes of performing services through the Visual Assistance service. It shall not use the data for any other purposes. It shall store data in order to monitor the services delivered, and it shall erase the data as soon as they are no longer needed for the above purposes.

More details on data protection are available at [https://www.trumpf.com/hu\\_HU/meta/adatvedelem/](https://www.trumpf.com/hu_HU/meta/adatvedelem/).

## 10. Elements of the **"Maintenance parts"** option

The **"Maintenance parts"** option may be combined both with the **"Maintenance"** and the **"Performance"** packages (only for laser technology equipment in the case of both packages).

10.1 In respect of the machine tool specified in the confirmation of the order, the **"Maintenance parts"** option includes the following services:

- Maintenance parts.

10.2 Scope of the **"Maintenance parts"** option:

10.2.1 Wearing parts used for maintenance are also covered by the option. The price of the option includes the wearing parts; TRUMPF shall not charge for these separately.

10.2.2 The **"Maintenance parts"** option does not include spare parts for repair. Spare parts for repair shall be invoiced after consultation with the Customer (submission of quote) and approval by the Customer (Customer's order).

## 11. Elements of the **"Parts discount"** option

The **"Parts discount"** option may be combined both with the **"Maintenance"** and the **"Performance"** packages.

11.1 In respect of the machine tool specified in the confirmation of the order, the **"Parts discount"** option includes the following services:

- Discount on spare parts for repair;
- Discount on wearing parts and durable wearing parts.

11.2 Scope of the services provided under the **"Parts discount"** option element:

11.2.1 All spare parts for the repair of the machine(s) specified in the confirmation of the order (their definition is included in Chapter XII, Clause 8.3) are subject to a 5% discount from the current list price.

11.2.2 The necessity of the replacement of spare parts for repair is determined by the Technical Customer Service.

11.2.3 The discounts may not be combined with any other preferential agreement. The highest discount under the agreement shall be applied.

11.3 Scope of the services provided under the **"Discount on wearing parts and durable wearing parts"** option element:

11.3.1 All wearing parts and durable wearing parts used for the machine(s) specified in the confirmation of the order (their definition is included in Chapter XII, Clause 8.3.5) are subject to a 5% discount from the current list price.

11.3.2 The necessity of the replacement of durable wearing parts is determined by the Technical Customer Service.

11.3.3 The Customer may order the wearing parts from TRUMPF as required, providing the serial number of the relevant machine. TRUMPF retains the right of refusing the discount if the quantity ordered exceeds the generally required quantity. If the Customer fails to provide the serial number, no discount shall be granted.

11.3.4 The discounts may not be combined with any other preferential agreement. The highest discount under the agreement shall be applied.

## 12. Elements of the "Repair discount" option

The "Repair discount" option may be combined with the "Maintenance" package.

12.1 In respect of the machine(s) specified in the confirmation of the order, the **"Repair discount"** option includes the following services:

- Discount on the hourly rate of on-site repair.

12.2 Scope of the services provided under the **"Discount on the hourly rate of on-site repair"** option:

12.2.1 All hourly rates of the on-site repair of the machine(s) specified in the confirmation of the order are subject to a 10% discount from the current list price.

12.2.2 The discount shall only be applicable to the hourly rates of repair performed by the service technicians of TRUMPF.

12.2.3 The discounts may not be combined with any other preferential agreement. The highest discount under the agreement shall be applied.

## 13. Elements of the "Parts order 24/7" option

The "Parts order 24/7" option may be combined both with the "Maintenance" and the "Performance" packages.

13.1 In respect of the machine(s) specified in the confirmation of the order, the **"Parts order 24/7"** option includes the following services:

- Parts order 24/7 service.

13.2 Scope of the services provided under the **"Parts order 24/7"** option:

The Parts order 24/7 service is available 24 hours a day on every day of the week (including holidays). The fixed lump sum of night-time and weekend use is included in the Parts order 24/7 service option. In the case of completed deliveries, the costs associated with the parts and the transportation thereof are not covered by the contract and shall be charged separately.

## 14. Elements of the "Priority reaction and intervention time" option

The "Priority reaction and intervention time" option may be combined both with the "Maintenance" and the "Performance" packages.

14.1 In respect of the machine tool specified in the confirmation of the order, the **"Priority reaction and intervention time"** option includes the following services:

- Hotline response time;
- On-site repair response time.

14.2 Scope of the services provided under the **"Hotline response time"** option element:

If the Customer reports the defect of the machine to TRUMPF's call centre over the phone and the Customer is unable to contact the Technical Customer Service immediately, the staff member of the Technical Customer Service shall call the Customer within 2 hours of

the report at the latest (during regular working hours), and provide guidance over the phone in order to help localise and eliminate the defect. If the defect may not be eliminated via this channel, the deadline for dispatching a service technician to the site is included in Chapter XII, Clause 14.3.

14.3 Scope of the services provided under the **"On-site repair response time"** option element:

14.3.1 If the defect may not be eliminated as referred to in Chapter XII, Clause 14.2, TRUMPF shall assign a service technician or a designated partner company to carry out the on-site repair.

14.3.2 Conditions for machine tools: If the Customer reports the defect by noon on a working day, TRUMPF's service technician shall visit the site, as far as possible, on the next working day by noon at the latest to carry out the repair. If this is not feasible or the Customer reports the defect after noon on a working day or on the weekend, the service technician shall visit the site by noon on the second working day following the report to carry out the repair.

14.3.3 Conditions for laser technology equipment: (this option is only available under the "Extended availability 24/7" option, see Chapter XII, Clause 16). If the initial defect identification and elimination attempted with the Customer's participation over the phone prove unsuccessful, TRUMPF shall visit the site within 24 hours of the communication of the defect on any day of the week in order to carry out the on-site detection and elimination of the defect.

14.3.4 The dispatch deadline of the service technician shall not apply to travel restrictions which were not caused by TRUMPF's technician or which are attributable to the Customer.

## 15. Elements of the "Extended availability" option

The "Extended availability" option may be combined with all other packages.

15.1 In respect of the machine(s) specified in the confirmation of the order, the **"Extended availability"** option includes the following services:

- Extended availability of the Technical Customer Service;
- Extended use of Remote support / Online remote diagnostics.

15.2 Scope of the services provided under the **"Extended availability of the Technical Customer Service"** option element:

In the case of defects detailed in Chapter XII, Clause 6.2, the following "Extended availability of the Technical Customer Service" shall be applicable: from 7 a.m. to 7 p.m. Monday through Friday, except holidays and bank holidays.

15.3 Scope of the services provided under the **"Extended use of Remote support / Online remote diagnostics"** option element:

In the case of defects detailed in Chapter XII, Clause 6.3, the following "Extended availability of the Technical Customer Service" shall be applicable: from 7 a.m. to 7 p.m. Monday through Friday, except holidays and bank holidays.

## 16. Elements of the "Extended availability 24/7" option

The "Extended availability 24/7" option may be combined both with the "Maintenance" and the "Performance" packages (only for laser technology equipment in the case of both packages).

16.1 In respect of the machine(s) specified in the confirmation of the order, the **"Extended availability 24/7"** option includes the following services:

From 4:30 p.m. to 8 a.m. Monday through Friday and on weekends the following services shall also be available (except for holidays: Christmas Eve, Christmas, New Year's Day, Easter, Pentecost and other Hungarian state holidays):

- Continuous availability of the Technical Customer Service;
- Online remote diagnostics (depending on the product).

16.2 Conditions for the **"Extended availability 24/7"** option:

16.2.1 The agreement is applicable to contractual elements defined in more detail in the contract.

16.2.2 The availability of the Technical Customer Service over the



phone is guaranteed during regular working hours and during the standby period of the service. Regular working hours: from 8 a.m. to 4:30 p.m. Monday through Friday except bank holidays. The standby period of the service refers to all hours outside of regular working hours, i.e. 24 hours every day. The terms and conditions of this contract shall be applicable at all times outside of regular working hours.

16.2.3 TRUMPF undertakes to make available qualified staff members outside of regular working hours over the phone. TRUMPF's staff members shall provide over-the-phone support in the case of problems arising in respect of laser technology equipment. The following cases are excluded:

- Optical, electric, control and cooler parts in TRUMPF's laser technology equipment and other products which fall outside of TRUMPF's scope of delivery;
- Price-related information, price quotes for materials and/or personal services.

16.2.4 Upon contract conclusion TRUMPF provides the Customer with a dedicated phone number through which the Customer may contact the Technical Customer Service outside of regular working hours. The phone numbers of regular repair service may be called during regular working hours.

16.2.5 The services of this option are provided exclusively over the phone. The staff on call do not carry out on-site repairs. Likewise, repair works carried out by service technicians during the standby period of the repair fall outside of the scope of the "Extended availability 24/7" service. If on-site repair works need to be performed, TRUMPF shall charge for the service separately.

16.2.6 Requirements pertaining to the Customer

At least one employee from all maintenance shifts and/or at least one employee from all machine operator shifts are required to complete the mandatory training packages listed below before the conclusion of the contract for the "Extended availability 24/7" service for **TruLaser Cell 5030/7000/8030** products.

- TruLaser Cell basic training (2.5 days);
- TruLaser Cell machine operator training (5 days);
- Recommended: TruFlow (5 days) / TruDisk (4 days) advanced maintenance training

At least one employee from all maintenance shifts and/or at least one employee from all machine operator shifts are required to complete the mandatory training packages listed below before the conclusion of the contract for the "Extended availability 24/7" service for **TruLaser Cell 1100** products.

- TruLaser Cell machine operator and programmer training (3 days);
- TruFlow (5 days) / TruDisk (4 days) advanced maintenance training;
- SeamLine (2 days) or SeamLine Pro (2 days) machine operator and programmer training.

At least one employee from all maintenance shifts and/or at least one employee from all machine operator shifts are required to complete the mandatory training package listed below before the conclusion of the contract for the "Extended availability 24/7" service for **TruFlow** products.

- TruFlow (5 days) advanced maintenance training.

16.2.7 We recommend that the Customer store a parts inventory on the site. Consultation is required with the Technical Customer Service regarding the content of the package.

16.2.8 Conclusion of the contract for the "Extended availability 24/7" service is subject to compliance with the maintenance period specified by the Technical Customer Service. Moreover, the maintenance (ad hoc maintenance or contractual maintenance) must be carried out by the Technical Customer Service.

16.2.9 The Customer shall ensure compliance with the technical conditions specified in Chapter XII, Clause 6.4 in order to enable the VPN connection for remote access to the machine.

## 17. Elements of the "On-site repair flat-rate" option

The "On-site repair flat-rate" option may be combined with the "Maintenance" package. The prerequisite for the option is access to the machine via Remote support.

17.1 In respect of the machine(s) specified in the confirmation of the order, the "On-site repair flat-rate" option includes the following services:

- On-site repair.

17.2 Scope of the services provided under the "On-site repair flat-rate" option:

TRUMPF shall eliminate the defects of the machine concerned (including any errors of CNC control) without charging additional incidental costs as follows:

17.2.1 Labour and travel expenses incurred during the repair tasks required for the elimination of the defect are covered by the services and shall be paid as part of the "On-site repair flat-rate" option.

17.2.2 CNC control troubleshooting shall be performed by the manufacturer of the control unit or TRUMPF itself. Repair works performed by the manufacturer of the control unit shall be ordered and coordinated by TRUMPF in each and every case. Repair works ordered from the manufacturer of the control unit directly by the Customer shall not be covered by the service contract.

17.2.3 For expediting the troubleshooting as much as possible, TRUMPF usually attempts to localise the defect over the phone and strives to eliminate it with the Customer's assistance. If the troubleshooting is successful, there will be no need to send a service technician to the site.

17.2.4 The use of original TRUMPF spare parts and wearing parts is required for the troubleshooting. If the defect of the machine has been caused by parts deriving from a third party, the Customer shall pay the costs of the repair in accordance with the prevailing fees of TRUMPF services.

17.2.5 The Customer's confirmation that it has certifiably completed the maintenance works falling within the operator's competence as specified in the user manual of the machine concerned is a prerequisite for TRUMPF's troubleshooting and its assumption of the associated costs.

17.2.6 The correction of defective operation resulting from force majeure events (fire, earthquake, flood, strike, etc.), accidents or improper operation/maintenance by the Customer or by a third party is outside the scope of the services.

17.2.7 The "On-site repair flat-rate" option does not include the costs of spare parts. The spare parts required for the repair of the machine shall be separately invoiced by TRUMPF.

## 18. Elements of the "Condition monitoring" option

The "Condition monitoring" option may be combined with all packages (only in the case of laser technology equipment).

18.1 In respect of the machine(s) specified in the confirmation of the order, the "Condition monitoring" option includes the following services:

- Condition monitoring;
- Condition reports.

18.2 Scope of the services provided under the "Condition monitoring" option element:

Condition Monitoring includes the surveillance of the laser source by AI algorithms and TRUMPF experts. This enables the early detection of unscheduled machine downtimes and provides the means for increasing the availability of the system. In addition, planning and preparing for service tasks may be optimised, and the frequency and costs of on-site repairs may be reduced.

18.3 Scope of the services provided under the "Condition reporting" option element:

18.3.1 The Condition report provides a detailed overview of the condition of all parts of the machine, and of the weekly events and use



of the machine. The report may be used for working out specific optimisation measures.

18.3.2 TRUMPF provides the condition report on two occasions per year under the Condition Monitoring option.

18.4 Conditions for the **"Condition monitoring"** option:

18.4.1 Detailed information on system requirements and network configurations is available at [https://www.trumpf.com/en\\_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis](https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis).

18.4.2 Detailed information on data protection is available at [https://www.trumpf.com/en\\_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis](https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis).

18.4.3 This requires permanent data transmission at predefined intervals from the laser technology equipment to TRUMPF.

#### 19. Elements of the **"Smart View Services"** option

The **"Smart View Services"** option may be combined with all packages (only in the case of laser technology equipment) or may be also purchased separately.

19.1 In respect of the machine(s) specified in the confirmation of the order, the **"Smart View Services"** option includes the following services:

- Smart View Services service.

The scope of the service also covers the right of use of the Smart View Services licence.

19.2 Conditions for the **"Smart View Services"** option:

19.2.1 Detailed information on system requirements and network configurations is available at [https://www.trumpf.com/en\\_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis](https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis).

19.2.2 Detailed information on data protection is available at: [https://www.trumpf.com/en\\_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis](https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis).

#### 20. Elements of the **"Industry 4.0 Starter Package"** option

The **"Industry 4.0 Starter Package"** option may be combined with all packages (only in the case of laser technology equipment: for TruLaser Cell equipment) or may be also purchased separately.

20.1 In respect of the machine(s) specified in the confirmation of the order, the **"Industry 4.0 Starter Package"** option includes the following services:

- Daily production report;
- Condition monitoring;
- Condition reports.

20.2 Scope of the service provided under the **"Daily production report"** option element:

20.2.1 The Daily production report provides an overview of the utilisation rate of the machines and programme runs, as well as of the causes of the errors arising during downtimes.

20.2.2 The Daily production report is provided on a daily basis as part of the Industry 4.0 Starter Package option.

20.3 Scope of the services provided under the **"Condition monitoring"** option element:

Condition Monitoring includes the surveillance of the laser source by AI algorithms and TRUMPF experts. This enables the early detection of unscheduled machine downtimes and provides the means for increasing the availability of the system. In addition, planning and preparing for service tasks may be optimised, and the frequency and costs of on-site repairs may be reduced.

20.4 Scope of the services provided under the **"Condition reporting"** option element:

20.4.1 The Condition report provides a detailed overview of the condition of all parts of the machine, and of the weekly events and use of the machine. The report may be used for working out specific optimisation measures.

20.4.2 The Condition report is provided weekly as part of the Industry 4.0 Starter Package option.

20.5 Conditions for the **"Industry 4.0 Starter Package"** option:

20.5.1 Detailed information on system requirements and network configurations is available at [https://www.trumpf.com/en\\_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis](https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis).

20.5.2 Detailed information on data protection is available at: [https://www.trumpf.com/en\\_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis](https://www.trumpf.com/en_INT/products/services/services-machines-systems-and-lasers/monitoring-analysis/data-utilization-agreement-monitoring-analysis).

20.5.3 This requires permanent data transmission at predefined intervals from the laser technology equipment to TRUMPF.

### XIII. Condition survey (condition inspection)

TRUMPF shall basically reserve the right to perform the condition survey of the machine to be included in the future contract still prior to the conclusion of the relevant service contract. Such condition survey shall be subject to a fee and TRUMPF may charge it separately, according to the expenses incurred. If the service contract is concluded within 3 months following the condition survey, then TRUMPF shall issue a credit note about the condition survey fee upon the conclusion of the contract. The result of the condition survey shall be recorded in writing, to be confirmed by the Customer by their signature. If the condition survey shows that the machine concerned is in substantial need of repair, then the repair works shall be performed separately. TRUMPF shall charge the fees thereof in accordance with the expenses incurred. The service contract may be concluded after completion of the repair works only.

### XIV. Fees and payment

1. The costs of the given service scope shall be included in the annual flat rate agreed in the service contract, together with any potential incidental costs (such as the travel, catering and accommodation expenses of the TRUMPF employees performing the maintenance and service activities).
2. The flat-rate of all service packages and the additionally reserved options shall be charged annually, at the beginning of the service period.
3. Unless otherwise provided for by the Parties, all invoices issued by TRUMPF shall be payable without any deductions to the applicable bank account number specified by TRUMPF and within 30 days as from receipt by the Customer. The value-added tax shall be charged in accordance with the VAT rate in effect. Timely payment shall be determined according to the crediting to the bank account of TRUMPF. In the event of overdue payment, TRUMPF may, after prior notification, suspend the performance of—or even terminate—the service contract.
4. If TRUMPF's calculation base for the service contracts has changed due to increased costs, the annual flat-rate shall be adjusted accordingly after the expiry of the contractual year. In such a case, the Customer shall be entitled to terminate the service contract with immediate effect within 30 days of receipt of the notice on the modification of the annual flat-rate.

### XV. Term and termination of contract

1. The service contract purchased together with the machine is indicated in the confirmation of the order, and it enters into effect on the day of the delivery & acceptance of the machine in the case of the **"Remote"** and the **"Maintenance"** service packages and after the expiry of the basic guarantee in the case of the **"Performance"** package. Subsequently sold service contracts shall enter into effect upon the start date of the service period specified in the quote drawn up by TRUMPF and signed by the Customer.

2. The "Remote" and "Maintenance" service contracts, including the options purchased, shall be valid for a fixed term, which may cover minimum 12 months and maximum 60 months. At the end of the annual service period the service contract shall be automatically extended by one year unless it is terminated by the parties in writing (including simple email messages) at least 30 days before the end of the annual service period.
3. The "Performance" service contract may be concluded, along with the potentially reserved options, until the end of the 5th operating year. The term of the "Performance" service contracts, including the additionally reserved options, is minimum 1 year. However, based on an agreement between the Customer and TRUMPF, the term of the contract may be extended until the end of the 5th operating year at the latest. The contract shall be extended in annual steps. TRUMPF shall indicate the term accordingly on the confirmation of the order as well. At the end of the 5th operating year, the contractual relationship shall be terminated automatically.
4. The term of the service contract may not be modified during the year.
5. In the case of gross breach of contract, both Parties shall be entitled to terminate the contract without a notice period.
6. The contract must be terminated in writing.

#### XVI. Liability for damages

1. **TRUMPF's liability for any and all damages arising from TRUMPF's any and all breach of the service contract concluded with the Customer or caused otherwise to the other Party—except for damages caused to the indirect subject-matter of the service, i.e. the specific equipment included in the service contract— shall be excluded.** The exclusion or limitation of liability shall not apply to the following cases:
  - liability for damages caused wilfully by TRUMPF;
  - liability for breach of contract attributable to TRUMPF that harms human life, physical integrity and health;
  - statutory liability based on product liability rules for product damages toward third persons not qualifying as Customers;
  - limitation of liability amount potentially stipulated under a separate agreement within the individual service contract (excluding, for the sake of clarity, the provisions of the procurement contract referred to in Chapter VIII) with the proviso that such a stipulation must be explicit, and unless provided otherwise, TRUMPF's liability even within this threshold shall not cover damages arising from loss of material gain (e.g. from loss of production) or from substitute transaction (e.g. toll manufacturing).

**Other than the above, no claims for damages may be demanded of TRUMPF in relation to the service contracts**

2. The liability and warranty obligation of TRUMPF shall be particularly excluded in the following cases, when they are not directly attributable to TRUMPF: unsuitable or unprofessional use, defective assembly or commissioning by the Customer or third parties, normal wear and tear, defective handling or misappropriation, irregular maintenance, unfit plant equipment, defective construction works, unsuitable building foundation, chemical, electrochemical or electrical impacts, and/or other external impacts. If the Customer or a third party performs unprofessional repairs, then TRUMPF shall not be liable for the resulting consequences. The same applies to any modification of the subject-matter of the sale/service that was not approved by TRUMPF in advance.
3. The lapse of the Customer's claims for damages which are based on TRUMPF's breach of contract or the defects of the subject-matter of the service are governed by Chapter VII.

#### D. After-sales service contracts for software products

**Contractual terms and conditions governing after-sales service contracts for software products provided by TRUMPF**

#### XVII. General provisions applicable to after-sales service contracts for software products

The following contractual terms shall apply to the following software service contracts of TRUMPF: "TruTops Boost", "TruTops Cell", "Programming Tube", "TruTops Calculate" and "OSEON" (these **software service contracts** are hereinafter collectively referred to as "service contracts").

#### 1. General information

1.1 Unless otherwise provided for in the following provisions, the General Terms and Conditions of Delivery and Service of TRUMPF Hungary Kft., applicable to machine tools and laser technology, shall apply. The referenced document includes, amongst others, the details of warranty and liability as well.

1.2 Preconditions for the performance by TRUMPF of the services regulated in the service contracts:

- a) The Customer holds the software licence issued by TRUMPF. Such licence shall be governed by the relevant terms and conditions and the general provisions applicable to Software Products (Chapter X of the "General Terms and Conditions of Delivery and Service of TRUMPF Hungary Kft."; see the above Clause 1.1).
- b) The minimum requirements concerning the hardware and software portfolio of the Customer—specified by TRUMPF for the currently valid product version—shall be complied with.
- c) The Customer shall acknowledge that it does not have the right to claim—beyond the updates, repairs and upgrades of the software licenced to it—anything more than it is entitled to under the software licence certificate.
- d) The Customer shall appoint one of its employees as system administrator for TRUMPF.

1.3 The Customer shall ensure that no viruses are transmitted to the computer systems of TRUMPF. If there are viruses at the Customer which might negatively affect the Teleservice activities of TRUMPF (see Chapter XII, Clause 6.5), or which might be transmitted during such activities, then the Customer shall immediately notify TRUMPF of this circumstance in writing. If TRUMPF incurs any damage due to the transmission of viruses via the software applications of the Customer, then the Customer shall reimburse such damage if its negligence can be established.

#### XVIII. Detailed rules applicable to software service contracts

##### 1. Services provided under software service contracts

1.1 The "TruTops Boost", "TruTops Cell", "Programming Tube", "TruTops Calculate" and "OSEON" service contracts include the following services:

- Telephone support with call-back service;
- Online remote diagnosis via the "teleservice system" integrated into the TruTops Boost application and, potentially, into other software applications;
- Delivery of an up-to-date main version;
- Access to updates and user hints and tips;
- Prioritisation of the Customer's inquiries;
- Resupply of software installation files;
- Licence changes.

##### 1.2 Scope of services regarding "Telephone support":

Telephone support provided by a specially trained software technician of TRUMPF for the elimination and handling of disturbances, and for use. The service is available during normal working hours of the Technical Customer Service: Monday to Friday, between 8.00 am and 4.30 pm, except for non-working days.

##### 1.3 Scope of services regarding "Online remote diagnosis":

1.3.1 Diagnosis and elimination of any defects of the TRUMPF software application, and support and preparation of troubleshooting works during normal working hours, if this is possible with the Teleservice system integrated into the software applications. If the above is not possible, the connection is created via remote desktop

access.

1.3.2 In terms of details, the service includes the following access and intervention options:

a) Data transfer

Date transfer allows for the exchange of files. This includes the application data of the user interface, as well as other programmes and client-specific data required for TRUMPF's software solutions.

b) Remote desktop access

If there is no telephone voice communication available, communication shall be realised by remote desktop access.

1.3.3 The Customer shall send to TRUMPF a detailed description of any errors in order that TRUMPF can decide if Teleservice is an option.

1.4 Scope of services regarding the "Delivery of an up-to-date version":

As long as there are further enhancements to the product, the Customer shall be entitled to the delivery of the up-to-date version.

The Customer shall receive the up-to-date version via electronic means as a downloadable file.

TRUMPF shall provide the documentation of the applicable main version in electronic format.

1.5 Scope of services regarding "Access to updates and user hints and tips":

Together with the software service contract, the **Customer shall assume the obligation to register** on the **MyTRUMPF** client portal, which is available free of charge ([https://www.trumpf.com/en\\_INT/mytrumf/](https://www.trumpf.com/en_INT/mytrumf/)). Customers can access and download, free of charge, the currently available updates (the corrections and further developments of the currently up-to-date main version).

1.6 Scope of services regarding "Prioritisation of the Customer's inquiries":

TRUMPF shall assign priority to the inquiries of the Customer over the inquiries of customers that do not have a service contract, and such inquiries shall be processed by a TRUMPF software technician as quickly as possible.

1.7 Scope of services regarding the "Resupply of software installation files":

If the software installation files are lost, TRUMPF shall provide the software installation files via electronic means free of charge, as downloadable files.

1.8 Scope of services regarding "Licence changes":

Licence changes, the transfer of licences, and the reactivation of lost licences are included in the software service contract.

## XIX. Fees and payment

1. The flat rate specified in the service contract shall include the costs of the scope of services detailed above. The flat-rate applies to the number of workplace licences and software options agreed between the Customer and TRUMPF. If the number of licences or the software options in the software service contract are changed, TRUMPF shall make the corresponding price adjustment.
2. TRUMPF shall invoice services beyond the scope of services of the software service contract according to the applicable TruServices price list.
3. Unless otherwise provided for by the Parties, all invoices issued by TRUMPF shall be payable without any deductions to the applicable bank account number specified by TRUMPF and within 30 days as from receipt by the Customer. Timely payment shall be determined according to the crediting to the bank account of TRUMPF.
4. After the expiry of the contract for TRUMPF software products, if the contract is not extended uninterruptedly—due to the discontinuation of the contract—, upon the re-conclusion of the contract backdating costs will also arise over and above the contract fee.

## XX. Term of contract, increase of fees

1. Software service contracts are concluded for a fixed term. The contractual period referred to in the body text of the agreement shall be 12 months. The earliest date for the start of the duration shall be the 1<sup>st</sup> day of the month in which the software concerned is installed at the Customer.
2. After the end of the term, the service contract may be extended by one year at the Customer's request. The maximum contractual term is 60 months.
3. IMPORTANT additions to the contracts for OSEON software applications:

Upon the expiry of a contract for OSEON software applications, the contract shall be extended automatically by another 12 months, and it shall be invoiced. An exception to the above is the case where the Customer indicates to TRUMPF Hungary Kft. its intention to terminate the contract in writing within not later than 3 months before the expiry of the current contract.

After the expiry of the contract for OSEON software products, cloud-based services will cease to operate: OSEON Production Planning, OSEON Analytics, and Calculate. As is the case with all TRUMPF software products, in the case of OSEON software products, as well, the Customer shall not be entitled to the complimentary update of OSEON software applications, and the complimentary support and troubleshooting of the software applications. The Customer shall regain access to these services after the extension of the relevant contract.

4. To cover the increasing costs, TRUMPF shall be entitled to increase the annual flat rate, as effective from the beginning of the new contractual year. Prices may not be increased during the term of the service contract (cf. Chapter XX, Clause 1).