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- 5. 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, and this requirement applies to this condition as well.
- 6. 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.
- 7. For cases falling within scope of competence of district courts, the Parties shall abide by the jurisdiction of the Buda Central District Court.
- 8. The Customer shall be entitled to withhold payments or other own services or to offset against counterclaims—also in addition to those specified herein—, if their right to withhold or its counterclaims are not disputed, 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 right of the Customer to raise an objection due to the non-fulfilled contract.
- 9. TRUMPF shall at any time be entitled to effect technical changes if those aim at development.
- 10. 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.
- 11. 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.
- 12. 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 from time to time and the notification concerning any modifications are also available at the website of TRUMPF.

A. General part:
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 by TRUMPF Hungary Ltd. (hereinafter referred to as „TRUMPF“) to the customer (hereinafter referred to as „Customer“), and of other legal relationships. These General Terms and Conditions of Delivery and Service (hereinafter referred to as “GTC”) shall form an integral part of the contract made and entered into by and between TRUMPF Hungary Ltd. 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.
- 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 referred to as “Civil Code”).
- 3. 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.
- 4. The provisions hereof shall not apply to performances carried out within the framework of products and machinery purchased from other companies belonging to the TRUMPF Group, and of services falling within the scope of warranty provided by TRUMPF, even if in respect of such services TRUMPF acts for and on behalf of the other company of the Group.

II. Delivery and performance deadline, obstacles to performance

- 1. The delivery and performance deadlines are included in the agreements made and entered into by and between TRUMPF and the Customer. The deadline shall be regarded as a fixed deadline only if the Parties have expressly stipulated that. 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, the provision of technical or any other prerequisites, 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 the installation is delayed due to a reason attributable to the Customer, the Customer shall compensate the Contractor for all additional costs, including but not limited to warehousing costs, freight and delivery costs, funding costs caused by such delay, own and subcontractor's extra work costs (removing, securing and setting up installation equipment), extra travelling costs, costs for additional service hours exceeding the planned installation and startup hours, other administrative costs.
- 2. If the delay in delivery/performance is unforeseeable and it arises due to circumstances attributable to other than TRUMPF, then TRUMPF shall not be responsible for the delay and the delivery/performance



deadline shall be extended accordingly. This also applies to the case where the suppliers of TRUMPF have supplied defective goods or have failed to effect timely delivery, if TRUMPF was forced to effect purchases to cover the goods to be supplied and the defective or untimely delivery of the goods by its suppliers cannot be attributed to it. TRUMPF shall, as soon as possible, notify the Customer of the start and expected end of such circumstances.

3. Should unforeseeable circumstances not 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 expense that is not to be expected from TRUMPF, then 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 Buyer may not make any claims in addition to claiming reimbursement for such items.

III. Delivery terms and conditions, payment terms, fees

1. 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.
2. 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.
3. TRUMPF reserves the right to request full or partial advance payment from the Customer.
4. Unless indicated otherwise, the agreed prices are always net prices, excluding any statutory value added tax applicable at the date of delivery or performance.
5. The **xChange concept** applicable to high-value components (indicated as such by TRUMPF): For the machines sold by TRUMPF, TRUMPF shall provide, for the components classified as belonging to the xChange concept, **a discount from the prevailing list price of the given component, the extent of which discount shall be 100% in the first year following the delivery, 75% in the second year, 50% in the third year and 25% in the fourth year.** Use of the discount is subject to the returning of the malfunctioning component to TRUMPF and the shipment of a replacement component by TRUMPF within the territory of Hungary. Addresses outside the territory of Hungary are subject to the terms and conditions applicable to the relevant countries. The above do not affect the right of the Customer to make claims on the grounds of the warranty liability of TRUMPF. The xChange concept shall not apply to the purchasing of **used items.**

IV. Retention of ownership

1. 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 fulfilment of any additional services applicable in addition thereto.
2. 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.
3. 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 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.

4. In the event of pledging, seizure or any other provisions effected by third parties, the Customer shall immediately notify TRUMPF thereof.

5. 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 assume liability according to the following provisions only, subject to the exclusion of any additional claims, but in consideration of the liability for damages specified in 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 the circumstances and which is in proportion to the relevant costs. **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 was unsuccessful again and the Customer cannot expect any further attempts of subsequent performance. In such cases, the right of withdrawal shall be limited to defects that 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 punching and bending tools, 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 otherwise provided by the Parties, liability for defects shall be **excluded** in case of a sale of **used items**.

4. The right of the Customer to make claims for maliciously concealed defects or any guarantee/warranty undertaken by TRUMPF for features or the operation time shall apply at all times.

VI. Liability for damages

1. TRUMPF shall be liable for any damage caused, under any legal title, to the subject-matter of the contract in the following cases only:
 - in the event of wilfulness, or
 - gross negligence of the owner, legal representatives, bodies or the lead performance agents, or
 - wrongful causing of death, bodily injury, damage to health, or
 - damages maliciously concealed by TRUMPF, or
 - within the framework of any guarantee potentially provided, or
 - if TRUMPF is liable for personal injuries or material damage under the Act on Product Liability (the Civil Code of Hungary).

In addition to the foregoing, in the event of a culpable infringement of the substantial contractual obligations (especially the obligation of timely, non-deficient delivery), TRUMPF shall be liable for the gross negligence of non-lead performance agents, as well as in the event of slight negligence; limited to reasonably foreseeable damages characteristic of contracts in the latter case.

Claims in excess thereof may not be made.

2. The liability of TRUMPF shall be particularly excluded in the following cases, which are not 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. 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 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 for defects** 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. Clause IX.5) 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 IX, and in case of contractor services whose subject-matter is other than the construction of buildings).
2. If TRUMPF performs works subsequently, then 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 Customer has become aware thereof or should have become aware of without gross negligence.
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 unchanged.

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. Intermediary activities

1. The Company (TRUMPF) declares to conduct intermediary activities between TRUMPF Werkzeugmaschinen GmbH + Co. KG (hereinafter referred to as "TRUMPF GmbH") and the Customer, within the framework of which it shall provide the following services to the Customer free of charge:
 2. TRUMPF informs the Customer of the features of the various products distributed by TRUMPF GmbH, and shall provide the documentation of such products to the Customer (brochures, product descriptions, operating manuals, statements etc.).
 3. If a specimen of the product offered by TRUMPF GmbH for sale/delivery is available to TRUMPF, then it shall present that to the Customer.
 4. TRUMPF shall ensure the option to mediate between the parties concerned with a view to the conclusion of a contract between the Customer and TRUMPF GmbH, during which it shall
 - participate in the communication process between the parties concerned, regarding the features and characteristics of the Product;
 - participate in the communication between the parties concerned, regarding the contract to be concluded for the Product;
 - collect, at the request of the Customer, quotations for the shipping of the Products;
 - send the order of the Customer to TRUMPF GmbH;
 - participate in the communication regarding the performance of the contract made and entered into by and between the parties concerned;
 5. TRUMPF shall act as the agent of the Customer during the process of contracting between the Customer and TRUMPF GmbH. TRUMPF shall not be subject to any liability while performing the contract, regarding the Product or any other service by or conduct of TRUMPF GmbH. TRUMPF shall not be a subject to any of the obligations arising from the legal relationship created between the Customer and TRUMPF GmbH.
 6. Regarding its intermediary services, TRUMPF shall only be subject to liability for damages if the Customer proves that the damage incurred by it was caused by wilful conduct with this aim or a gross negligence attributable to TRUMPF.
 7. Information, notification provided by TRUMPF to the client are for information purposes only. In the absence of any specific statement made in this regard, no information provided by TRUMPF to the Customer shall be considered as a quotation or a statement of any binding nature.
 8. TRUMPF shall not be subject to any guarantee, product or implied warranty relating to the contracts concluded in the course of its intermediary activities and the performance thereof.
 9. TRUMPF shall provide its intermediary services free of charge to the

Customer. The Customer notes that TRUMPF is not and may not be obliged to perform the above activities.

10. TRUMPF shall not be directly subject to any guarantee, warranty or any other obligations arising from the contract made and entered into by and between the Customer and TRUMPF GmbH.
11. The above provisions shall apply, mutatis mutandis, to the intermediary activities of TRUMPF performed by it in relation to the fulfilment and subsequent fulfilment of the contract made and entered into by and between the Customer and TRUMPF GmbH (warranty, implied warranty, etc.). In any case where TRUMPF acts as an agent during the performance/subsequent performance of the contract made and entered into by and between the Customer and TRUMPF GmbH, the conduct of TRUMPF shall be considered as the conduct of TRUMPF GmbH.

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

1. **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.
2. **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.
3. **Taking in the equipment:** Taking in the subject-matter of the contract (= taking in the transported object from the transport vehicle to the place of installation) shall be included in the scope of tasks of TRUMPF only if the Parties expressly agree on that. 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 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).
4. **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:
 - 4.1 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 TRUMPF to the Customer upon confirmation of the order, and the Customer shall comply with such preconditions 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.



4.2 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.

5. **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.

5.1 The Customer shall be obliged to accept the item after the functional check, except if there is a default that 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.

5.2 The (partial) delivery & acceptance shall be regarded as performed even if the Customer

- does not sign the delivery & acceptance despite its existing delivery & acceptance obligation (see Clause 5.1) 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 and TRUMPF has therefore set a reasonable deadline for cooperation for the Customer, which deadline has lapsed unsuccessfully, or
- commissions the subject-matter of the contract for production purposes.

6. **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.

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

7.1 The Customer shall eliminate any unforeseeable or technical disturbances immediately. The Customer shall separately reimburse any extra services provided 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.

7.2 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 the services and in such a case the Customer may not refer to 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.

8. If the delay in delivery is attributable to TRUMPF, and the Customer incurs any damages because of that, then the Customer shall be entitled to claim a flat-rate default fee as of the second week calculated from the occurrence of the delay. The rate of this shall be 0.5%, but not more than 5% in total, of the value of that part of the entire shipment which is not delivered in a timely manner due to the delay in delivery, for each full week of the delay. Any claims for damages in addition thereto due to the delay may only be made if any of the exceptions from the limitation of liability under Chapter VI applies. In the event where **used things** are purchased, this Clause

IX.8. shall not be applicable.

9. 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.

X. **General terms and conditions of orders, invoicing, payment, delivery and complaints related to goods**

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

The provisions of this Chapter X 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.

2. **Orders:** TRUMPF only accepts orders in writing and only in relation to preceding quotes, which orders the Customer must send to email address alkatresz@hu.TRUMPF.com or parts@hu.TRUMPF.com. However, 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 has not been authorised to place the given order. Upon placing a written order, the Customer accepts the terms and conditions below.

3. **Order Confirmation:** Orders sent by the Customer pursuant to the above Section 2 are in each case confirmed by TRUMPF in writing, which order confirmation contains the finalised commercial terms (price, delivery deadline).

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 (see Section 10: Complaints below). The ownership of the goods shall be transferred to the Customer upon full financial settlement acknowledged by TRUMPF.

5. **Invoicing:**

5.1. Goods ordered without the involvement of TRUMPF's Technical Customer Service (orders not placed on the basis of the Technical Customer Service's expert recommendation) shall be invoiced upon performance, irrespective of whether the Customer has ordered the servicing of the products. In this case, the repurchase (credit) of the goods shall only occur in exceptional circumstances. The terms and conditions of repurchase are the following: the goods are not custom-made; the repurchase of the goods has been arranged with the Logistics Department of TRUMPF in advance, the goods are immediately returned to TRUMPF's warehouse (ECO Magyarország Logisztikai Kft. H-2220 Vecsés, Lőrinci út 61., building A, ramps 6-8) at the expense of the Customer and the approval by TRUMPF GmbH. (approval by the company group's headquarters). The terms and conditions above shall not affect the original payment obligation. The amount of the final credit may reach the amount calculated on the basis of the inspection and the expert opinion of the manufacturing site (except for items under the value of EUR 25,00 where no credit is available under any circumstances).

5.2. Goods ordered with the involvement of TRUMPF's Technical Customer Service (orders placed on the basis of the Technical Customer Service's expert recommendation) shall be invoiced after delivery to the Customer, upon performance, provided the Customer has not ordered any other services related to the goods concerned from TRUMPF.



5.3. If the Customer orders any other services (e.g. replacement or installation etc.) related to the goods ordered on the basis of the Technical Customer Service's expert recommendation, TRUMPF shall issue a certificate (delivery note or PRO FORMA invoice) after the delivery of the goods to the Customer. Such certificate renders a future payment obligation likely upon performance of the services. If the Customer also requests the servicing of the ordered goods and the Technical Customer Service of TRUMPF performs its service obligation, the invoices for the ordered goods shall be issued immediately after the performance of the service by the employee of TRUMPF (based on the worksheet approved (signed by a person with signatory rights) by the Customer). The invoice shall indicate the itemised price of each of the incorporated goods, total delivery and handling costs, as well as the services directly or indirectly related to such goods (TRUMPF's current hourly rates and call-out charges based on the verified worksheet).

6. Credit, repurchase:

Only the goods ordered with the involvement of TRUMPF's Technical Customer Service are allowed to be repurchased or simply returned (see above).

The terms and conditions of the repurchase or return of such goods are the following: successful preliminary consultation with TRUMPF's Logistics Department and a positive decision, as well as the return of the goods to TRUMPF's warehouse (ECO Magyarország Logisztikai Kft. H-2220 Vecsés, Lőrinci út 61., building A, ramps 6-8) within 5 business days after the consultation. If the terms above are not met, the goods shall be irrevocably invoiced.

Terms and conditions of repurchase or return in the case of custom-made goods: The Customer's written request submitted to TRUMPF, the exclusive approval of TRUMPF's headquarters based on the aforementioned request. In each case, the Customer shall be entitled to receive credit up to the maximum amount based on the inspection conducted by TRUMPF GmbH. 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 GmbH's headquarters.

The goods manufactured by TRUMPF, invoiced to and possessed or owned by the Customer shall be returned to TRUMPF at the explicit request of the Customer, in a documented manner. In the case of dedicated programmes validated by TRUMPF, the Customer shall be entitled to receive credit up to the amount determined in the programmes (the exact maximum amount of credit shall be determined via inspection on each occasion). A certificate of crediting shall only be issued upon repurchase.

7. 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.

8. Delivery costs:

TRUMPF's quote and order confirmation does not include delivery costs (Incoterms EXW).

9. Delivery deadline:

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

10. 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.

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

XI. 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 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 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 its 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 and TruTops FAB).

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 if 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 XI – 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 (no matter if 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 allowed 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 XI 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

XII. **General provisions applicable to after-sales software services**

In addition to the Chapters above, 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 referred to as “**after-sales services**”). These provisions shall not apply if TRUMPF is not obliged to provide such services for other reasons; in particular due to defective performance of the Customer, as described in Chapter V, and/or during the performance of services performed by TRUMPF as intermediary between the Customer and any other company of the TRUMPF Group.

1. **Maintenance works:**

1.1 The Customer 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 XII.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 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-matter of the repair/installation, including any potential packaging and loading, shall be transported, at the expense of the Customer, to 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-matter 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 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.

XIII. Detailed rules and conditions applicable to certain service contracts

1. The following contractual terms shall apply to the following service contracts of TRUMPF: "Classic", "Special" and "VOS" (these contracts are hereinafter collectively referred to as "service contracts").
2. 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.

3. The service contracts discussed in this Chapter C shall secondarily be governed by the General Terms and Conditions of Delivery and Service of TRUMPF Hungary Ltd., applicable to machine tools and laser technology, (hereinafter referred to as "GTC"), which TRUMPF shall make available to the Client upon request in electronic or hardcopy format. The GTC contains detailed information on warranty and liability.
4. 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).
5. A „VOS“ service contract may not be concluded for TRUMPF laser technology equipment. The content and annual rates of „Classic“ and „Special“ service contracts concluded for TRUMPF laser technology equipment may be different from the content and annual rates of the service contracts concluded for TRUMPF machine tools.
6. **Services included in the „Classic“ and „Special“ service contracts**
 - 6.1 The „Classic“ service contract includes the following mandatory and optional services:
 - 6.1.1 **Mandatory services:**
 - Free troubleshooting by phone during working hours;
 - Extended availability;
 - Preferential repair terms;
 - Free return of parts;
 - Teleservice / Remote diagnostics;
 - Supply of the required wearing parts and replacement parts on preferential terms;
 - Regular preventive maintenance.
 - 6.1.2 **Optional services (available on order):**
 - Weekend availability;
 - Priority reaction and intervention time;
 - 24/7 availability (only for laser technology equipment).
 - 6.2 The „Special“ service contract includes the following mandatory services:
 - 6.2.1 **Mandatory services:**
 - A The full scope of the mandatory and optional (subject to order) services of the „Classic“ service contract;
 - Service repair works (only for machine tools).
 - 6.2.2 **Optional services (available on order):**
 - 24/7 extraordinary onsite service (only for laser technology equipment).
 - 6.3 Service scope of „free troubleshooting by phone“: Diagnosis and elimination of any defects of the TRUMPF equipment, and support and preparation of on-site repairs, if this is possible via the telephone. The service is available during normal working hours



of the Technical Customer Service: between 8.00 am and 4.30 pm on working days.

6.4 Scope of services regarding „extended availability“:

The following extended availability times shall apply to the telephone support of the Technical Customer Service and the Teleservice in the event where defects occur: between 7.00 am and 7.00 pm on working days.

6.5 Scope of services regarding „preferential repair terms“:

In the event of onsite repairs (which are not covered by any guarantee), a preferential hourly rate shall apply for the repair of the machines covered by the „Classic“ (both machine tools and laser technology equipment) and „Special“ (laser technology equipment only) service contracts. The discount for the type of machine contracted shall be 10% of the prevailing hourly repair fee.

6.6 Scope of services regarding „free return of parts“:

If parts recommended by and ordered from TRUMPF are not required for machine repairs after all, the Customer may return those to **TRUMPF's seat in Hungary** at TRUMPF's cost. Options:

6.6.1 The parts are collected from the Customer by a TRUMPF staff member by appointment.

6.6.2 If in TRUMPF's view Clause 6.6.1 is not feasible, the Customer shall forward the unused parts to **TRUMPF's seat in Hungary** by the courier service of TNT Express Hungary Kft. at TRUMPF's cost. The TNT delivery note shall state TRUMPF's customer ID, after marking the option "Payable by addressee": 19865.

6.7 Scope of services regarding „teleservice/remote diagnostics“ (hereinafter referred to as „Teleservice“):

6.7.1 Diagnosis and elimination of any defects of the TRUMPF equipment, and support and preparation of on-site repairs during the extended availability period (see Clause 6.4), if this is possible with Teleservice assistance.

6.7.2 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

Date 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 there is no telephone voice communication available, then communication can be realised by the Teleservice software, using the built-in dialog mode.

6.7.3 Software updates are not included in the service scope.

6.7.4 Technical conditions for Teleservice:

a) Based on phone connection

The Customer shall connect the modem delivered together with the TRUMPF equipment upon installation of the equipment at the Customer, by connecting it to a telephone socket having an

analogue interface, located in the vicinity of the place of installation of the machine; the telephone line must be directly accessible from outside and be capable of direct outgoing dialling as well; in case of machines installed in other than the territory of Germany, the calling of international numbers may not be limited for the telephone line.

b) Via internet connection

For the use of the Teleservice, the Customer shall prepare the TRUMPF machine for Internet access (in terms of hardware and software), and shall set up its TCP-IP configuration for access to the network of the Customer. The connection must be able to connect to the TRUMPF Teleservice portal via the network of the Customer and the Internet. The connection shall be set up with IPSec protocol, via the standard UDP 500 and UDP 4500 ports. The firewall rules applicable for access shall, if possible, be set up so that they do not interrupt the connection in the event of longer inactivity.

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

6.7.6 The Customer may only activate the Teleservice software based on a trouble ticket after consulting TRUMPF or in the event of any other necessity. The Customer shall not be entitled to modify the settings of the Teleservice software. The Teleservice may be used only by employees authorised by TRUMPF.

6.7.7 To create the Teleservice connection between the service centre of TRUMPF and the machine of the Customer, the username, the password and – if the Teleservice is based on a phone connection – the telephone number for modem access are required. The username and the password shall be provided by TRUMPF. The telephone number required for the modem connection shall be provided by the Customer. The telephone costs incurred are borne by TRUMPF.

6.7.8 The Customer shall ensure that no viruses are transmitted to the computer systems of TRUMPF. If there are viruses at the Client, which might negatively affect the Teleservice activities of TRUMPF, or which might be transmitted during such activities, then the Customer shall immediately notify TRUMPF thereof 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.

6.7.9 As regards **laser technology equipment**, TRUMPF may also implement other modes of remote access in addition to the Teleservice connection.

6.8 Scope of services regarding the „Supply of the required wearing parts and replacement parts on preferential terms“:

TRUMPF shall provide a discount under the „Classic“ and „Special“ service contracts for wearing parts and replacement parts installed during preventive maintenance and non-warranty repair works. The discount for the contracted machine shall be 5% of the prevailing list price of wearing parts and replacement parts.

6.9 Scope of services of „preventive maintenance works“:

6.9.1 The scope of activities performed by TRUMPF within the scope of preventive maintenance shall be based on the maintenance list of the TRUMPF Group's manufacturing units.

6.9.2 Having regard to the fact that the Parties may agree differently, in general maintenance works shall take place twice a year, at regular intervals if possible, on working days, during normal working hours. In case of bending machines, preventive maintenance shall usually take place once a year. During the maintenance periods, the Customer and TRUMPF shall usually agree on the maintenance dates at least four weeks prior to the intended maintenance date. TRUMPF shall generally seek to meet the wishes of the Customer regarding such date.

6.9.3 During the maintenance works, free disposition over the machine shall be provided to the employees of TRUMPF; the



machine may not be available for manufacturing purposes during such period.

6.9.4 The Customer shall arrange for the following regarding the maintenance performed by TRUMPF:

- Cleaning of the equipment (including its hoovering) before the start of the maintenance works so that they are not delayed due to the cleaning works; cleaning works do not belong to the service scope of the service contracts.
- Unobstructed access to the equipment for the employees of TRUMPF; materials stored near the equipment may especially not obstruct the maintenance works.
- Provision of assistance staff and auxiliary materials, as required.

6.9.5 The maintenance shall not include any repair services. Such works require the placement of a separate order, and their dates must be specified individually.

6.9.6 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.

6.10 Scope of services regarding „weekend availability“:

Extended availability (see Clause 6.4) on non-working days, except for public holidays. TRUMPF shall provide telephone hotline services on weekends; the relevant contact details thereof are included in the service contract concluded with the Customer.

6.11 Scope of services regarding „priority reaction and intervention time“:

6.11.1 The given service contract shall include the management by **absolute urgency** of defects of machine(s) covered by the contract and the priority onsite troubleshooting of such defects.

6.11.2 The Customer may report the defect and the need for an urgent onsite repair service aimed to eliminate such defect both by phone and via e-mail through the authorised contact persons specified in the annex of the service contract. Such reporting of the service requirement shall be considered as the official **order** by the Customer (even without the standard formal and substantive elements of general orders).

6.11.3 With a view to the fastest troubleshooting possible, TRUMPF shall generally seek to identify and eliminate the error with the Customer's assistance by telephone already. If this is successful, no onsite repair activities shall be necessary.

6.11.4 If the Customer reports the defect by noon on working days, then the TRUMPF service technician shall, if possible, appear on the next working day – no later than at noon – to perform the onsite repair. If this is not feasible, or if the Customer reports the error after noon on working days or at the weekend, then the service technician shall appear to perform the onsite repair by noon on the second working day following such notification.

6.11.5 Troubleshooting on the affected machine shall be subject to the use of original TRUMPF wearing parts and replacement parts.

6.11.6 The TRUMPF service technician shall issue a **worksheet** on the onsite activities performed, the content of which shall be signed by the Customer or their authorised and attending representative, immediately after the completion of the works, as a **certificate of completion**, and, if the internal procurement and financial administration policies of the Customer impose further requirements concerning as to form or content—such as order number or any special order document—, then the worksheet shall be supplied with those as well. In the absence thereof, TRUMPF may, after prior notification, suspend the performance of the service contract.

6.12 „Scope of services regarding „24/7 continued availability“:

Round-the-clock availability provided on working days, non-working days and public holidays. TRUMPF shall provide telephone hotline services for the round-the-clock availability; the relevant contact details are included in the service contract concluded with the Customer.

6.13 „Scope of services regarding „service repair works“:

TRUMPF shall eliminate the defects of the machine concerned (including any errors of CNC control) free of charge.

6.13.1 The repair works necessary for troubleshooting are included in the service scope, and are deemed settled by the payment of the repair flat rate under the „Special“ service contract. TRUMPF shall invoice the spare parts, the wearing parts and the consumables used for this purpose separately.

6.13.2 CNC control troubleshooting shall be performed by the manufacturer of the control unit or TRUMPF itself. TRUMPF shall at all times coordinate and subcontract the repair works performed by the manufacturer of the control unit. The service contract shall not cover works ordered by the Customer directly from the manufacturer of the control unit.

6.13.3 With a view to the fastest troubleshooting possible, TRUMPF shall attempt to identify and eliminate the defect with the Customer's assistance by telephone.

6.13.4 The use of original TRUMPF spare parts and wearing parts is a prerequisite to troubleshooting. If the defect of the machine is caused by non-original parts used in the equipment, then TRUMPF shall invoice the costs incurred during troubleshooting to the Customer, according to the up-to-date after-sales service rates.

6.13.5 In the case of a machine malfunction that necessitates the replacement of parts, TRUMPF shall, with a view to the earliest possible reparability, immediately order the relevant part within the scope of its own competence and at the cost of the Customer, without prior quotation provided. Subsequent information shall be provided in the form of a quotation; the Customer shall accordingly submit its own order to TRUMPF and shall assume the obligation to pay the purchase price of such part.

6.13.6 The scope of services does not include troubleshooting of the machines due to force majeure (fire, earthquakes, floods, strikes, etc.), accidents, or any unprofessional handling/maintenance by the Customer or third parties.

6.14 Scope of service regarding „24/7 extraordinary onsite service“:

If the initially attempted identification and elimination of the defect with the Customer's assistance by telephone does not yield any results, in such case TRUMPF agrees to appear on site within 24 hours calculated from the notification of the defect on any day of the week and shall commence the onsite detection and elimination of the defect.

7 Services provided under the „VOS“ service contract

7.1 The Visual Online Support (hereinafter referred to as „VOS“) service contract includes the following services (except for TRUMPF laser technology products):

- Support with remote access, with the help of the Visual Online Support (VOS) application.

7.2 Scope of service of „VOS“:

7.2.1 Diagnosis and elimination of any defects of the TRUMPF equipment, and support and preparation of onsite service interventions, if it is possible with the VOS application.

7.2.2 VOS has the following functions:

a) Image transmission

Image transmission allows for the Client to forward the images taken with the application to TRUMPF. TRUMPF can forward the images in its possession to the Client.

b) Image editing



Within the application, both TRUMPF and the Client can place different types of markings on the images. The function of this tool is to draw attention to various details of the image.

c) Voice transfer

The application can forward the voice recordings to TRUMPF for further analysis.

d) Video transfer

The application can forward the video files recorded with the application to TRUMPF.

e) Chat

The chat function is an alternative communication tool if the noise level near the equipment is too high for telephone conversations.

7.2.3 TRUMPF uses the VOS application to provide support during normal working hours (Monday to Friday, between 8.00 am and 4.30 pm, except for non-working days), unless an extended availability has been agreed upon in another service contract. In that case, the VOS can be used during the extended availability period as well.

7.2.4 Application updates are available free of charge from the App Store.

7.3 Technical requirements of VOS:

a) Wireless Operation Point (WOP):

The operation of VOS requires that the equipment has a TRUMPF Wireless Operation Point. This can be ordered optionally or as a subsequent device of the machine from TRUMPF.

b) Via Teleservice internet connection:

For the use of the Teleservice, the Customer shall prepare the TRUMPF machine for Internet access (in terms of hardware and software), and shall set up its TCP-IP configuration for access to the network of the Customer. The connection must be able to connect to the TRUMPF Telepresence portal via the network of the Customer and the Internet. The connection shall be set up with IPsec protocol, via the standard UDP 500 and UDP 4500 ports. The firewall rules applicable for access shall, if possible, be set up so that they do not interrupt the connection in the event of longer inactivity.

7.3.1 The Customer shall send a detailed description of the defect to TRUMPF so that TRUMPF can decide whether the application of the VOS is reasonable and possible.

7.3.2 The VOS communicates via the Teleservice connection. When the Teleservice connection is used, a key factor is security to prevent unauthorised interventions. Clauses XIII.6.7.6 to 6.7.8 shall apply to VOS as well.

XIV. 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 proportion to the expenses incurred. The service contract may be concluded after completion of the repair works only.

XV. 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 the „Classic”, „Special” and „VOS” service contracts 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. 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.

XVI. Term of contract, increase of fees

1. The service contracts are concluded for a fixed term. The contractual period referred to in the body text of the agreement shall last from 12 months (this is the so-called **basic duration**) up to 60 months at maximum. The earliest date for the start of the duration shall be the 1st day of the month in which the machine concerned is delivered and accepted at the Customer.
2. At the end of the duration, the service contract shall always be automatically extended by one year, unless terminated in writing for weeks before the end of the duration at the latest.
3. 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. The price increase shall become effective only if it is announced to the Customer in writing, at least four weeks prior to the beginning of the contractual year concerned, subject to calling attention to the possibility of termination by ordinary notice under the previous Clause XVI.2. No price increase shall be applicable during the basic duration of the service contract (cf. Clause XVI.1).

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” and „TruTops Boost” (these **software service contracts** 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 Ltd., 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 Ltd.”; 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 XIII. Clause 6.7), or which might be transmitted during such activities, then the Customer shall immediately notify TRUMPF thereof 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 included in the „TruTops” and „TruTops Boost” contracts

1.1 The „TruTops” and the „TruTops Boost” service contract includes the following services:

- Telephone support with call-back service;
- Online remote diagnosis via the „teleservice system” integrated into the TruTops and TruTops Boost software applications;
- Delivery of an up-to-date main version;
- Access to updates and user hints and tips;
- Prioritisation of the Customer’s inquiries;
- Replenishment of media;
- Licence changes.

1.2 Scope of services regarding „Telephone support”:

Telephone support for the elimination of disturbances, handling and use – provided by a specially trained software technician of TRUMPF. 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 programming software application, and support and preparation of servicing work during normal working hours, if this is possible with the Teleservice system integrated into the TruTops and TruTops Boost software application.

1.3.2 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 computer of the Customer’s programmer. Remote control serves to support the operator in the case of the operator’s and data entry errors.
- b) Data transfer
Data transfer allows for the exchange of files. This includes the system files of the operating system, application data of the user interface, and NC programs and client-specific data.
- c) Dialog Mode
If there is no telephone voice communication available, then communication can be realised by the Teleservice software, using the built-in dialog mode.

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”:

During the further development of the product, the Customer shall be entitled to the delivery of the up-to-date main version.

The Customer shall receive the up-to-date main version either on a data carrier or as a downloadable version.

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/de_INT/mytrumpf/). 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 „Replenishment of media”:

Elvesztés In case of a loss, TRUMPF shall replenish the media (data carriers, compare with Clause XVIII.1.4) free of charge.

1.8 Scope of services regarding „Licence changes”:

Licence changes, in other words combination of licences, rewriting of licences and 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 licences agreed between the Customer and TRUMPF. If the number of licences in the software service contract is changed, then 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.

XX. Term of contract, increase of fees

1. The TruTops and TruTops Boost service contracts are concluded for a fixed term. The contractual period referred to in the body text of the agreement shall last from 12 months (this is the so-called **basic duration**) up to 60 months at maximum. The earliest date for the start of the duration shall be the 1st day of the month in which the software concerned is installed at the Customer.
2. At the end of the duration, the service contract shall always be automatically extended by one year, unless terminated in writing for weeks before the end of the duration at the latest.
3. 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. The price increase shall become effective only if it is announced to the Customer in writing, at least four weeks prior to the beginning of the contractual year concerned, subject to calling attention to the possibility of termination by ordinary notice under the previous Clause XX.2. No price increase shall be applicable during the basic duration of the service contract (cf. Clause XX.1).