

§ 1 General

1. These General Terms and Conditions shall apply to the provision of services by Smart Factory Consulting of the TRUMPF Group and are considered to be part of the contract concluded between the respective TRUMPF company and the customer.
2. In the following, the contracting parties are referred to individually as "TRUMPF" and "Customer" and collectively as "the Parties".
3. Unless otherwise agreed in writing, TRUMPF shall provide services exclusively on the basis of the respective offer or contract (hereinafter referred to as "Individual Contract") in conjunction with these General Terms and Conditions. The Customer's own terms and conditions do not become part of the contract even if TRUMPF has not expressly objected to them when accepting the order. In the event of any contradictions between these General Terms and Conditions and the Individual Contract and to the extent that the Individual Contract specifies the General Terms and Conditions, the Individual Contract shall prevail.
4. There shall be no verbal collateral agreements to concluded contracts. Subsidiary agreements and amendments to the contract must be made in writing to be effective. This formal requirement may not be waived or set aside either verbally or tacitly.

§ 2 Scope and Execution of the Consulting Services

1. For the remuneration agreed in the individual contract, TRUMPF will provide the services specified in the individual contract under the assumptions and conditions set out therein. The scope of the services is determined by the respective scope of the offer. TRUMPF uses its own employees or employees of the global TRUMPF Group for its performance. Companies of the TRUMPF Group and their employees are not considered subcontractors.
2. TRUMPF owes the provision of the consulting services specified in the individual contract, but not a specific economic success.
3. TRUMPF is furthermore entitled to commission subcontractors with the performance of the services without having to obtain the customer's consent in each individual case.
4. Performance dates and deadlines are only binding if they have been designated as binding in the individual contract.
5. If the customer notifies TRUMPF in writing of any requests for changes or additions to the contractually agreed services, TRUMPF shall review such requests with regard to their feasibility, the time required and any additional costs incurred. The expense of this review is to be reimbursed by the customer in accordance with the daily rates agreed in the individual contract. A change to the originally agreed service ("change request") shall require a written agreement. Until a change request has been agreed, TRUMPF shall be entitled and obliged to provide the originally agreed services.

§ 3 Obligations of the customer

1. Obligations to cooperate

The Customer assumes as an essential contractual obligation to support TRUMPF in the performance of the services to the best of its ability. To this end, the Customer shall provide, free of charge and in a timely manner, all means, information and documents necessary for the successful performance of the Services as well as an appropriate infrastructure, including office space, IT and communication facilities. In addition, the customer is obliged to perform all obligations to cooperate specified in the individual contract on time and as agreed.

If the Customer does not perform one of his obligations to cooperate as agreed or on time and if, as a result, deadlines cannot be met according to the previous planning, corresponding deadline agreements shall lose their validity. In this case, the performance time shall be extended accordingly. The Customer shall be obligated to compensate TRUMPF for any additional expenses incurred by TRUMPF as a result of the breach of its obligations to cooperate. TRUMPF will request the Customer in writing, setting a reasonable deadline, to make up for or remedy the obligation to cooperate. If this period expires without result, TRUMPF shall be entitled to terminate the individual contract without notice, provided TRUMPF has given prior written notice of such termination.

The assertion of further rights shall remain unaffected by the above provisions.

2. third party products

Part of TRUMPF's services may include support for the customer in the procurement of hardware, software and other products ("Third Party Products"). Unless expressly agreed otherwise, Customer will license or purchase such Third Party Products directly from the manufacturer or reseller. The reseller can also be a company affiliated with TRUMPF. The selection of the Third Party Product and its purchase are the sole responsibility of the Customer, unless otherwise expressly agreed in the individual contract with TRUMPF. TRUMPF assumes no warranty or guarantees for these Third Party Products.

§ 4 Handover or Acceptance of the Consulting Services

1. Consulting services are generally not subject to acceptance. They shall be deemed to have been performed upon completion.
2. Documents (in particular concepts, specifications and presentations) shall be presented to the Customer for review as to their conformity with the contract. The Customer shall notify TRUMPF of any need for improvement within a period of 5 working days, if necessary. TRUMPF shall incorporate changes within the scope of justified suggestions for improvement within a reasonable period of at least 5 working days. The revised documents shall then be deemed to have been prepared in accordance with the contract upon delivery.
3. The Customer shall inspect services under the contract for work and services to ensure that they have the contractually agreed quality under the agreed assumptions and conditions and, if there are only minor deviations from the agreed quality, declare acceptance of the services. TRUMPF shall be entitled to demand partial acceptance for self-contained partial performances according to the progress of the work. Unless otherwise agreed in writing, the review period is 5 working days from the date of provision of the services by TRUMPF. The services shall be deemed to have been accepted after expiry of the inspection period, unless the Customer objects to the services during the inspection period by

General Terms and Conditions for the TRUMPF Smart Factory Consulting Business Unit



specifically naming and describing the defects and their occurrence in writing as essentially not in conformity with the contract. The economic use of the service shall be equivalent to acceptance, unless the economic use of the service is made by the customer for reasons of damage reduction.

§ 5 Remuneration

1. Unless otherwise stated, the agreed prices shall be net prices excluding any statutory value added tax at the rate applicable at the time of performance. Unless otherwise agreed, all invoices issued by TRUMPF shall be payable within 14 calendar days of the date of the invoice without deduction to the account specified by TRUMPF in each case. The date on which payment is credited to TRUMPF's account shall be decisive for the timeliness of payment. TRUMPF reserves the right to demand advance payment or a deposit from the Customer. TRUMPF further reserves the right to issue interim invoices upon completion of individual work packages in accordance with the scope of the quotation.
2. The Customer shall have the right to withhold payments or other services or to offset them against counterclaims only to the extent that its right of retention or its counterclaims are undisputed and legally binding or are ready for decision in favor of the Customer. The customer shall not be entitled to raise the defense of non-performance of the contract.

§ 6 Service disruptions and warranty

1. The contractual services shall be performed by appropriately qualified personnel with reasonable care and in a proper manner.
2. If TRUMPF renders services, TRUMPF warrants that the services rendered by TRUMPF shall meet the requirements contractually agreed upon with the Customer. In the event of a defect in the contractual performance, TRUMPF shall, at its own discretion, either repair the performance or deliver a new performance. If TRUMPF is unable to remedy the defect within two reasonable periods of time or if the remedy of the defect finally fails, the Customer may demand a reduction of the remuneration for the defective part. If there is a substantial deviation from the contractually agreed quality of the performance, the Customer shall furthermore have the right to withdraw from the contract, provided that it has given prior written notice of such withdrawal. Further claims for defects are excluded.
3. the Customer must immediately assert its claim for the removal of defects in writing, stating and describing the defect and its occurrence in detail. The Customer is obligated to support TRUMPF within the scope of what is reasonable in the elimination of defects in services.
4. Claims for defects shall become statute-barred twelve months after delivery or acceptance of the contractual services.
5. If, in the course of work in connection with the notification of defects, it turns out that the Customer has no claim to rectification or replacement, TRUMPF shall be entitled to invoice the expenses incurred according to time and material on the basis of the agreed prices.
6. In all other respects, all other claims of the Customer against TRUMPF - irrespective of their legal basis - shall become statute-barred twelve months after the Customer has become aware of them or should have become aware of them without gross negligence.

§ 7 Liability

1. Any liability of TRUMPF - on whatever legal grounds - for damages is excluded. This exclusion of liability shall not apply to damages that arise
 - in the event of wilful intent on the part of TRUMPF,
 - in the event of gross negligence of the executive bodies or managing employees of TRUMPF,
 - in the event of culpable injury to life, limb or health,
 - in the event of defects which TRUMPF has maliciously concealed,
 - within the scope of an individual contractual guarantee, or
 - to the extent that liability for personal injury or property damage is mandatory under the Product Liability Act.
2. In the event of culpable violation of material contractual obligations, TRUMPF shall also be liable in the event of gross negligence by non-managing employees and slight negligence, in the latter case the liability is limited to reasonably foreseeable damage typical to this kind of contract.
3. Claims for damages and claims for reimbursement of expenses shall become time-barred within twelve months from the date of performance of the last service/acceptance.

§ 8 Right of Use

The Customer shall receive an irrevocable, unrestricted, non-transferable, simple right of use to the work results created by TRUMPF within the scope of the contractual obligation to perform.

§ 9 Industrial Property Rights of Third Parties

1. To the extent that the subject matter of the contract infringes industrial property rights or copyrights of third parties in Germany, TRUMPF shall, at its own expense, procure the right for the Customer to continue using the subject matter of the contract so that the infringement of industrial property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, both the Customer and TRUMPF shall be entitled to withdraw from the contract.
2. The aforementioned obligations of TRUMPF are - subject to § 7 - conclusive in the event of an infringement of industrial property rights or copyrights. They shall exist only insofar as
 - the Customer has not contributed to an increase of the damage by a delayed notification of the asserted infringement of property rights or copyrights,
 - the Customer supports TRUMPF to a reasonable extent in the defense against the asserted claims and enables TRUMPF to carry out the modification measures pursuant to the preceding paragraph,

- TRUMPF reserves the right to take all defensive measures, including out-of-court settlements, and
- the defect of title or the infringement of rights is not due to a cause set by the Customer itself, in particular due to a specification by the Customer or due to the fact that the Customer has modified the subject matter of the contract on its own authority or has used it in a manner not in accordance with the contract.

§ 10 Confidentiality and data protection

1. The parties are obligated to treat business and trade secrets of the other party as well as information designated as confidential which becomes known in connection with the performance of the contract as confidential and not to disclose them to third parties. Companies of the TRUMPF Group and their employees as well as consultants of the Parties who are professionally bound to secrecy shall not be deemed third parties within the meaning of this provision.
2. The Parties shall observe the data protection regulations applicable to them in each case; in particular, they shall only use persons for the performance of services who are bound to data secrecy/confidentiality in accordance with the applicable data protection law.
3. the processing of contact and interaction data of contact persons of the customer is necessary for the initiation and execution of the contract. TRUMPF processes this personal data on the basis of a legitimate interest to ensure the traceability of the business relationship and to support the communication during the execution of the contractual relationship. If the contractual performance requires the involvement of other companies of the TRUMPF Group, the information will also be passed on to them. This may also include companies of the TRUMPF Group outside Europe. An appropriate level of data protection is ensured within the TRUMPF Group in compliance with Art. 44 ff DS-GVO.
4. For the purpose of initiating and processing the contracts as well as subsequent services, TRUMPF shall transmit employee contact data to the Customer in order to enable orderly communication and processing of services. The Customer may only use this data for the performance of the respective contractual relationship with TRUMPF.

§ 11 Term and termination

1. Service contracts shall be concluded for the term agreed in the individual contract. If a term is not agreed, they shall be concluded for an indefinite period. Service contracts without a fixed term may be terminated by either party at any time with 30 working days' notice.
2. Service contracts with a term agreed in the individual contract may only be terminated prior to the expiry of the agreed term subject to a notice period of 30 calendar days if one party acts in breach of a material agreement of the contract and, following a written reminder from the other party, fails to remedy the breach within a period of notice which, as a rule, shall not be less than 30 working days.
3. In the event of termination, TRUMPF shall retain its claim to remuneration for all services rendered up to the effective date of termination. Insofar as TRUMPF has entered into reasonable contractual obligations to third parties or made other investments with regard to the performance of the individual contract in question and these are no longer required as a result of the notice of termination given by the Customer, the Customer shall reimburse TRUMPF for the unavoidable costs incurred by TRUMPF as a result of such contractual obligations.
4. The right to terminate for cause pursuant to § 648 a, § 314 BGB shall remain unaffected.
5. Each party shall also be entitled to terminate a contract if the financial situation of the other party deteriorates significantly or if the other party fails to meet its payment obligations under this contract several times in succession.

§ 12 Severability clause

Should any provision of the individual contract or of these General Terms and Conditions be or become invalid or contain a loophole, the legal validity of the remaining provisions shall not be affected thereby. In this case, the parties undertake to agree on a legally effective provision that comes as close as possible to the economic objective of the invalid clause.

§ 13 Applicable Law and Place of Jurisdiction

Legal relations between TRUMPF and the Customer shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the provisions on conflicts of laws. The place of jurisdiction for all disputes between the Customer and TRUMPF shall be the registered office of TRUMPF, unless a different exclusive jurisdiction exists.