



# Contractual Conditions of Service Agreements As of 07/2023

**A) General**

- 1 The following contractual conditions apply to the TRUMPF service agreements Remote, Maintenance and Performance as well as the corresponding options that can additionally be booked, if not governed by "FPT-VIMAG general terms and conditions of sale, delivery and service".
- 2 The contractual parties is the company named on the order confirmation, hereinafter referred to as "Customer" and TRUMPF Nederland B.V., hereinafter referred to as "TRUMPF".
- 3 TRUMPF service agreements are made up of packages and options. The customer has the option of adding defined options to the packages. Options can only be concluded in combination with a package. The combination possibilities can be taken from the brochure: "TRUMPF Service Agreements".  
  
The availability of individual service components depends on the machine type and, if applicable, the equipment selected for the respective machine.
- 4 The "FPT-VIMAG general terms and conditions of sale, delivery and service" which can be seen via link at <http://www.trumpf.com/s/4gehz6> and which TRUMPF makes available on request as hard copy to customers applies here at a subordinate level. In it there are further details regarding the warranty and liability.

**B) Service components of the packages**

**1. Service components of the "Remote" package**

The service agreement "Remote" includes the following services for the machine(s) named on the order confirmation.

- Telephone troubleshooting
- Remote Support / Online remote diagnostics
- Technical Guides

**1.1 Scope of services for "Telephone troubleshooting"**

Diagnostics and correction of errors of the TRUMPF machine as well as support and preparation of service calls, in as far as this is possible by telephone. The standard response times of Technical Service: Monday to Friday from 8:00 to 16:45; except for public holidays.

**1.2 Scope of services for "Remote Support / Online fault diagnostics"**

1.2.1 Diagnostics and correction of errors of the TRUMPF machine as well as support and preparation of service calls, in as far as this is possible with the help of the teleservice system.

1.2.2 The following individual access and intervention options are used:

a) Remote control  
The remote control allows access to the applications and the operating system of the operator's computer. It is used to support the machine operator in the event of operation and input errors.

b) Remote diagnostics

Errors that are in the access area of the operator's computer are detected using remote diagnostics. That includes components of the NC, the PLC, the user interface and the operating system of the user interface.

c) Remote administration  
The remote administration allows errors to be eliminated, sub-modules of the NC, PLC and user interface to be updated, configurations to be modified and updated and network configurations to be modified.

d) Data transfer  
The data transfer enables the exchange of files. These include system files of the operating system, application data of the user interface, NC and PLC, as well as NC programs and customized data.

e) Dialog mode  
If there is no voice connection by telephone, communication can take place via the integrated dialog mode of the remote diagnostics software.

1.2.3 Software updates are not included in the scope of performance.

**1.3 Technical requirements for Remote Support**

1.3.1 Remote Support via Modem:  
The connection to the modem supplied with the TRUMPF machine is established during the setting up of the machine at the Customer. The following conditions must be met for this on the Customer side:

- a. A telephone connection via a telephone jack with analog interface in the setup area of the machine;
- b. It must be possible to directly dial the telephone connection and to offer a direct-outward dialing option;
- c. For machines outside of Germany the connection point must have international trunk line access rights.

1.3.2 Remote Support via Internet:  
The TRUMPF machine must be prepared for Remote Support per Internet (hardware and software) and the following requirements must be met on the Customer side:

- a) The machine must be configured via TCP-IP to enable access to the Customer network.
- b) The machine (Telepresence Box) must be able to establish an online connection via the Customer network to the TRUMPF Telepresence portal. The connection is made via IPsec using standard ports UDP 500 and UDP 4500.
- c) The firewall access rules should not be automatically deactivated due to longer periods of non-use.

1.3.3 The Customer must transfer a detailed description of the fault to TRUMPF, in order that TRUMPF can decide whether a Teleservice call is advisable and feasible.

**1.4 Remote Support security**

An important factor in using the Remote Support connection is security against unauthorized access.

1.4.1 The Customer activates the Remote Support software only after consulting with TRUMPF based on a error message according to item 1.4.3 or in another case of need.

1.4.2 Remote Support may be provided only by TRUMPF authorized personnel. The staff of the Customer must be trained and authorized to allow Remote Support and to operate the machine.



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1.4.3 A user ID, a password and – for telephone-based Remote Support – a telephone number for the modem access are required to establish a Remote Support connection from the TRUMPF Service center to the Customer machine. The user ID and the password are assigned by TRUMPF. Information about the telephone number for the mode connection is supplied by the Customer. TRUMPF hereby bears the resulting telephone costs.

1.4.4 The Customer is not authorized to change the settings of the Remote Support software.

1.4.5 Depending on the state of the art, TRUMPF will take suitable precautions to prevent a penetration of viruses from the TRUMPF IT systems of the service center into the Customer's software. Nevertheless, should viruses enter the Customer's software through TRUMPF IT systems, TRUMPF will only be liable in cases of intentional misconduct or gross negligence.

1.4.6 The Customer must ensure that no viruses are transferred to TRUMPF IT systems. If viruses occur at the Customer which impair the activity of TRUMPF within the scope of the Remote Support or could be transferred during this Remote Support, the Customer is obliged to notify TRUMPF immediately in writing. If TRUMPF suffers losses due to the transfer of viruses from the Customer's software, the Customer is obliged to compensate for such losses to the extent that the Customer is responsible for these losses.

## 1.5 Scope of services of "Technical Guides"

1.5.1 The Customer shall receive technical instructions on how to rectify a standardized error description independently. The Customer receives these instructions either from TRUMPF's Technical Service or when reporting the malfunction using the service app via the service app. When using the service app, the Customer will also receive the Technical Guides outside the Technical Service's standard response times.

1.5.2 The service app is available from the store on the Android or iOS device. A free MyTrumpf account is required to use the service app.

## 2. Service components of the "Maintenance" package

2.1 The service agreement "Maintenance" includes the following services for the machine(s) named on the order confirmation:

- All service components of the service agreement "Remote"
- regular maintenance according to the maintenance checklist with TRUMPF maintenance sticker; for TruBend also technical safety inspection according to article 4 cont. of the EU Directive 2009/104 concerning the minimum safety and health requirements for the use of work equipment by workers at work and the corresponding Dutch legislations such as the Arbeidsomstandighedenwet (lag path measurement).

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

2.2.1 The scope of the services which are rendered during the maintenance is set out in the TRUMPF maintenance checklist. It is part of each service agreement. For

bending machines, a safety inspection is also carried out according to article 4 cont. of the EU Directive 2009/104 concerning the minimum safety and health requirements for the use of work equipment by workers at work and the corresponding Dutch legislations such as the Arbeidsomstandighedenwet (lag path measurement).

2.2.2 The number of maintenance jobs per year included in this service agreement is listed on page 1 of this agreement. If multiple maintenance jobs are carried out each year, these will be carried out at regular intervals in as far as possible. The maintenance jobs are carried out on workdays during normal working hours (except Saturdays). Maintenance dates are agreed between the Customer and TRUMPF, generally at least four weeks before the desired date. TRUMPF always strives to meet the Customer's desired date. However, there is no claim to a desired date. If the Customer reschedules more than twice a date agreed by both Parties for performing the maintenance, TRUMPF will be entitled to bill the Customer for the additional costs incurred as a result.

2.2.3 TRUMPF Service staff must have full access to the machine for the duration of the service call; the machine will not be available for production operations during this period. Waiting times that arise as a result will be billed separately.

2.2.4 The Customer must ensure the following with a view to a TRUMPF maintenance call:

- Cleaning of the system (including suction system) before the start of the maintenance call, in order that the maintenance work is not delayed by cleaning work; cleaning work belongs not to the scope of performance of a service agreement.
- Free access to the system for TRUMPF Service staff; in particular, no impairment of the maintenance call through material storage in the area of the machine.
- Punching machines must be in warmed up state. This is the case if the machine has been running for around one hour under production conditions.
- Provision of auxiliary staff and auxiliary material, in so far as required.

2.2.5 No repair services are contained in the maintenance. These works must be separately commissioned and scheduled.

2.2.6 No spare parts are contained in the service agreement Maintenance. The spare parts exchanged after consultation with the Customer are calculated subject to verification.

2.2.7 It may be necessary to install attachment parts for which specialists and special tools are required for maintenance, such as an exhaust system, process cooler, conveyor belt or extinguisher system. The functionality of the attachment parts can therefore only be ensured by maintenance by the manufacturer. The components installed are subjected merely to visual inspection in the course of TRUMPF's maintenance. Our service engineer will inform you in the event of irregularities.



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### 3. Service components of the “Performance” Package

3.1 The service agreement “Performance” includes the following service components for the machine(s) specified on the order confirmation:

- All service components of the service agreement “Maintenance”
- Service missions for repairs
- Service parts
- Provision of special tools

3.2 “Service missions for repairs” scope of services:

TRUMPF eliminates faults at the relevant machine (incl. malfunctions at the CNC control) without additional costs as follows:

3.2.1 Work and travel expenses in the context of service missions required for fault elimination are included in the scope of services and paid for via the “Performance” service fee.

3.2.2 Fault elimination at the CNC control is carried out by the manufacturer of the control or by TRUMPF. Service missions by the manufacturer of the control are always coordinated and assigned by TRUMPF. Service missions ordered directly by the customer are not covered by the service agreements.

3.2.3 To achieve fault elimination as promptly as possible, an attempt is generally made to localize the fault on the phone and have it eliminated with the assistance of the Customer. If that is successful, a deployment of the customer service engineer is not required.

3.2.4 The use of genuine TRUMPF spare parts and consumables is required for fault elimination. If third-party components used cause a malfunction of the machine, the Customer will be charged the costs for fault elimination in accordance with the current charge rates for TRUMPF services.

3.2.5 A prerequisite for the fault elimination and assumption of costs by TRUMPF is that the Customer has verifiably carried out the maintenance work specified in the operator’s manual for the respective machine.

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

3.3 “Service parts” scope of services:

Service parts are single parts or assemblies determined for replacing damaged single parts or assemblies of a higher-level unit in order to retain or restore the original function of the higher-level unit.

TRUMPF provides service parts required in the context of fault elimination without additional costs as follows:

3.3.1 All service parts required for fault elimination and their shipment (standard shipping) to the Customer are included in the scope of services and paid for via the “Performance” service fee. However, TRUMPF is entitled

to charge service parts separately that need to be replaced due to negligence by the Customer or by failure to observe the operator’s manual. The general terms of delivery of TRUMPF are applicable for the delivery of spare parts.

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

3.3.3 Replaced parts or parts not required are or become the property of TRUMPF. TRUMPF will normally arrange for their collection free of charge. If the collection of replaced parts or parts not required is made impossible by the Customer, TRUMPF is entitled to invoice these parts.

3.3.4 If the Customer sends in replaced parts or parts not required in agreement with TRUMPF, TRUMPF shall bear the costs for standard shipping; the Customer shall bear the costs for other shipping types (e.g. courier service).

3.3.5 Long-lasting consumables and other consumables are not covered by the stipulations of this section 3.3 and are charged separately. Consumables are parts subject to foreseeable consumption or wear due to operation or that will soon need to be replaced due to their technical attributes and their point of use. Long-lasting consumables are also subject to consumption or wear during operation, which is however not foreseeable at short notice. The anticipated service life of these parts is reduced, however, compared to the service life of the higher-level unit in question. Consumables and long-lasting consumables are specified in a separate list (see spare parts catalogue as attached with the machine).

3.4 “Provision of special tools” scope of services:

3.4.1 If special tools are required in the context of service missions, their provision incl. their delivery and collection (standard shipping in each case) is included in the scope of services and paid for via the “Performance” service fee.

3.4.2 The provision of special tools for the elimination of machine malfunctions caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party is not included in the scope of services.

### C) Service components of the options

#### 1. Service components of the option “Visual Assistance”

The “Visual Assistance” option can be combined with all packages.

1.1 The “Visual Assistance” option includes the following services for the machine listed on the sales order confirmation / page 1 of this agreement: (delete as required)

- Visual Assistance

1.2 Scope of services of “Visual Assistance”

1.2.1 Visual Assistance facilitates better diagnosis and rectification of problems on TRUMPF machines. Within

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limits, Visual Assistance also provides support and helps you to prepare for service missions.

## 1.2.2 Visual Assistance features

### a) Video calls

Once the Customer is at the machine with a device of their choice (e.g. smartphone, tablet or smart glasses), TRUMPF's In-house Service team can start a video call with the Customer.

During the video call, TRUMPF's In-house Service team can inspect the Customer's machine via the camera on the Customer's device. Another option is for TRUMPF's In-house Service team to activate the camera on their device to solve the problem, or even share their screen with the Customer.

### b) Markings on a freeze frame

Everyone on the video call has the option of freezing the video and adding markings or text within the freeze frame.

### c) Pictures and video calls

It is possible to capture images and videos during the video call. Once captured, the pictures can be saved while the video call continues. For videos, this option is also available after the video call has finished.

### d) Chat

The chat function is as an alternative means of communication if it is too noisy in the machine hall and communication via Visual Assistance or telephone is not possible.

1.2.3 Updates of the Visual Assistance app are available free of charge from the relevant app store.

## 1.3 "Visual Assistance" requirements

1.3.1 In order to use Visual Assistance, you have to install the Visual Assistance app on the end device (e.g. smartphone, tablet, smart glasses). For this purpose, TRUMPF shall ensure that the Customer can install the app (e.g. via the respective app stores). The system and compatibility requirements are available at <https://oculavis.de/en/compatibility/>

1.3.2 TRUMPF shall make the app available for download in the app stores and send the Customer an email containing the access data for logging into the app.

1.3.3 The Customer must provide TRUMPF with a detailed description of the problem on the TRUMPF machine so that TRUMPF can decide whether it is worthwhile to use Visual Assistance.

1.3.4 A reliable Internet connection is required for uninterrupted video calls. The Customer must ensure the availability of a suitably fast Internet connection, either via WLAN or mobile Internet. The minimum and recommended bandwidths depend on the type of call and the number of participants. The Customer can obtain information on the required bandwidths from their contact person at TRUMPF.

## 1.4 Collection and storage of personal and non-personal data in Visual Assistance

In the course of providing services using Visual Assistance, TRUMPF collects data from the Customer. This can be personal data (e.g., image or video

recordings) and non-personal data (e.g., recordings of the Customer's equipment, the Customer's end products).

When personal data is processed, it is stored and used to perform the contractually agreed service (Article 6(1)(b) of the GDPR).

TRUMPF will process and store the personal data solely for the purpose of providing the service through Visual Assistance. The data will not be used for any other purpose. The data will be retained to ensure the traceability of the services provided and will be deleted as soon as it is no longer required for the aforementioned purposes.

Find out more about data protection at: [https://www.trumpf.com/nl\\_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

## 2. Service components of the Option "Service Bonus"

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

### 2.1 The "Service Bonus" option includes the following services for the machine(s) named on the order confirmation:

- Discount on the hourly service rate
- Discount on the hourly travel rate and the travel costs

### 2.2 "Discount on the hourly service rate" scope of services

2.2.1 For all repair services / service missions carried out for the machine(s) mentioned on the order confirmation, a discount of the currently valid list price is granted.

2.2.2 The discount is only granted for repair work / service missions carried out by TRUMPF service engineers or by partner companies authorized by TRUMPF.

2.2.3 If there is already a different discount agreement, the discounts are not added. The highest agreed discount is applied.

2.2.4 The discount on repair work / service missions is not granted if the machine malfunctions were caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party.

### 2.3 Discount on hourly travel rate and travel costs" scope of services

2.3.1 For all repair services / service missions carried out for the machine(s) mentioned on the order confirmation, a discount of the currently valid list price is granted on the hourly travel rate and the travel costs (kilometer rate) for traveling.

2.3.2 The discount is only granted for traveling for repair work / service missions carried out by TRUMPF service



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engineers or by partner companies authorized by TRUMPF.

2.3.3 If there is already a different discount agreement, the discounts are not added. The highest agreed discount is applied.

2.3.4 The discount on traveling for repair work / service missions is not granted if the machine malfunctions were caused by force majeure (fire, earthquake, flood, strike, etc.), by accidents or by improper operation / maintenance by the Customer or third party.

### 3. Service components of the option “Genuine Parts Service 24/7”

The option “Genuine Parts Service 24/7” can be combined with all packages.

3.1 The “Genuine Parts Service 24/7” option includes the following services for the machine(s) named on the order confirmation:

- Genuine Parts Service 24/7

3.2 "Genuine Parts Service 24/7" scope of services

TRUMPF's Genuine Parts Service 24/7 is available 24 hours a day seven days a week (including holidays). The fixed sum for its utilization at night and at the weekend is included in the Option Genuine Parts Service 24/7. The part and delivery costs for the deliveries made are not covered by the agreement and are charged separately.

### 4 Service components of the option “Remote Extension”

The “Remote Extension” option can be combined with the “Remote” package, the “Maintenance” package and the “Performance” package.

4.1 The “Remote Extension” option includes the following services for the machine specified on the order confirmation:

- Extended on-call service of Technical Service
- Extended usage of remote support/online remote diagnostics

4.2 "Extended on-call service of Technical Service" scope of services

4.2.1 The following extended reaction times of Technical Service apply for the error correction by telephone in the event of a fault described under section B) 1.2: Monday to Friday from 17:00 to 22:00, Saturday from 8:00 to 13:00 ; holidays exempted.

4.2.2 Upon the conclusion of the agreement, the Customer shall receive a separate telephone number under which he can reach Technical Service outside the normal business hours according to section B) 1.1. The regular service numbers apply during normal business hours.

4.3 "Extended usage of remote support/online remote diagnostics" scope of services

The following extended reaction times of Technical Service apply for the remote support/online fault diagnostics in the event of a fault described under

section B) 1.3: Monday to Friday from 17:00 to 22:00, Saturday from 8:00 to 13:00; holidays exempted.

4.4 Prerequisite for the “Remote Extension” option

Since the services of the “Remote Extension” option are ensured by the different TRUMPF subsidiaries, support can be performed only in English outside the normal business hours according to section B) 1.1. The Customer must ensure that a qualified contact person with good English language skills is present.

For a successful service call it would be preferred, that a person, who finished the “operator” training is available during the service call.

The “Remote Extension” option is only available for 2D Laser cutting machines, punching machines and punch laser machines.

### 5 Service components of the option “Remote Extension 24/7”

The “Remote Extension 24/7” option can be combined with all packages.

5.1 The “Remote Extension 24/7” option includes the following services for the machine specified on the order confirmation page 1 of this agreement:

- Continuous on-call service of Technical Service
- Continuous usage of remote support/online remote diagnostics

5.2 "Continuous on-call service of Technical Service" scope of services

5.2.1 Technical Service is available 24 hours a day and 7 days a week, including holidays, for the error correction by telephone described under section B) 1.2 in the event of a fault.

5.2.2 Upon the conclusion of the agreement, the customer shall receive a separate telephone number under which he can reach Technical Service outside the normal business hours according to section B) 1.1 / the extended on-call service according to section C) 4.2. The regular service numbers apply during the normal business hours and for the extended on-call service.

5.3 "Continuous usage of remote support/online remote diagnostics" scope of services

Technical Service is available 24 hours a day and 7 days a week, including holidays, for the remote support/online fault diagnosis in the event of a fault described under section B) 1.3.

5.4 Prerequisite for the “Remote Extension 24/7” option

Since the services of the “Availability 24/7” option are ensured by the different TRUMPF subsidiaries, support can be performed only in English outside the normal business hours according to section B) 1.1 / the extended on-call service according to section C) 4.2. The customer must ensure that a qualified contact person with good English language skills is present.

For a successful service call it would be preferred, that a person, who finished the “operator” training is available during the service call.



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## 6 Service components of the option “Onsite Repair Coverage”

The “On-Site Repair Coverage” option can be combined with the “Maintenance” package.

6.1 The “On-Site Repair Coverage” option includes the following service components for the machine(s) specified on the order confirmation:

- Travel costs for service missions for repairs

6.2 “Travel costs for service missions for repairs” scope of services:

TRUMPF bears the travel costs for missions to eliminate faults at the relevant machine (incl. malfunctions at the CNC control) as follows:

6.2.1 Travel expenses in the context of service missions required for fault elimination are included in the scope of services and paid for via the option “On-Site Repair Coverage”.

6.2.2 To achieve fault elimination as promptly as possible, an attempt is generally made to localize the fault on the phone and have it eliminated with the assistance of the Customer. If that is successful, a deployment of the customer service engineer is not required.

6.2.3 The use of genuine TRUMPF spare parts and consumables is required for fault elimination. If third-party components used cause a malfunction of the machine, the customer will be charged the travel costs for fault elimination in accordance with the current charge rates for TRUMPF services.

6.2.4 A prerequisite for the fault elimination and assumption of travel costs by TRUMPF is that the customer has verifiably carried out the maintenance work specified in the operator’s manual for the respective machine.

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

6.2.6 No spare parts and labor costs are contained in the option “Onsite Repair Coverage”. The labor time and spare parts exchanged to repair the machine are calculated subject to verification.

## 7 Service components of the” Third-Party Component Maintenance” option

The “Third-party component maintenance” option can be combined with the “Maintenance” or “Performance” packages.

The Third-party component maintenance” option includes the following services for the machine listed on the sales order confirmation

- Regular maintenance according to maintenance checklist on the process cooler
- Regular maintenance according to maintenance checklist on the exhaust system
- Regular maintenance according to maintenance checklist on the robot

7.1 Scope of services of “Regular maintenance according to maintenance checklist”

7.1.1 It is possible that a third-party exhaust system, process cooler or robot are installed on the machine listed on the order confirmation. TRUMPF or an authorized service partner by TRUMPF provide maintenance of these third-party components. The scope of maintenance to be performed on third-party components is specified in the TRUMPF maintenance checklist. It is a component of the service agreement.

7.1.2 When concluding the service agreement, the Customer may choose whether to have third-party component maintenance performed on all or just some of the third-party components provided. Maintenance is performed only on the selected third-party components.

7.1.3 If the Customer decides against maintenance of the third-party components or opts for only some of the maintenance offered for third-party components, TRUMPF will only perform a visual inspection of the third-party components that are not part of the service agreement. Our service engineer will inform you of any anomalies.

7.1.4 Maintenance of third-party components is performed once a year, even if the machine maintenance is more frequent. Maintenance of the third-party components is carried out with the machine maintenance according to the conditions listed in section B) 2.2.2.

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

7.1.6 The Customer shall ensure the following with regard to a TRUMPF maintenance mission:

- Cleaning of the system (including the suction system) prior to the start of the maintenance mission so that the maintenance work is not delayed by cleaning work. Cleaning work is not part of the scope of services of a service agreement.
- Unrestricted accessibility of the system for TRUMPF service employees. It is particularly important that the safety check is not impeded by materials stored in the vicinity of the machine.
- Punching machines must be at operating temperature. Operating temperature is reached when the machine has been running for approx. one hour under production conditions.
- Provide support staff and auxiliary materials as required.

7.1.7 Maintenance of third-party components does not include repair services. This work must be contracted and scheduled separately.

7.1.8 No spare parts are included in the third-party component maintenance option. Billing of spare parts



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exchanged after consultation with the Customer shall occur upon presentation of proof.

must be stated explicitly. In this case, the "Transparency" Service Agreement/option cannot be used.

## D) **Smart Services**

### 1. **Service components of "Transparency"**

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

The "Transparency" Service Agreement/option is only available for selected machine types and includes the following services for the machine listed on the order confirmation

- Data-driven diagnosis
- Condition Report
- Smart Power Tube

#### 1.1 Scope of services of "Data-driven diagnosis"

Data-based failure analysis ensures faster and more sustainable error correction on the telephone with TRUMPF Technical Service, insofar as this is possible on the basis of the available data. Reaction times of Technical Service: Monday to Friday from 08:00 to 16:45, excluding public holidays.

#### 1.2 Scope of services of "Condition Report"

Transparency of the machine condition through regular provision of data-based information in the form of a weekly condition report on TRUMPF's "MyTRUMPF" Customer portal, insofar as this is possible based on the available data.

The Condition Report is available to the Customer from the third week after the machine is connected.

#### 1.3 Scope of services of "Smart Power Tube"

Continuous condition monitoring of the Power Tube for all TRUMPF machines with CO2 lasers whose generator uses a Power Tube, insofar as this is possible based on the available data.

This ensures that TRUMPF's Technical Service is notified of an upcoming replacement and can plan to order a new Power Tube in sufficient time.

The transparency of the remaining service life of the Power Tube prevents unplanned machine downtimes. Nevertheless, in exceptional cases, TRUMPF may not detect a failure in time. This can occur especially in relation to failures within the first days of production after installation, and sporadic failures that are not due to wear.

#### 1.4 Data usage agreement as a requirement

By placing an order for the "Transparency" Service Agreement/option, the Customer agrees to the terms of the "Agreement on the Transfer and Use of Data Standard", which can be accessed on this link: [https://www.trumpf.com/nl\\_NL/producten/services/service-es-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/service-es-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

If the Customer does not wish to accept the terms of the "Agreement on the Transmission and Use of Data", this

### 1.5 Technical requirements for Transparency

#### 1.5.1 Availability of machine connectivity

Machine status data is used for the provision of the Transparency product. This data must be transmitted continuously from the TRUMPF machine to the TRUMPF data processing systems. Interruption or malfunction of the connectivity prevents proper provision of the product.

- a) The availability of connectivity depends on the machine type, age and software version. TRUMPF Technical Service must perform a final check to clarify whether the Customer's machine(s) can be connected.
- b) If the machine still uses a modem connection, retrofitting is required to be able to use an Internet connection. This may incur additional costs.
- c) All relevant information on connectivity solutions for TRUMPF machines is listed in the document "Technical Information - Service Agreements Transparency and Condition Monitoring - Data Transmission".

#### 1.5.2 Registering on the MyTRUMPF Customer portal

a) The "Condition Report" sub-product is updated weekly and can be accessed by the Customer on the MyTRUMPF Customer portal.

b) Use of the Condition Report sub-product requires registration on the MyTRUMPF Customer portal: [https://www.trumpf.com/nl\\_NL/mytrumpf/meta/registratie/](https://www.trumpf.com/nl_NL/mytrumpf/meta/registratie/)

### 1.6 Machine connectivity safety

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

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

### 1.7 Notification of one or more predictive contact person(s) in TRUMPF Technical Service

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

Information on the collection of your personal data in accordance with Article 13 of the GDPR can be found on our website at

[https://www.trumpf.com/nl\\_NL/producten/services/service-es-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/service-es-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

### 1.8 Notification of change of machine ownership

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

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## 2. Service components of the "Condition Monitoring" machine tools

The "Condition Monitoring" option can be combined with the "Remote", the "Maintenance" or "Performance" package.

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

- Proactive specialist contact by telephone
- Proactive recommendations for action by mail or in the service app
- Proactive problem solving by TRUMPF service engineers

### 2.1 Scope of services of "Proactive specialist contact by telephone"

Proactive specialist contact by telephone by TRUMPF Technical Service. The aim is to prevent unplanned machine downtimes as far as possible by proposing data-based solutions, insofar as this is possible on the basis of the available data. Contact times of Technical Service: Monday to Friday from 08:00 to 16:45; excluding public holidays.

### 2.2 Scope of services of "Proactive recommendations for action by mail or in the service app"

Automatic delivery of a message via service app or email with a specific recommendation for action (Technical Guide) for the Customer when the machine issues an error message, and provided that a solution can be determined on the basis of the available data. This service is available 24/7 (including public holidays).

### 2.3 Scope of services of "Proactive problem solving by TRUMPF technicians"

Identification of additional service tasks based on the machine data, which can be added to the service engineer's planned call-out. This can avoid unplanned repairs and reduce costs (e. g.: travel costs) for additional service engineer call-outs, insofar as this can be determined on the basis of the available data.

Any additional expenses for repairs or the replacement of parts will be agreed after consultation and approval by the Customer and billed separately. If this content is covered by an existing service agreement, implementation will be carried out according to the said agreement.

### 2.4 "Transparency" Service Agreement as a requirement

The availability of the free "Transparency" service agreement/option is deemed to be the main requirement for using the "Condition Monitoring" option.

### 2.5 Data usage agreement as a requirement

By placing an order for the "Condition Monitoring" option, the Customer agrees to the terms of the "Agreement on the Transfer and Use of Data Standard", which can be accessed on this link:

[https://www.trumpf.com/nl\\_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

If the Customer does not wish to accept the terms of the "Agreement on the Transmission and Use of Data", this

must be stated explicitly. In this case, the "Condition Monitoring" option cannot be used.

### 2.6 Technical requirements for the "Condition Monitoring" option

#### 2.6.1 Availability of machine connectivity

Machine status data is used for the provision of the "Condition Monitoring" option. This data must be transmitted continuously from the TRUMPF machine to the TRUMPF data processing systems. Interruption or malfunction of the connectivity prevents proper provision of the product.

- The availability of connectivity depends on the machine type, age and software version. TRUMPF Technical Service must perform a final check to clarify whether the Customer's machine(s) can be connected.
- If the machine still uses a modem connection, retrofitting is required to be able to use an Internet connection. This may incur additional costs.
- All relevant information on connectivity solutions for TRUMPF machines is listed in the document "Technical Information - Service Agreements Transparency and Condition Monitoring - Data Transmission".

#### 2.6.2 Installing the TRUMPF service app and registering on the MyTRUMPF Customer portal

a) The recommended actions (Technical Guides) based on TRUMPF's expertise can be provided either by email or via the TRUMPF service app.

b) The service app is available via the corresponding app stores for Android or iOS devices.

c) Use of the TRUMPF service app requires registration on the MyTRUMPF Customer portal, which can be done by clicking on the link:

[https://www.TRUMPF.com/nl\\_NL/myTRUMPF/meta/registratie/](https://www.TRUMPF.com/nl_NL/myTRUMPF/meta/registratie/)

### 2.7 Machine connectivity safety

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

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

### 2.8 Notification of one or more predictive contact person(s) in TRUMPF Technical Service

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

Information on the collection of your personal data in accordance with Art. 13 GDPR can be found on our website

at [https://www.trumpf.com/nl\\_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

### 2.9 Notification of change of machine ownership





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If a machine to which this option applies is no longer in the Customer's possession (e.g. in the event of a sale), the Customer undertakes to notify TRUMPF that the machine is no longer in its possession.

### 3. Condition Monitoring laser technology

The following sections apply to the systems and devices from TRUMPF laser technology.

The Condition Monitoring option can be combined with all packages, or purchased individually.

3.1 The Condition Monitoring option includes the following services for the machine listed on page 1 of this agreement:

- Remote monitoring of machine and laser
- Condition Reports

3.2 Scope of service of Remote monitoring of machine and laser

3.2.1 Condition Monitoring involves monitoring of the machine and laser by algorithms and TRUMPF experts. This allows unplanned machine downtimes to be detected early and system availability to be increased. In addition, the planning and preparation of service missions can be optimized, and the frequency and costs of these missions can be reduced.

3.3 Scope of services of Condition Reports

3.3.1 The Condition Report contains a detailed overview of the condition of all machine components and an overview of weekly machine events and usage. This report can be used as a basis for working out separate optimization measures.

3.3.2 The Condition Report is provided four times a year with the Condition Monitoring option.

3.3.3 With each Condition Report there is a one-hour telephone clarification included.

3.4 Condition Monitoring terms

3.4.1 Detailed information on system requirements and network configurations can be viewed on the following link: [www.trumpf.com/s/TCadLT](http://www.trumpf.com/s/TCadLT)

3.4.2 Detailed information on data protection can be viewed on the following link: [www.trumpf.com/s/TCadLT](http://www.trumpf.com/s/TCadLT)

3.4.3 This requires permanent data transmission from the machine to TRUMPF at the specified intervals. The availability of Condition Monitoring depends on the equipment type.

### 4. Smart View Services option

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

4.1 Scope of service of Smart View Services

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

4.2 Smart View Services terms

4.2.1 Detailed information on system requirements and network configurations can be viewed on the following link: [www.trumpf.com/s/TCadLT](http://www.trumpf.com/s/TCadLT)

4.2.2 Detailed information on data protection can be viewed on the following link: [www.trumpf.com/s/TCadLT](http://www.trumpf.com/s/TCadLT)

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

### 5. Industry 4.0 Starter Package option

The Industry 4.0 Starter Package option can be combined with all packages, or purchased individually.

5.1 The Industry 4.0 Starter Package option includes the following services for the machine listed on page 1 of this agreement

- Production Report
- Condition Monitoring
- Condition Report

5.2 Scope of service of Production Report

5.2.1 The Production Report contains an overview of machine utilization and program runs, along with a comprehensive display of the causes of errors during downtime.

5.2.2 The Production Report is provided daily as part of the Industry 4.0 Starter Package option.

5.3 Scope of services of Condition Monitoring

Condition Monitoring involves monitoring of the machine and laser by algorithms and TRUMPF experts. This allows unplanned machine downtimes to be detected early and system availability to be increased. In addition, the planning and preparation of service missions can be optimized, and the frequency and costs of these missions can be reduced.

5.4 Scope of services of Condition Report

5.4.1 The Condition Report contains a detailed overview of the state of all machine components and an overview of weekly machine events and usage. This report can be used as a basis for working out separate optimization measures.

5.4.2 The Condition Report is provided weekly as part of the Industry 4.0 Starter Package option.

5.5 Industry 4.0 Starter Package terms

5.5.1 Detailed information on system requirements and network configurations can be viewed on the following [https://www.trumpf.com/nl\\_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

5.5.2 Detailed information on data protection can be viewed on the following link:

[https://www.trumpf.com/nl\\_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/](https://www.trumpf.com/nl_NL/producten/services/services-machines-systemen-en-lasers/monitoring-en-analyse/overeenkomst-inzake-gegevensgebruik/)

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



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## **E) Inventory ("state check")**

If, for a machine for which a "Performance" service agreement is to be concluded, the last maintenance carried out by TRUMPF was performed two or more years ago, before the start of the agreement an inventory of the machine is generally carried out by TRUMPF. This inventory is subject to charge, which is done separately according to the work carried out. The result of this inventory is recorded in writing and signed by the Customer. If the inventory reveals that the relevant machine urgently needs to be repaired, these repairs must be carried out separately. The calculation is carried out according to the work done. The service agreement only takes effect after carrying out the repairs. If the machine is in a particularly bad condition, TRUMPF reserves the right to reject the conclusion of the "Performance" package.

## **F) Costs and payment**

- 1 The costs for the corresponding scope of services, including any accompanying costs (such as travel, catering or accommodation costs for the TRUMPF service employees) are covered by the fee given on page 1 of this service agreement. Any exceptions are specified explicitly in the description of the respective scope of services.
- 2 The "Transparency" service agreement/option is offered free of charge. However, additional costs may arise for machines with a modem connection as an Internet connection will have to be retrofitted. The flat rate for the "Condition Monitoring" option is billed annually at the start of a billing period.
- 3 The fees for the "Remote", "Maintenance" and "Performance" service agreements and for any options additionally booked are charged upon the terms and conditions within the service agreement. The intervals can vary from monthly, quarterly or annually. Because of the monthly or quarterly calculation, the system's financial rounding-off process may lead to a very small difference in the resulting annual total, which may in turn be advantageous or disadvantageous for the Customer. This difference is not compensated.
- 4 If not otherwise agreed, all bills submitted by TRUMPF are payable within 14 days of receipt by Customer without deduction to the respective account specified by TRUMPF. Value added tax (sales tax) shall be charged at the applicable rate. The date of the crediting to the TRUMPF account will be decisive for the timeliness of the payment. If invoices are not paid per the terms of the agreement, TRUMPF reserves the right to suspend all further services.
- 5 A corresponding adjustment of the yearly flat-rate fee can be made after the end of the contractual year if TRUMPF's basis of calculation for the service agreements has changed due to increased costs.
- 6 After the completion of each contractual year, TRUMPF has the right to increase the lump sum regarding the CBS service list index. No other information regarding this will be given. The Customer is entitled to terminate the service agreement with immediate effect within one month of receipt of the invoice containing the change in the annual lump-sum amount

## **G) Term of the agreement**

- 1 The agreement will come into force on the date specified on page 1 of this agreement.
- 2 The Customer does not have the right to terminate this service agreement during the term of the agreement
- 3 The "Performance" service agreement including any additionally booked options can be concluded until the end of the 5th year of operation at the latest - starting with the start-up/acceptance of the machine at the Customer's location. The minimum term for the "Performance" service agreement including any additionally booked options is one year. However, the basic term can however be increased to up to the 5th year of operation at the latest according to an agreement between the Customer and TRUMPF. The extension is carried out in annual steps. This is noted accordingly on the order confirmation. If the basic duration is shorter, the term is increased by a further year automatically, until the 5th machine operating year is completed. At this point in time, the contractual relationship ends automatically.
- 4 The "Transparency" service agreement is concluded for an indefinite period and may be terminated at the end of each following month. If billable options have been booked, e.g. the "Condition Monitoring" option, the termination period is based on the termination conditions of these options. The "Condition Monitoring" option is concluded for an indefinite period and can be terminated with three months' notice to the end of the contract year.  
  
If a machine to which the "Transparency" service agreement/option and/or the "Condition Monitoring" option applies is no longer in the Customer's possession (e.g. in the event of a sale), the Customer and TRUMPF shall be entitled to terminate this service agreement without notice. In this case, the Customer undertakes to notify TRUMPF that the machine is no longer in its possession.
- 5 TRUMPF may terminate or suspend the service agreement in whole or in part, if the Customer:
  - a. is in breach of one or more of its obligations under this agreement, which default is not remedied within thirty (30) days after written notice is given to the Customer or, with respect to any breach which cannot reasonably be remedied;
  - b. has ceased or is reasonably to be expected to cease to do business in the ordinary course or to suspend any of its commercial activities;
  - c. applies for a moratorium of payments or bankruptcy or any similar arrangement;
  - d. suffers or permits the appointment of a receiver or a manager for its business assets or avails itself or becomes subject to any proceeding under bankruptcy laws or any other statutes or laws relating to insolvency or protection of the rights of creditors;
  - e. faces an attachment on (part of) its assets which are intended for the performance of this agreement;
  - f. permits and certifications of the Customer that are necessary for the performance of this agreement are cancelled; or
  - g. the Customer merges with another company or continues its company in another legal



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form or transfers control over its company to a third party.

TRUMPF Nederland B.V.

6 Terminations must be made in writing.

## H) Liability

TRUMPF is only liable – on whatever legal grounds – for damage that was caused to the delivery item itself. The liability of TRUMPF is limited to repair of the damaged machine and if repair is not possible to payment of damages as described herein.

This limitation of liability shall not apply for damage that is caused

- in the event of intent or gross negligence on the part of TRUMPF,
- by defects that TRUMPF fraudulently concealed,
- in the event of culpable injury to life, body, health,
- by faults to the delivery item, insofar as liability is mandatory under the Product Liability Act.

TRUMPF shall never be liable for indirect damages, including but not limited to direct or indirect consequences or damages of such breach of the agreement, damaged other goods, loss of profit, loss of production, loss of business, loss of opportunities, waiting time, (dis)assembly cost and/or (air) freight or third party damages, unless such damage results from the intent or willful recklessness on the part of TRUMPF's executive staff.

Any damage to be paid by TRUMPF in connection with this agreement, whether based on breach of contract or non-contractual liability will be limited to the amount paid by the insurance carrier or, if the insurance carrier does not pay, to the amount of the respective invoice or EUR 25.000 whichever is less.

## I) Force majeure

Events of force majeure (like fire, ice, storms, extreme weather, pandemic, epidemic, war, closing of borders, etc.) which significantly impede or render impossible obligations from this agreement, will entitle TRUMPF to postpone fulfillment for the duration of the hindrance or interruption as well as for a reasonable start-up period. Force majeure will be deemed to be strike, lock-out and similar circumstances which directly or indirectly affect TRUMPF.

## J) Concluding provisions

- 1 Exclusive place of jurisdiction is the competent court in the location of the headquarters of TRUMPF.
- 2 Dutch law shall apply exclusively.
- 3 Amendments and supplements to this agreement (including this provision) must be explicitly identified as such and must be made in written form. Collateral verbal agreements are invalid.
- 4 If parts of this agreement are invalid, this will not affect the other provisions. Both parties undertake to replace the invalid provisions with provisions that come as close as possible to the purpose of this agreement.

Hengelo, 01.07.2023