



Terms & Conditions for the Supply of Services

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Terms & Conditions for the Supply of Services by TRUMPF Ltd.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

- (a) **Additional Services:** additional services requested by the Customer and/or supplied by the Supplier to the Customer, under the Contract which fall outside the agreed scope of Services set out in the Quotation.
- (b) **Affiliate:** in relation to a party to the Contract, any legal entity which directly or indirectly controls, is controlled by or under common control with that party, where "control" means the direct or indirect ownership of more than 50% of such legal entity's voting rights or capital.
- (c) **Automation Enhancement:** the provision of goods and/or services constituting any functional add-on compared with the functionality of the originally supplied Machine.
- (d) **Business Day:** a day (other than a Saturday, Sunday, public holiday or the period between Boxing Day and New Year's day) when banks in London are open for business.
- (e) **Charges:** the charges payable by the Customer for the supply of the Services, Automation Enhancements and/or goods in accordance with clause 7.
- (f) **Commencement Date:** has the meaning set out in clause 2.3.
- (g) **Conditions:** these terms and conditions as amended from time to time in accordance with clause 20.7.
- (h) **Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions which consists of (to the extent applicable): the Quotation, the Supplier's order acceptance, these Conditions, the Specification, the DUA (if applicable) and, if applicable, any written agreement made between the parties into which these Conditions are incorporated.
- (i) **Contract Period:** has the meaning given in clause 3.1.
- (j) **CPI:** the UK Consumer Prices Index, or any index which replaces that index from time to time.
- (k) **Customer:** the person or firm who purchases Services from the Supplier.
- (l) **Data Protection Legislation:** the UK Data Protection Legislation and, if and to the extent applicable to any processing carried out in connection with the Contract or any related arrangements, the EU Data Protection Legislation.
- (m) **DUA:** the data usage agreement referred to in clause 6.9 which is applicable to remote, digital and/or "SMART" Services.
- (n) **EU Data Protection Legislation:** any European Union legislation, including the General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC), relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- (o) **Initial Contract Period:** the period which begins on the Commencement Date and ends on the first anniversary of the Service Start Date.
- (p) **Intellectual Property Rights:** copyright, trademarks, patents, rights in designs, know-how, confidential information and any other intellectual property rights arising anywhere in the world, whether registered or unregistered.
- (q) **Machine:** a machine which is the subject of a Contract or Service visit.
- (r) **Maintenance Visit:** an on-site visit by the Supplier's engineer to provide preventative maintenance.
- (s) **Options:** the different options available within certain of the Supplier's Service offerings, including the following (full details of which are set out on the Supplier's website at https://trumpf.com/en_GB/meta/terms-and-conditions/):
 - **Service Discount** (in conjunction with a Maintenance contract only);
 - **On-site repair coverage** (in conjunction with a Maintenance contract only);
 - **Parts Discount; Extended Support** (Machine Tool (MT) machines only);
 - **24/7 Extended Support** (Laser Tool (LT) machines only);
 - **Visual Assistant** (MT/LT);
 - **Team Maintenance** (MT/LT);
 - **Saturday Maintenance** (LT Only);
 - **Service Technician Maintenance** (MT Only); and
 - **Condition Monitoring, Smart View Services and Industry 4.0 starter packages** (all only in conjunction with either a Remote, Maintenance or Performance contract).



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- (t) **Purpose:** discussing, negotiating, preparing for, performing or receiving the benefit of the Contract or any Services or related arrangements and any other purpose agreed between the parties in writing from time to time.
- (u) **Quotation:** the Supplier's written quotation for the Services and/or goods.
- (v) **Remote Support:** remote diagnostic support from the Supplier's engineers for Machines and Software.
- (w) **Representative(s):** in relation to each party and any relevant Affiliate of that party:
- (i) its officers and employees to whom Shared Personal Data needs to be disclosed for the Purpose;
 - (ii) its professional advisers or consultants who are engaged to advise that party and/or Affiliate in connection with the Purpose;
 - (iii) its contractors and sub-contractors engaged by that party and/or Affiliate in connection with the Purpose; and
 - (iv) any other person to whom the other party agrees in writing that Confidential Information (as defined in clause 14) may be disclosed in connection with the Purpose.
- (x) **Services:** any support, maintenance and repair and/or training services that the Supplier has agreed to supply to the Customer as set out in the Quotation which (in the case of support, maintenance and repair services) will be supplied under one of the following service offerings, brief particulars of each of which are set out in the schedule appearing at the end of these Conditions and full details of which (including the different Options available within certain service offerings) are set out on the Supplier's website at https://trumpf.com/en_GB/meta/terms-and-conditions/:
- o **Remote:** Telephone, Internet connection to machine support and Technical Guides (Via the Service App).
 - o **Maintenance:** Remote, Maintenance visit/s.
 - o **Performance:** Repair, maintenance & parts cover.
 - o **Hourly invoiced work:** Diagnosis, repair, maintenance, application support.
 - o **Software Support:** Licence, updates, remote support.
- (y) **Service Start Date:** the start date for providing the Services under the Contract, as set out in the Quotation or as otherwise agreed between the parties in writing.
- (z) **Service Visit:** an on-site visit by the Supplier's engineer to provide diagnostic work or repairs.
- (aa) **Shared Personal Data:** any personal data to be shared between the parties in connection with the Contract, which may include identity and contact details of Representatives of the parties involved in the performance or receipt of Services and/or the management of the Contract;
- (bb) **Software:** software that has been supplied to the Customer by the Supplier under a licence and which is the subject of a Contract.
- (cc) **Specification:** the specification for the Services as set out at the end of these Conditions.
- (dd) **Supplier:** TRUMPF Limited registered in England and Wales with company number 01160907.
- (ee) **Telephone Support:** telephone support from the Supplier's engineers for Machines and Software.
- (ff) **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
- (gg) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 1.2 **Construction.** In these Conditions, the following rules apply:
- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (b) a reference to a party includes its personal representatives, successors or permitted assigns;
 - (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and



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- (e) a reference to **writing** or **written** includes faxes and e-mails.
- (f) a reference to a **clause** refers to the relevant clause of these Conditions.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 A purchase order by a Customer constitutes an offer by the Customer to purchase Services and (if applicable) goods in accordance with the Quotation and these Conditions.
- 2.3 An order shall only be deemed to be accepted when the Supplier issues a written order acceptance (this may be sent by email) at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5 Any descriptions of the Services and / or goods issued by the Supplier or contained in the Supplier's brochures are published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 Any Quotation shall not constitute an offer and is only valid for the period shown in the Quotation, starting from its date of issue.
- 2.7 In the event of any conflict or inconsistency between the documents which together comprise the Contract, the following descending order of priority shall apply:
 - (a) the Supplier's order acceptance;
 - (b) these Conditions;
 - (c) the Specification;
 - (d) the DUA;
 - (e) any written agreement made between the parties into which these Conditions are incorporated; and
 - (f) the Quotation.

3. TERM AND RENEWAL

- 3.1 The Contract will start on the Commencement Date and shall continue unless and until it

expires or is terminated in accordance with the terms of the Contract (the **Contract Period**).

- 3.2 Subject to the terms of the Contract, the Services shall be supplied from the Service Start Date until the end of the Contract Period.
- 3.3 Unless it is extended under clause 3.4, the Contract shall expire and terminate automatically and without any requirement for notice on the last day of the Initial Contract Period.
- 3.4 The Supplier and the Customer may, if they both so agree in writing, extend the Contract Period for one or more additional period(s) of 12 months, in which case, in the absence of further extension agreed between the parties and subject to earlier termination under the terms of the Contract (including in accordance with clause 17), the Contract Period shall expire and terminate on the relevant anniversary of the Service Start Date to which the parties agreed the Contract Period would be extended.

4. SUPPLY OF SERVICES

- 4.1 The Supplier offers support, maintenance and repair Services comprised in the following service offerings **Remote, Maintenance, Performance, Hourly invoiced** and/or **Software Support**, all as described in the Specification. The Quotation shall set out the particular Services and any selected Options that the Supplier has agreed to supply to the Customer under the Contract.
- 4.2 The Supplier shall supply the Services to the Customer in accordance with the part of the Specification applicable to those Services in all material respects.
- 4.3 The Supplier shall use reasonable endeavours to meet the following obligations:
 - (a) **Remote Support** for Machines shall be available via the Supplier's service application on Business Days and Saturday mornings (other than Saturdays falling on a public holiday or in the period between Boxing Day and New Year's day), between the hours of 8.00am and 5.30pm on Mondays to Thursdays and between 8.00am to 5.00pm on Fridays and between 8.00am and midday on Saturdays;
 - (b) **Software Support** shall be available on Business Days, between the hours of 8.30am and 5.30pm on Mondays to Thursdays and between 8.00am and 4.00pm on Fridays
 - (c) where the Services include Service Visits, the Supplier's engineer will endeavour to attend the Customer's premises within a reasonable period (normally within 24 normal working



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hours of the Supplier on Business Days) of the Supplier being notified that there is a fault which requires a Service Visit, having regard to the priority level the Supplier allocates (at its discretion) to the fault.

- 4.4 Any response times (including as set out in clause 4.3), rectification times and other timescales for the provision of goods and/or Services given by the Supplier to the Customer are estimates only and time shall not be of the essence of the Contract or the performance of the Supplier's obligations under it. Without limiting the generality of the preceding sentence, the Supplier will not be liable for any delay in providing the Services caused by any unavailability or delayed availability of parts from the relevant supplier or shipping delays.
- 4.5 Subject to the Customer complying with its obligations under clause 5.1(c), where a fault is reported in relation to a Machine or Software, the Supplier will use reasonable endeavours to identify and rectify the fault by providing Telephone Support or Remote Support.
- 4.6 Remote Support for Machines shall be provided by the Supplier's engineer connecting remotely with the Machine via a remote viewer or Network TelePresence to provide remote, online diagnostics. This is only available where the Machine control has been fitted with an integral modem or Mguard network card and is conditional on the Customer maintaining and giving the Supplier the necessary access to its telephone line and internal network and complying with its obligations under clause 5.1(c).
- 4.7 Maintenance Visits and Service Visits shall be provided on Business Days only. If the Customer requests the Supplier's engineer to work for a period longer than eight hours, such work will be deemed to be an Additional Service and chargeable in addition by the Supplier in accordance with clause 7.3 at the Supplier's overtime rate.
- 4.8 The work carried out on Maintenance Visits shall be in accordance with the Supplier's applicable maintenance checklist for the relevant Machine. Any work that is required or requested by the Customer which is outside the scope of this checklist shall be treated as an Additional Service and chargeable in addition by the Supplier in accordance with clause 7.3.
- 4.9 The Supplier will contact the Customer in advance of any Maintenance Visit to arrange the date of such visit.
- 4.10 A Service Visit consists of the time that is necessary to diagnose and/or rectify a specified fault (subject to clause 4.12). Any follow up visit to deal with the same fault must be within one month of a Service Visit in relation to the same fault otherwise it will be deemed by the Supplier to be a new Service Visit.
- 4.11 The following items shall be included in the Services, depending upon contract level purchased
- (a) **Remote Support** includes the engineer's provision of telephone support and remote diagnostic services;
 - (b) **Maintenance** includes the services referred to in paragraph (a) above, together with all travel, accommodation and subsistence expenses (except for any international travel outside of England, Scotland and Wales, for which the Customer would be liable to reimburse the Supplier) for the Supplier's engineer to perform Maintenance. Unless the Customer has selected the Option of including "Flat Rate Labour", no repairs are included under a Maintenance Contract;
 - (c) **Performance** includes all the services and expenses referred to in paragraphs (a) and (b) above, together with the provision of repairs and Service Visits by an engineer and, if required for a repair, the provision of TRUMPF spare parts, excluding wearing parts and consumables. For the avoidance of doubt, labour included within Performance is limited to Maintenance Visits and Service Visits. Any other labour (such as for installation or enhancements) is excluded and, if requested by the Customer such labour will be deemed to be an Additional Service and chargeable in addition by the Supplier in accordance with clause 7.3;
- 4.12 The Supplier shall supply the Services subject to the Supplier's maximum usage limits set out below and any Services requested by the Customer above these limits shall be chargeable as an Additional Service under clause 7.2. If the Customer exceeds the usage limit for a Performance Contract or a Maintenance Contract for which the Customer has selected the Option of including "Flat Rate Labour" repairs, the Supplier may (on notice to the Customer) downgrade the Services to a Maintenance level of Services (without Flat Rate Labour repairs included) with effect from any agreed renewal of the Contract (beyond the then applicable Contract Period):



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- 5.
- (a) **Remote Support:** shall be provided up to a maximum duration of 2 hours per telephone case or 4 hours for remote online diagnostics;
 - (b) **Remote Support:** shall be provided up to a maximum total of 20 hours per calendar quarter per Contract;
 - (c) **Performance; or Maintenance for which the Customer has taken the Option to include Flat Rate Labour repairs:** Service Visits shall be provided up to a maximum 80 working hours for each Machine per Contract Period. Any time spent in excess of 80 hours would be charged for in addition as Additional Services.
- 5.2 The usage limits set out in clause 4.12 may be varied by the written agreement of both the Supplier and the Customer.
- 5.3 **Hourly invoiced,** Service Visits shall include an estimate of the likely time spend and cost, but the Customer shall be responsible for paying for the actual time spend and the final invoice supersedes the estimate, unless the Supplier agrees otherwise in writing.
- 5.4 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 5.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.6 The Supplier shall have no obligation to provide Services in connection with faults or issues which arise from any:
- (a) misuse, failure to follow the Supplier's oral or written instructions as to use (including failure to follow the Supplier's preventative maintenance recommendations), or wilful or accidental damage to, the Machine or Software by the Customer or any of its employees, agents or contractors;
 - (b) use of the Machine or Software in combination with any equipment or software which has not been provided or designated by the Supplier as being suitable; or
 - (c) any alteration, repair or modification of the Machine or Software which has not been carried out or authorised by the Supplier, and any repairs which the Supplier agrees to carry out in connection with faults or issues falling within clauses 4.17(a)(c) above shall be chargeable as Additional Services under clause 7.3.
- 5.7 The Supplier shall have no obligation to provide technical assistance to the Customer for issues which relate to the normal operating procedure of a Machine (where instructions how to resolve this issue have already been communicated to the Customer or are contained within the operating manual or instructions for the Machine, including technical guides made available via the Supplier's service application) or issues which the Customer should reasonably be expected to know how to resolve itself.
- 5.8 All work to be carried out under this Contract must be performed by the Supplier or its authorised representative. The Customer is not entitled to arrange for any third party to carry out any work which is the subject of the Services and invoice the Supplier for such work.
- ## 6. CUSTOMER'S OBLIGATIONS
- 6.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services and any Additional Services and follow any recommendations made by the Supplier in relation to repairs or maintenance that need to be undertaken to any Machine, including recommendations given on the Supplier's activity report (service report) and/or preventative maintenance check sheet for a Machine;
 - (b) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services and any Additional Services;
 - (c) for **Remote Support**, provide and maintain a direct ethernet or other data connection or other suitable remote access to the control of the relevant Machine or to the equipment on which the Software is being used to allow the Supplier's engineers to remotely connect to the Machine or Software;
 - (d) provide the Supplier with such information and materials, and access to such of its staff, as the Supplier may reasonably require in order to supply the Services and any Additional Services, and ensure that such information is accurate in all material respects;
 - (e) take into account that any Machine which requires a Maintenance Visit or a Service Visit will not be operable whilst such repairs or maintenance are being carried out;
 - (f) promptly allow the Supplier access to a Machine to make safety update changes recommended by the Supplier;



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- (g) prepare its premises for the supply of the Services and any Additional Services in compliance with all applicable law and regulations regarding health and safety, including ensuring that the Supplier's engineer has safe and unrestricted access to the relevant Machine for the duration of the provision of the relevant Services or Additional Services, and there are no obstructions in the area of the Machine. If the Supplier's engineer is required to work at height (for example, servicing or maintenance of automated storage systems), the Customer will, at its own expense provide a mobile elevated working platform and will at all times comply with the Work at Height Regulations 2005/735. In the event that the Customer does not provide a mobile elevated working platform or does not comply with any aspect of the Working at Height Regulations 2005, the Supplier's engineer shall not provide the relevant Services or Additional Services;
- (h) ensure that any Machine (including the extraction system) requiring repairs or maintenance has been cleaned by the Customer before the Supplier's engineer arrives on site. For the avoidance of doubt, cleaning the Machine does not form part of the Services and is the responsibility of the Customer;
- (i) ensure that any punching Machine requiring maintenance is made available to the Supplier at operating temperature. Operating temperature is reached when the Machine has been operating for one hour under production conditions.
- (j) obtain and maintain all necessary licences, permissions and consents which may be required before the Services start;
- (k) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 6.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services and any Additional Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 6.3 Without prejudice to clause 5.2, if the Customer fails to give the Supplier the required access to its relevant Machine on the date of an arranged visit or if the Customer cancels a Maintenance Visit on less than 2 Business Days' notice the Supplier may decline to provide the relevant maintenance Services and the Customer shall not be entitled to any credit or refund.
- 6.4 If a Machine which is the subject of a Contract for Services ceases to be within the possession and control of the Customer, the Customer shall immediately notify the Supplier in writing and the Supplier may at any time terminate the Contract on notice to the Customer and the Customer shall not be entitled to any credit or refund.
- ### 7. SOFTWARE SUPPORT AND UPDATES
- 7.1 The Customer warrants that it meets the following conditions in order to be eligible for Software Support:
- (a) the Customer possesses a valid licence issued by the Supplier for the Software; and
- (b) the Customer's hardware and software configuration meets the minimum requirements that apply to the Software as detailed in system requirements document (as may be varied from time to time in respect of any latest version or update) or as notified by the Supplier.
- 7.2 If the Services include Software Support, the Supplier shall provide Software Support in accordance with clause 4.
- 7.3 The Supplier will only provide support in relation to the Software and takes no responsibility for any third-party hardware or software or the integrity of the system on which the Customer is using the Software.
- 7.4 The Supplier will use reasonable endeavours to correct errors which are reported by the



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Customer by way of a fix, patch or temporary work around solution or other means at the discretion of the Supplier.

- 7.5 The Supplier may from time to time make Software updates available to the Customer for download by the Customer from the MyTRUMPF customer platform. The Supplier shall make available the necessary installation instructions for each such update, but unless the Supplier agrees otherwise in writing (at its sole discretion) it shall be the Customer's sole responsibility to download and install such updates. Updates may include corrections, improvements or functional upgrades to the Software.
- 7.6 If a Software update requires any changes to the Customer's hardware and/or software configuration, it will be the responsibility of the Customer to make such changes and purchase any necessary software or hardware items.
- 7.7 The Customer is responsible for installation of updates in accordance with any installation instructions supplied. If the Customer fails to install any update within 1 month of the Supplier making it available to the Customer, the Supplier may terminate this Contract in accordance with clause 17.4.
- 7.8 For the avoidance of doubt, Software Support agreements do not include any site visits or labour charges which, if requested by the Customer, would be charged for by the Supplier as Additional Services.
- 7.9 For the continuous improvement of the Supplier's products and services as well as for the optimization of the Supplier's (or its Affiliates') product portfolio, in connection with any remote, digital and/or "SMART" Services, usage data (e.g., error logs, operating sequences, etc.) will be transmitted to the Supplier and/or its Affiliates. No personal data will be transferred. The transfer of such data to the Supplier and/or its Affiliates is made under the terms of the Supplier group's standard form Data Usage Agreement (**DUA**), a copy of which is available under the link: www.trumpf.com/s/TcadLT. The DUA shall form part of the Contract.

8. CHARGES AND PAYMENT

- 8.1 The Charges for the Services and/or goods shall be as set out in the Quotation or as notified by the Supplier to the Customer under clause 7.4.
- 8.2 For Customers based outside of England, Scotland and Wales, the Charges do not include any costs of travel (which may include the costs of flights, car hire and taxis), hotels or subsistence which are incurred by the Supplier's engineer in providing the Services. Such costs shall additionally be payable by the Customer and the Supplier may invoice the Customer for such costs in accordance with clause 7.9.
- 8.3 The Supplier's charges for the provision of any Additional Services shall be calculated on a time and materials basis as follows:
- the charges for any Additional Services shall be calculated in accordance with the Supplier's standard daily fee rates which the Supplier shall notify to the Customer on request;
 - the Supplier's standard hourly fee rates are calculated on the basis that the work is carried out during Business Days;
 - the Supplier shall be entitled to charge overtime for any time worked by individuals whom it engages on Additional Services outside the hours referred to in clause 7.3(b); and
 - the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Additional Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Additional Services, and for the cost of any spare parts and consumables.
- 8.4 For any contract longer than 12 months in duration (including any extension to the initial Contract Period agreed between the parties under clause 3.4), the Supplier reserves the right to increase the Charges by the corresponding movement in the prevailing rate of CPI, provided that such charges will not be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any increase a minimum of 30 days before such increase takes effect.
- 8.5 In addition to its rights under clause 7.4, the Supplier may increase its hourly rate charges applicable to Service Visits or for any Hourly Rate services at any time by giving the Customer notice.
- 8.6 The Customer shall pay the Charges for Services (excluding Charges for Training Services or Hourly Rate Services) annually in advance or in monthly instalments as agreed between the Supplier and the Customer and if monthly instalments are agreed then the Customer shall settle the Charges by direct debit. The Supplier may invoice the Customer in advance for all Charges other than those



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calculated on an Hourly Rates basis, for which the Supplier may invoice at any time after the relevant Services have been provided. The Supplier may invoice the Customer for any supplies of goods (such as parts or tools) at any time after accepting the Customer's order.

8.7 Unless agreed otherwise by the Supplier in the relevant Quotation, the Customer shall pay each invoice within 30 days of the date of the invoice in full and cleared funds to a bank account nominated in writing by the Supplier.

8.8 Unless otherwise agreed in the Quotation (specifically referencing the payment terms for the Automation Enhancement(s)) and notwithstanding any other inconsistent term of the Contract, if the Supplier agrees to supply any Automation Enhancement(s) to the Customer, special payment terms apply as follows:

- (a) a deposit equal to 10% of the relevant Charges will be payable within 7 days of the Supplier's invoice (to be issued at or shortly after the Customer's order) and in any event before production of the Automation Enhancement will begin;
- (b) 85% of the relevant Charges will be payable no later than 14 days before complete shipment of the relevant goods; and
- (c) 5% will be payable no later than 30 days after shipment.

8.9 The Supplier shall invoice the Customer for all other amounts which are or may become payable under the Contract and the Customer shall pay any such invoice within 30 days of the date of the invoice in full and cleared funds to a bank account nominated in writing by the Supplier.

8.10 Time for payment shall be of the essence of the Contract.

8.11 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services. Where the parties have agreed that the Customer can pay Charges for Services in instalments, all the VAT chargeable for each 12 month Services period shall be payable with the first instalment for that 12 month period, which the Customer authorises the Supplier to take payment of by direct debit.

8.12 If the Customer fails to make any payment due to the Supplier under the Contract by its due date, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.13 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

9. MACHINE INSPECTION

9.1 If a Customer wishes to enter into a Contract after the expiry of the warranty period of any Machine, the Supplier has the right to require that an engineer of the Supplier inspects the Machine before the Contract comes into existence.

9.2 In the event that the Contract terminates for any reason and the Customer subsequently wishes to:

- (a) renew the Contract with the prior agreement of the Supplier; or
- (b) enter into a new Contract in relation to a Machine that was previously the subject of a Contract,

the Supplier reserves the right to require that an engineer of the Supplier inspects the Machine before a new Contract comes into existence.

9.3 The Supplier shall be entitled to invoice the Customer for any inspection under clause 8.1 or 8.2 at its standard rates in accordance with clause 7.9.

10. REPAIRS

10.1 If, following an inspection under clause 8.1 or 8.2, the Supplier's engineer is of the opinion that repairs need to be undertaken to a Machine, the Supplier will notify the Customer of the repairs that are necessary. The Supplier will not accept a Contract for that Machine until the Customer has authorised the Supplier to carry out such repairs and agreed to pay for the repairs together with any necessary spare parts at the Supplier's standard rates.

10.2 If, following any Maintenance Visit or Service Visit, the Supplier's engineer is of the opinion that repairs need to be undertaken to a Machine, the Supplier will notify the Customer of the repairs that are necessary. The



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Customer shall authorise the Supplier to carry out such repairs and agrees to pay for the repairs and any necessary spare parts as Additional Charges, except for repairs and parts included under a Performance Contract or under a Maintenance Contract for which the Customer has selected the Option to include Flat Rate Labour. If the Customer does not authorise and agree to pay for such repairs, the Supplier shall be entitled to terminate the Contract in accordance with clause 17.4.

10.3 Except to the extent included under a Performance Contract or under a Maintenance Contract for which the Customer has selected the Option to include Flat Rate Labour, the Supplier shall be entitled to invoice the Customer for any repairs carried out under clauses 9.1 or 9.2 at its standard rates in accordance with clause 7.9.

11. SPARE PARTS

11.1 Other than for **Performance** Contracts, the Services do not include the supply of any spare or replacement parts which are necessary to repair a Machine which is the subject of a Contract. All necessary spare parts shall be purchased from the Supplier and the Supplier shall invoice the Customer for such spare parts in accordance with clause 7.9.

11.2 The Supplier shall invoice the Customer for any supplies of goods made under the Contract, including spare parts (other than spare parts included under a **Performance** Contract), consumables, wearing parts, enhancements and tooling, at its standard prices less any discount to which the Customer is entitled. The Specification and/or the Quotation for the Services shall state any discount on spare parts to which the Customer is entitled and in the case of any inconsistency between them the Quotation takes priority.

11.3 The Supplier shall provide to the Customer a warranty (in accordance with the corresponding parts warranty set out in the most up-to-date version from time to time of the TRUMPF Ltd. **Terms and conditions for the supply of goods**, details of which can be found at https://trumpf.com/en_GB/meta/terms-and-conditions/) on any spare parts supplied under a Contract, provided that the spare parts warranty only applies to spare parts which are fitted by the Supplier or its authorised sub-contractor.

11.4 Unless otherwise agreed in the Quotation, spare parts shall be supplied DAP (Incoterms 2020), customs cleared, to the location agreed between the Supplier and the Customer.

11.5 Any dates quoted for delivery of any spare parts or any other goods to be supplied under the Contract are approximate only, and the time of delivery is not of the essence.

11.6 Any return of goods supplied under a Contract shall be subject to the Supplier's returns policy, details of which can be found on its website: https://trumpf.com/en_GB/meta/terms-and-conditions/

12. THIRD PARTY EQUIPMENT – PERFORMANCE ONLY

12.1 Where a Machine which is covered by a Performance level of Contract includes a component which has been manufactured by a third party, subject to clause 11.3, the Services will extend to such third-party components but only for a period of up to 5 years from the date of the original installation of the Machine (and not thereafter).

12.2 If there is a fault in such a third-party component in a Machine covered by a Performance Contract, provided the fault arose during the period of 5 years starting with the date on which the Machine was originally installed, the Supplier may arrange (at its own cost) for the fault to be rectified by an engineer from that third party. For the avoidance of doubt, the Supplier shall have no obligation or liability for faults in third party components arising after the expiry of that 5 year period.

12.3 For third party manufactured equipment (such as STOPA Towers or chiller cabinets, conveyors or extraction units) supplied by the Supplier as part of a wider Machine solution, except during the warranty period for that solution or in the case of a **Performance** level Services Contract, the Supplier will only offer Remote Services for that equipment and will not provide full maintenance for it.

13. TRAINING SERVICES

13.1 The provisions of this clause 12 shall apply to any training Services agreed by the Supplier to be supplied under the Contract.

13.2 All Customer requests for cancellations and/or transfers must be made in writing.

13.3 Unless the Supplier considers (at its sole discretion) that there are sufficiently (in the Supplier's opinion) extenuating circumstances affecting the Customer's participant, the appropriate cancellation charge will apply based on the cost of the Customer's booking, as shown in the table below:

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Calendar days' notice before the initial training start date	Applicable refund
30 days or more	Full refund (no cancellation charge)
Between 15 and 29 days	50% refund minus £20 administration fee (50% cancellation charge, plus the admin fee)
Between 1 and 14 days	No refund (100% cancellation charge)
Failure to attend	No refund (100% cancellation charge)

13.4 Accommodation and travel are not included in the Charges and are the responsibility of the Customer's participant.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in or arising out of or in connection with the provision of the Services and any Additional Services (including any and all Software updates) shall be owned by the Supplier or its licensors.

14.2 All Supplier Materials shall be and shall at all times remain the exclusive property of the Supplier.

15. CONFIDENTIALITY

The Customer undertakes that it shall treat as confidential and not, other than in the proper performance of its duties under this Contract, use or disclose to any person any Confidential Information belonging to the Supplier. **Confidential Information** shall include all technical or commercial know-how, specifications, inventions, processes and initiatives and all other confidential information including relating to the Supplier's business, customers, suppliers, products and services which has been disclosed to the Customer by the Supplier or its employees or agents.

16. DATA PROTECTION

16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. Without limiting the generality of the foregoing, if any personal data is to be shared between the parties each party shall:

- (a) process the other party's Shared Personal Data only for the Purpose or on the written instructions of the other party;
- (b) not disclose or allow access to the Shared Personal Data to anyone other than its Representatives;
- (c) ensure that all Representatives to whom it discloses Shared Personal Data are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Conditions;
- (d) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party where practicable, to protect against unauthorised or unlawful processing of any of the Shared Personal Data and against accidental loss or destruction of, or damage to, any of the Shared Personal Data;
- (e) not transfer any of the Shared Personal Data received from the other party outside the UK (other than to the EEA) or the EEA (other than to the UK) unless the transferor:
 - (i) complies with the provisions of Articles 26 of UK GDPR or, as applicable, EU GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that:
 - (A) the transfer is to a country approved by the UK or, as applicable European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
 - (B) there are appropriate safeguards in place pursuant to Article 46 of UK GDPR or, as applicable, EU GDPR; or
 - (C) binding corporate rules are in place; or
 - (D) one of the derogations for specific situations in Article 49 of UK GDPR or, as applicable, EU GDPR applies to the transfer;
- (f) assist the other party, at the cost of the other party, in ensuring compliance with its obligations under the applicable Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (g) promptly inform the other party about the receipt of any data subject access request;



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- (h) provide the other party with reasonable assistance in complying with any data subject access request;
- (i) notify the other party without undue delay on becoming aware of any breach of applicable Data Protection Legislation in relation to Shared Personal Data;
- (j) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data; and
- (k) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.
- 16.2 This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- ### 17. LIMITATION OF LIABILITY
- 17.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) any matter in respect of which it would be unlawful for that party to exclude or restrict its liability.
- 17.2 Subject to clause 16.1:
- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- (i) loss of profit;
- (ii) loss of contract or goodwill;
- (iii) loss of use of any equipment or process;
- (iv) loss of production;
- (v) loss of data;
- (vi) loss of settings (e.g., a return to factory settings) arising from a machine control software update; or
- (vii) indirect, economic or special or consequential loss,
- in each case arising under or in connection with the Contract however arising and of whatever nature;
- (b) the Supplier's liability in respect of any goods supplied by it (including any parts or components thereof) which are defective is limited to its obligation to repair or replace the same (in accordance with the corresponding parts warranty set out in the most up-to-date version from time to time of the TRUMPF Ltd. **Terms and conditions for the supply of goods**, details of which can be found at https://trumpf.com/en_GB/meta/terms-and-conditions/); and
- (c) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 130% of the total amount paid by the Customer in the most recent Contract Period.
- 17.3 The terms implied by sections 13 to 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 17.4 The Customer shall indemnify the Supplier and its relevant servants and agents for any loss or damage caused to them while performing any services on the Customer's premises save where such loss or damage is directly caused by the act or omission of the Supplier or its servants or agents.
- 17.5 This clause 16 shall survive termination of the Contract howsoever arising.
- ### 18. TERMINATION
- 18.1 If, notwithstanding the provisions of clause 3, the parties agree that a Contract shall automatically continue (unless and until terminated by a party under the terms of the Contract) after the expiry of its Initial Contract Period and/or after the expiry of any subsequent renewal period, without limiting its other rights or remedies, either party may terminate that Contract, with effect from the end of the Initial Contract Period or, as applicable, with effect from the end of the then current renewal period, by giving the other party at least 1 month's prior written notice.
- 18.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer:
- (a) if the Customer ceases to carry on its business, disposes of all or a substantial part of its business, becomes insolvent, has a receiver, liquidator, administrative receiver or similar officer appointed over its assets; or



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(b) on the commencement of the winding up (other than for the purpose of a bona fide reconstruction or reorganisation whilst solvent), administration, formal arrangement with creditors or any analogous procedure of the Customer in any jurisdiction.

18.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 20 Business Days after being notified in writing to do so.

18.4 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to comply with its obligations under clauses 6.7 or 9.2.

18.5 Without limiting its other rights or remedies, the Supplier may suspend the provision of the Services and the supply of any goods under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer becomes subject to any of the events listed in clause 17.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them; or
- (b) if the Customer fails to pay any amount due under this Contract on the due date for payment.

19. CONSEQUENCES OF TERMINATION

19.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any spare parts or other materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses which expressly or by implication survive termination shall continue in full force and effect.

19.2 If the Supplier suspends performing, and/or terminates, the Contract before the end of the Contract Period under any of clauses 17.2 to 17.5 (inclusive), the Customer shall not be entitled to any credit or refund of any prepaid Charges.

20. FORCE MAJEURE

20.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic or pandemic, or default of suppliers or subcontractors.

20.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

21. GENERAL

21.1 **Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

21.2 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.2(a); if sent by pre-paid first class



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post or other next working day delivery service, at 9am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, at 9am on the next Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21.3 Severance.

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- (b) If any provision or part-provision of this Contract is held invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

21.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

21.7 Variation.

- (a) The Supplier reserves the right to amend these Conditions at any time by giving written notice to the Customer.
- (b) These Conditions may not otherwise be amended except with the written agreement of the Supplier.

21.8 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

21.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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SCHEDULE - SPECIFICATION OF SERVICES

	Remote Contract	Maintenance Contract	Performance Contract	Software Contract
Telephone support	Included	Included	Included	Included
Remote diagnostic support	Included	Included	Included	Included
Technical Guides	Included	Included	Included	x
Maintenance Visits	x	Included	Included	x
Parts Discount: Spare Parts, Long Life wear parts and consumables only	x	x	x	x
Service Discount: Discounted hourly rate and travel time	x	x	x	x
On-site flat rate labour	x	x	Included	x
Service Parts (Spare parts): Cost of Spare parts included (excludes Long life wear parts and consumables)	x	x	Included	x
Software Updates: Via MyTRUMPF download centre	x	x	x	Included

¹ Performance service agreements are not available on machines over 5 years old.

² Software Support includes upgrades to the Software as available and accessed via the TRUMPF customer portal.

³ Remote diagnostic support for machines is only available where the control has been fitted with an integral modem or MGuard network card.

⁴ The Supplier is not obliged to offer support for any Machine over 10 years old on any Service contract level. If the Supplier agrees to supply Services for a Machine more than 10 years old it will only offer the Service contract level it deems fit for the Machine type and condition, with consideration of the Supplier's ability to support the Machine. The Supplier will have no obligation to supply Services of any kind for any Machines that are older than 15 years from date of last Machine of that model type off the production line.



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SERVICES - OPTIONS MATRIX

	Remote Contract: Hotline, Remote support, Technical Guides	Maintenance Contract: Service agreement Remote plus Maintenance	Performance Contract: Remote & Maintenance plus "On-site flat rate labour" and Service Parts	
Options for Maintenance services		Team maintenance: Maintenance carried out by 2 maintenance technicians		
		Saturday Maintenance (LT only)		
		Service technician maintenance (MT only): Service technician instead of maintenance technician		
Options for support in service cases		Service Discount: Discounted hourly rate and travel time		
		On-site flat rate: Flat rate labour and travel time		
		Visual Assistant: Video telephony in case of issues (MT Only)		
		Remote 24/7 Hotline: Out of hours support (LT Only)		
		Remote Extension Hotline: Out of hours support (MT Only)		
Options for Parts		Parts Discount: Spare Parts, Long Life parts and consumables only		
Options for SMART services	SMART View Services: Condition data visualisation customer dashboard (LT Only)			
	Condition Monitoring: Machine data analysis for anomalies, Pro-active contact and recommendations via phone/service app or technician			
	Industry 4.0 Start Package: Condition data visualisation customer dashboard and Condition monitoring (LT Only)			