



General conditions for remote maintenance

1. Scope

1.1 The following Conditions for Remote Maintenance (hereafter referred to as "Conditions") are terms and conditions of Nagel Maschinen- und Werkzeugfabrik GmbH, located at Oberboihinger Str. 60, D-72622 Nürtingen (hereafter referred to as "Supplier"). The following Conditions apply to all quotations and agreements provided by the Supplier through the hotline service, teleservice or remote maintenance services (referred to in the following as "Services").

2. General scope of validity

2.1 The following Conditions are the sole governing agreement. Any contrary or differing conditions from the Purchaser will not be accepted unless the Supplier agrees to them in writing. These Conditions also apply when the Supplier performs a service without reservations for the Purchaser despite being aware of contradictions between these Remote Conditions and those of the Purchaser.

2.2 These Conditions also apply to any future service agreements with the same Purchaser, without the need for the Supplier to refer to them in each specific case. The Supplier agrees to inform the Purchaser of any changes to these Conditions with sufficient notice.

2.3 Any individual agreements made in writing with the Purchaser in specific cases precede these General Remote Maintenance Conditions.

3. Purchaser's duties to cooperate

3.1 The Purchaser is responsible for furnishing and maintaining the technical equipment specified for performing services and the required communication connections at their own expense. This includes ensuring that everything functions appropriately unless the Supplier has agreed to provide the connection in specific cases (such as through a modem stick). If there is an ongoing disruption in the transmission of data that affects the Suppliers's ability to perform their services correctly, the Purchaser must promptly notify the Supplier in writing.

3.2 If the Purchaser makes any changes to the technical environment in any way that differs from the initial conditions shared with or agreed upon with the Supplier, and if these modifications could affect the services agreed upon, then the Supplier must be informed in writing well in advance. Moreover, the Supplier must give approval for such changes before the services are provided. In particular, this applies, however not exclusively, to controller hardware/software modifications, changes in use, changes in the machine environment, configuration changes, and conversions made by customer or third parties.

3.3 The Purchaser is required to follow the instructions provided by the Supplier for detecting, localising, reporting, and describing errors. The Purchaser must provide specialised trained personnel for this purpose. If required for identifying and clearing errors, the Purchaser agrees to promptly provide the Supplier with further information and documents upon their request.

3.4 The Purchaser undertakes to provide the Supplier with all necessary information in connection with the performance of the service. Furthermore, the Purchaser agrees to actively accompany and support the Supplier during error diagnostics and troubleshooting within the scope of the remote maintenance. Unless otherwise agreed, the Purchaser, represented by a specially trained and authorised employee, agrees to remain in the near proximity of the machine throughout the maintenance process and maintain constant communication with the Supplier.



3.5 In the context of rendering of services, the Purchaser is responsible for ensuring the security of their own data. Therefore, in their interest, the Purchaser performs a data backup of the control configuration, production data, and other relevant data immediately before and after the services have been completed.

4. Safety-related duties of the Purchaser

4.1 The Purchaser is required to follow the operating instructions and operating manual for the system for which the services are provided. Additionally, it is necessary to comply with national and international laws, as well as (industry) standards and directives.

4.2 In instances where the services may pose a risk to persons and property, the Supplier will request the Purchaser, before rendering the services, to provide written feedback to the Supplier confirming that the intended measures can be performed without risk. The Supplier will not perform the services until such feedback is provided.

4.3 In any case, the Purchaser agrees to provide reliable protection against personal injury and property damage in conjunction with the performance of the services. In particular, the Purchaser undertakes to implement appropriate barriers, safety equipment, and warning notices to ensure that no persons are endangered in any form or stage at their site in connection with the performance of the service on their site.

5. Service, service performance period, service delay

5.1 If the Supplier is unable to perform a service or cannot complete the service due to telecommunication measures, the Supplier will notify the Purchaser. At the request of the Purchaser, the Supplier agrees to provide alternative servicing and repair measures; a separate agreement will be concluded in such cases unless such instances are accounted for in the original agreement.

5.2 If the Supplier is unable to render the service within the performance period due to events beyond their control, such as pandemics or labour disputes, the performance period will be extended. This also applies if the delay is caused by force majeure or sovereign measures. The Supplier will promptly inform the Purchaser about the beginning and end of such circumstances. This provision will also apply if such incidents arise at suppliers or subcontractors of the Supplier.

5.3 In the event that the Supplier fails to meet their duties, the Purchaser may terminate the contract only if they have granted the Supplier an appropriate grace period. If it has been established that the Purchaser has incurred a loss due to a delay on the part of the Supplier, the Purchaser is entitled to assert a claim for damages only for the cost of the service that was not performed on schedule. The provisions of Clause 7 below apply to any further claims of the Purchaser.

6. Warranty

6.1 The Supplier agrees to perform the services as per the respective agreements and in compliance with the recognised rules of technology. The Supplier is liable for failure to provide adequate service, excluding all other claims made by the Purchaser, irrespective of Clause 6.5 and Clause 7, to the extent that the Supplier is required at their discretion to remedy any insufficiencies or provide the service again. The Purchaser will notify the Supplier immediately in writing of any defects identified. The Purchaser's warranty claims will expire after 12 months from the date of service or, if accepted, from the date of acceptance of the service.



6.2 A warranty liability as per Clause 6.1 will not apply if the inadequate service is deemed insignificant to the Purchaser's interests or is a result of a circumstance for which the Purchaser is responsible. The latter will apply particularly with respect to parts provided by the Purchaser.

6.3 The Supplier is not liable for consequences arising due to any improper modifications made by the Purchaser or third parties to the respective system or machine without the Supplier's prior consent.

6.4 If the attempts to rectify insufficiencies fail, the Purchaser is entitled, at their discretion, to a reduction in the price or revoke the agreement.

6.5 Any further claims will be determined solely in accordance with Clause 7 of these Conditions.

6.6 The Supplier provides each of the specific services agreed upon with the Purchaser. Agreeing to our services does not guarantee the diagnosis and repair of all existing damage and defects, nor does it guarantee the proper functioning of the machine or system.

7. Other liability of the Supplier

The Supplier will be liable for damages, regardless of the legal grounds, only in the event of

- intentional breach of duty by the Supplier,
- a gross negligent breach of duty by the Supplier or in the event of an intentional or gross negligent breach of duty by one of their legal representatives or vicarious agents,
- loss of life, bodily harm or impairment of health due to a negligent breach of duty by the Supplier or an intentional or negligent breach of duty by one of their legal representatives or vicarious agents,
- culpable breach of essential contractual duties, inasmuch as the fulfillment of the purpose of the contract is jeopardised, with respect to damage that is foreseeable and typical of such agreements.
- or cases in which, under the Product Liability Act, in case of defects in the delivery item a liability exists for personal injury or material damage to items normally intended for private use or consumption and mainly used for this purpose by the injured party, or
- defects which were maliciously concealed, or their absence was guaranteed by the Supplier.

Any further claims for damages are otherwise excluded.

8. Confidentiality and data security

8.1 The Supplier agrees to adhere to all applicable statutory regulations, specifically the General Data Protection Regulation (DSGVO), in regards to the personal information of the Purchaser and their personnel. The Supplier collects, stores, processes, and uses the Purchaser's personal data only as necessary to establish, perform, or terminate an agreement. The customer's data will only be collected, stored, processed, and used further if it is required or permitted by law or if the customer has consented.

8.2 In the scope of providing services, the Supplier collects non-personal data from machines. This data are usage-independent data, which includes licensing data and software series status, and usage-dependent data, which covers operating status, maintenance data, and diagnostics data. The data may include confidential information of the Purchaser, for example, geometries, NC programs, or other Supplier-specific data. The Purchaser grants the Supplier a non-exclusive, non-sublicensable, irrevocable right to use the data in accordance with the following provisions. Provided the data do not include any



confidential information of the Purchaser, the Supplier is entitled to process and store such data for the purpose of providing the services and for general product development and improvement and market analysis. Confidential information of the Purchaser may be used solely for the purposes of providing the service. The Purchaser's confidential information may only be utilised for other purposes if they have explicitly given consent for such use.

8.3 The contractual partners agree to take reasonable precautions in accordance with the respective state-of-the-art technology to protect the software of the other contractual partner from viruses and malicious software. Any anti-virus programs of the Purchaser must be coordinated with the Supplier to avoid any faults during remote services and ensure the proper functioning of the machine/system. In the event that malicious software (viruses, spyware, etc.) is detected at one of the contractual partners, which may impair the remote service or be transferred to systems of the other contractual partner, the other contractual partner must be notified immediately in writing. Upon request, the other contractual partner must also confirm that, to the best of their knowledge, any impairment due to malicious software no longer exists or has been eliminated.

9. Statute of limitation

Any claims made by the Purchaser, regardless of the legal grounds, will expire in 12 months from the date of service or, if accepted, from the date of acceptance of the service. However, the statutory limits apply to claims for damages pursuant to Clause 7 of these Conditions.

10. Applicable law, place of jurisdiction

10.1 These Conditions for Remote Maintenance and the agreements entered into between the Purchaser and Supplier with respect to services as defined in these Conditions for Remote Maintenance are subject to the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10.3 If the Purchaser is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any disputes resulting directly or indirectly from the contractual relationship is the registered office of the Supplier. However, the Supplier is also entitled to file a legal action at the Purchaser's general place of jurisdiction.