

ENGEL e-factory.support General terms for remote maintenance

1. Validity

The Customer has commissioned us with the granting of a software licence "e-factory.support". These terms are an integral part of the contract and regulate the content and scope of the remote maintenance enabled by this software. However this does not give rise to an obligation to implement remote maintenance; whether and under which conditions a remote maintenance is carried out by us depends primarily on the contract, our sales and delivery terms, any maintenance contract agreed upon and on substantive Austrian legislation. General terms and conditions of business or forms of the Customer shall by no means be accepted or become part of the contract, independent of whether we knew them or not, whether we have contradicted their validity or not and irrespective of whether they are in opposition to these terms or not.

2. Assignment of rights

Upon installation of the software licence "e-factory.support", the Customer enables us to view his data recordings and implement remote maintenance on the machine. In the case where maintenance is necessary, the Customer - or automatically the machine itself by Customer request and with the appropriate programming - will initiate a Service Request and open the data link. With this, the Customer grants us the right, for the duration of the request processing and with read-only rights, to access the data on his PC. The Customer also has the option of providing us with direct access to machine control in order to implement changes. The Customer will issue his agreement by pressing the "OK" button on the machine control.

3. Customer's obligation to cooperate

The Customer is obliged to provide us, in the case where maintenance is required, with all appropriate information and to actively accompany and support us with regard to troubleshooting and error rectification required during the remote maintenance. The Customer must remain by the machine and stay in constant contact with our technical service engineer during the entire maintenance procedure.

The Customer must take all measures necessary to avoid damage that could be caused by the remote maintenance measures (e.g. to the mould). If there is still an unavoidable risk of

damage, the Customer must inform us about this risk before pressing the "OK" button, otherwise we will assume that the maintenance measures can be implemented without risk. If the Customer detects a risk of damage during the maintenance procedure, he must warn us immediately. As the Customer is fully answerable for the behaviour of his employees, he is solely responsible for using appropriately qualified personnel, in the sense of this obligation to cooperate, that we in turn can rely upon fully during the implementation of the remote maintenance.

4. Data validity

Where changes are made (e.g. in parameterisation, procedure sequences, etc.) during remote maintenance and stored in the control system, the machine documentation delivered with the machine may lose its validity and accuracy. Reliable information can and should therefore be obtained only from the data stored in the machine control.

5. Liability

We are only liable for damage - regardless of any cause in law - if the Customer can prove malicious intent or gross culpable negligence. Any liability for financial losses and consequential losses, (e.g. loss of profits, damages due to loss of production or use) is also excluded where legally allowed.

6. Other regulations

These general terms for remote maintenance are subject to Austrian law, excluding the conflict of laws and the Uniform Law on the International Sale of Goods. Customer claims for damage compensation with regard to remote maintenance can only be made against us within the framework of the requirements listed in these terms and solely at the competent court for such matters in Linz, Austria.