

e-Service.24

General terms for Remote Service

1. Validity

The Customer has commissioned us with the provision of remote services. Our terms form an integral part of the purchase order and set out the contents and scope of services to be provided in line with e-Service.24 with respect to Remote Service. 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. Granting of rights

By installing the system which forms the subject of this contract, the Customer enables us to view his data recordings and perform Remote Service on the machine. In the case of a service incident, 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. In this context, the Customer initially grants us the right to access data on his PC for the duration of processing the request (exclusive read access). The Customer has the option of also granting us direct access to machine controls in order to implement changes in that area. Permission in this respect is deemed granted if the Customer presses the "OK Button" on the machine controls.

3. Customer's cooperation obligations

In the case of a service incident, the Customer commits to provide us with all information related to the service incident, and will actively accompany and assist us with error diagnostics and repairs which are performed in line with Remote Service. The Customer will remain at the machine during the entire service process, and maintain continuous contact with our service technician.

The Customer will undertake all measures required to prevent property damages or hazards to personal safety as a result of the Remote Service activity. However, if there is nevertheless a risk of damages or injury, the Customer is required to provide us with information on this risk prior to using the "OK Button", otherwise we will assume that service activities may be performed without risk. In the event the Customer identifies a risk of damage or injury during the service process, he must provide us with prompt warning of the same. Since the

Customer is fully responsible for the behavior of his employees, he is also solely responsible for assigning correspondingly qualified personnel in line with exercising his obligation to cooperate, upon which we fully rely when performing Remote Service activities.

4. Currentness of data

Where changes are made (e.g. in parameterization, procedure sequences, etc.) during Remote Service and stored in the control system, the machine documentation delivered with the machine may lose its validity and accuracy. Therefore, reliable information may and shall only be obtained from the data that is currently stored in the machine controls.

5. Scope of services

In line with e-Service 24, we will provide the following services for each product related period, starting with the activation of the system which at the latest must take place within 6 months of the purchase date:

- Response to Service Requests within 2 hours during local office hours, by the service organization with local responsibility
- Remote service support via an online data connection by experts of the service organization with local responsibility, during local office hours
- Remote service support via an online data connection at the discretion of the service organization with local responsibility, by the experts of our production plans
- Handling of 3 Service Requests per year outside of office hours
- Free servicing of software which we have provided and which is required for the performance of Remote Service

6. Remuneration

The respective product price covers the services listed under Item 5., and the simple, non-transferable right to intended use of the supplied software for Remote Service (including maintenance of same), which shall end with the contract term.

e-Service.24

General terms for Remote Service

7. IT infrastructure

The Customer is responsible for providing and maintaining the IT infrastructure which is required to perform the services under Item 5, and in particular Internet access that corresponds with our system specification. This does not include responsibility for hardware and software components which we have supplied.

8. Liability

We are only liable for damages - regardless of the legal cause - that are the result of verified intentional or grossly negligent action. Liability for financial losses (including lost profits, damages due to loss of production or use, and other indirect damages) is hereby excluded to the extent permitted by law.

9. Other stipulations

Our valid terms of sale and delivery shall apply subordinate to the terms outlined above. 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. All legal disputes from or in connection with a contract that has been concluded under these terms must be asserted at the court with subject-matter jurisdiction for the location of our registered office. We shall nevertheless also be entitled to file a suit at a court with subject-matter jurisdiction for the location of the Customer's registered office.