

Supplemental to the "General Conditions of Service" the following "General Conditions of Teleservice" apply:

1. Object of the contract/service description

1.1. Remote diagnosis

1.1.1. Establishment of the actual state (inspection):

The contractor registers the current processes and recordings of the machine/plant by tele communicative means to access the end devices described in the service agreement.

1.1.2. Data comparison/deviations:

The contractor analyses the recorded data and processes to discover any deviations of the actual state from the target state.

1.1.3. Searching for the cause of deviations:

The contractor analyses the deviation found and ascertains its causes.

1.2. Remote repair and remote maintenance

1.2.1. Alternative 1 (ongoing remote diagnosis):

If the contractor establishes a deviation when executing remote diagnosis and this deviation requires a measure, he carries out repair and maintenance work insofar as this is possible using the agreed telecommunicative means.

1.2.2. Alternative 2 (discontinuous remote diagnosis):

If the contractor establishes a deviation when executing remote diagnosis and this deviation requires a measure, he supports the customer in carrying out repair and maintenance work insofar as this is possible using the agreed tele communicative means and the telephone hotline.

1.3. Other measures and services

1.3.1. Other maintenance and repair measures:

If the plant cannot be repaired either completely or not completely using telecommunicative measures (remote maintenance and/or repair) within the framework of Article 1.2, the contractor will notify the customer of this.

1.3.2. Other services:

Measures that go beyond the repair services covered in these terms and conditions, such as, for example, commissioning work, will be carried out by the contractor if the customer so wishes, but a separate written agreement is required.

1.3.3. Documentation:

The contractor records the data of the plant/processes and/or the determined deviations by means of remote diagnosis. After completion of repair and/or maintenance work within the framework of Article 1.2 or 1.3, the contractor notifies the customer about the work carried out by him and, if requested, provides the protocols of the work carried out by him as well as any other documentation necessary.

1.4. Service Limitations

1.4.1. Service Exclusions:

If the contractor whilst performing services connected to Article 1.1.2 and 1.1.3 determines that the deviations are traceable to exterior forces, other unforeseeable influences, improper operation or non-observance of the manufacturer's installation or environmental conditions, he is not obliged to carry out remote repair in accordance with Article 1.2 and to render services covered by Article 1.3. The same applies when the customer changes the software or the software environment including the hardware. In these instances the contractual partners shall attempt to agree on how to proceed and on the requisite stages.

1.4.2. Delimitation of the functional guarantee:

The contractor assumes the obligations listed in detail in the service agreement. This does not entail a guarantee that the contractual services diagnose and rectify all existing damage and defects of the machine/plant or a guarantee for the functionality of the machine/plant.

1.4.3. When rendering the contractual services this is always subject to the availability of the tele communicative means as well as the reasonable realization of the respective implementation.

2. Data transfer

2.1. Equipment

The agreed telecommunicative means are available for the services. Each contractual partner is responsible for the maintenance and operation of their respective installations. The services are based on the data transfer technology, in particular, on the data transfer paths as existing at the time to contract is concluded. Insofar as necessary, these shall keep pace with technical progress. Any resulting costs are to be borne by the customer, unless the technical improvement merely benefits the contractor.

2.2. Data transfer paths

The contractual partners are each responsible for the operation and repair of their systems up to the respective transfer point in the internet (router). If the data transfer path between the transfer points fails, in particular due to interruptions in the transfer paths, the contractor is exempt from his service obligations set out in Article 1.1. and 1.2. This also applies to cases in which the transfer paths are interrupted to such an extent that the contractor is unable to execute his services properly. In these cases the contractor is to notify the customer immediately that the transfer paths are interrupted.

2.3. Initialization mode

If required the customer activates the teleservice installation. After conclusion of the teleservice session the customer terminates the connection with the contractor after consultation with him. The contractor cannot be held responsible for any costs/damage resulting from a connection that has not been terminated.

3. Confidentiality and data security

3.1. Confidentiality and access identification

The access identification to the EIRICH tele server is to be stored on the teleservice PC of the customer in the form of files. The customer has ensured that this information is not passed on to third parties.

3.2. Confidential treatment of customer data

The contractual partners agree that all customer data and other information of the customer about production secrets, relevant product-related data etc. exchanged as part of the teleservice is solely permitted to be used by the contractor for the services defined in the service agreement. A marketing of this information for one's own account or transferring knowledge to third parties is not permissible. The contractor undertakes to obligate his staff concerned with the teleservice to this effect.

3.3. Virus protection

The contractual partners shall undertake suitable precautions in line with the current state of technology to prevent the cross-migration of viruses to the software of the other contractual partner.

3.4. Any virus protection programs of the customer are to be coordinated with the contractor so that interruptions of the teleservice can be avoided. Should one of the contractual partners become afflicted by harmful software (viruses, spyware etc.) which impairs the teleservice or can migrate to systems of the corresponding contractual partner, the other contractual partner must notify the other of this immediately in writing.

4. Duty of cooperation of the customer

4.1. Maintenance obligation for installations

The stipulated technical installations as well as the required communication connections of the customer



are to be made available in a functioning state and to be maintained as such.

- 4.2. **Obligation to inform about technical changes**
Changes undertaken by the customer to the technical environment are, insofar as they can affect the agreed teleservice, are to be notified about in text form beforehand and, if necessary, the contractor is to be consulted. This particularly affects - but not exclusively so - modifications to the control hardware/software, changes in use, changes in the machine environment, changes in the configuration and conversions by third parties.
- 4.3. **Assistance for fault messages**
When establishing, limiting, reporting and describing errors, the customer must follow the instructions given by the contractor. If need be, the customer must use the checklists provided by the contractor. The customer is to have personnel of suitable technical and linguistic ability available to staff the teleservice. In the event of fault messages and questions the customer - insofar as lack of clarity exists - the customer is to transmit additional information and documents to the contractor.
- 4.4. **Ensuring security/duty of supervision**
In cases in which the teleservice or the services to be carried out by the contractor can endanger persons and material, the customer as part of his duty of supervision can report to the effect that the intended measures can be carried out safely. The customer is, in particular, to ensure that no persons at his premises in connection with the execution of the service is endangered or that material damage can ensue.

5. Legal Venue, Applicable Law

The parties shall endeavor, by mutual agreement, to resolve all disputes arising out of this Agreement, including those relating to its validity, irrespective of whether they occurred during the period of validity or until the end of the warranty period.

If no agreement can be reached and the Purchaser has his seat in the FRG, the matter will be finally decided according to the Rules of Arbitration of the German Institution of Arbitration e. V. (DIS) under the exclusion of ordinary legal action. Place of arbitration is Frankfurt / Main. German material law is applied.

However, if the Purchaser has his seat outside the FRG, the matter will be finally decided in accordance with the rules of arbitration of the International Chamber of Commerce (IHK) by one or more judges appointed under these rules. The place of arbitration is Geneva. Swiss substantive law is applied. The language of negotiation is German or English.