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A. General Part:

Business conditions that apply to all legal relations between TRUMPF and the customer

I. General

1. The following business conditions serve as the basis for all deliveries and services from TRUMPF to the customer, as well as the other legal relationships between the companies of the TRUMPF Group and the customer, if the customer has its registered seat in Germany at the time of contract conclusion, and apply as a component of the contract concluded between the TRUMPF company in question and the customer. The customer's own business conditions will not constitute contractual content even if TRUMPF does not expressly object to them when the order is accepted.
2. There are no oral side agreements to concluded contracts. Side agreements and contractual amendments must be in written form ("Schriftform" under § 126 et seq. of the German Commercial Code) to be effective. This formal requirement cannot be orally or tacitly cancelled or repealed.
3. The legal relationships between TRUMPF and the customer shall be governed exclusively by German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) and German International Private Law.
4. The venue for all disputes between the customer and TRUMPF will be at TRUMPF's registered office unless a different exclusive jurisdiction exists. TRUMPF may bring an action at any other permissible venue.
5. The customer may withhold payments or other of its services, or set off against counterclaims, only insofar as its right of retention or counterclaims are uncontested, have become res judicata, or are ready for judgment in favor of the customer. The customer remains entitled to assert the plea of an unfulfilled contract.
6. TRUMPF may make technical modifications if they serve an improvement.
7. For contract initiation and execution, the processing of contact and interaction data of customer's contact person is required. TRUMPF processes this personal data based on a legitimate interest to ensure the traceability of the business relationship and to support communication in the execution of the contractual relationship. If the contractual service requires the involvement of other companies of the TRUMPF Group, the information will be passed on to these companies. This may also include companies of the TRUMPF Group outside of

Europe. An appropriate level of data protection is ensured within the TRUMPF Group in compliance with Art. 44 et. seq. GDPR.

8. In order to initiate and execute the contracts as well as subsequent services, TRUMPF transmits employee contact data to the customer in order to facilitate orderly communication and service processing. The customer may only use this data to execute the respective contractual relationship with TRUMPF.

II. Delivery and performance period; Impediments to performance

1. The delivery and performance period is set forth in the agreements between TRUMPF and the customer. It is binding as a fixed deadline only if this has been expressly agreed. TRUMPF will comply with it only if all commercial and technical contract details have been conclusively clarified between the contracting parties and the customer has fulfilled all its obligations, such as special cooperating actions, provision of materials or advance payments. If this is not the case, the delivery and performance period will be extended commensurately. If modifications to the scope of delivery and services become necessary later or are requested by the customer, the delivery and performance period will also be extended commensurately.
2. If a delay in delivery or performance is attributable to unforeseeable circumstances for which TRUMPF is not to blame, TRUMPF will not be liable for the delay and the delivery and performance period will be extended commensurately. This also applies to deficient or late self-delivery, provided TRUMPF has performed an equivalent covering purchase and bears no culpability for the deficient or late self-delivery. TRUMPF shall notify the customer at the beginning and end of such circumstances as soon as possible.
3. If unforeseeable circumstances for which TRUMPF is not to blame (as set out in Paragraph 2) make contract fulfillment difficult for TRUMPF for a duration that is unforeseeable or that will jeopardize the contractual purpose, and TRUMPF will be unable to overcome the hindrance to performance with reasonable efforts, TRUMPF may withdraw from the contract. In such cases, TRUMPF shall inform the customer without undue delay about the circumstances making performance more difficult and, after exercising its right to withdraw, reimburse the customer without undue delay for any amounts the customer has already paid. Any claims of the customer beyond those to reimbursement will be excluded.

III. Shipping conditions; Payment terms; Prices

1. For the shipment of goods from TRUMPF to the customer, the most current INCOTERMS shipping condition shall apply to the contract. Unless otherwise agreed, all shipment deliveries from TRUMPF will be made in accordance with the INCOTERMS shipping condition "EXW (Ex Works) from TRUMPF manufacturing plant." If it has been agreed that TRUMPF shall insure the transport, this will cover only the transport from the manufacturing plant to the boundary of the customer's company premises.
2. Unless otherwise agreed, all invoices issued by TRUMPF will be due in full within 30 days after they have been received by the customer, into the account specified by TRUMPF. The timeliness of the payment will be determined by the date on which it is credited to TRUMPF's account.
3. TRUMPF may demand cash in advance or a down payment.
4. Unless otherwise indicated, agreed prices are net prices without any added statutory sales tax in the amount applicable at the time of the delivery or service.

5. **xChange-Konzept** for high-end components: For all components assigned by TRUMPF to the xChange-Konzept ("exchange scheme"), TRUMPF will grant the following discount on the list price for the part in question: **during the first year after delivery, 100%; during the second year, 75%; during the third year, 50%, and during the fourth year, 25%**. For such a discount to be granted, the defective part must be returned to TRUMPF and TRUMPF must deliver an exchange part within Germany. Final locations outside Germany are subject to separate, country-specific conditions. This does not affect the customer's claims due to TRUMPF's liability for defects.

IV. Retention of title

1. TRUMPF retains ownership of the product purchased through a purchase contract, contract for the production of a product, or contract to produce a work, until the customer will have fulfilled all payment obligations arising from the contract in question, also such obligations arising from the provision of ancillary services.
2. The customer may not sell or pledge the object under retention of title, nor transfer it by way of security, until all payment obligations have been completely fulfilled.
3. The customer may process or sell the object during the ordinary course of business (but not pledge it or transfer it by way of security) before all payment obligations have been completely fulfilled only if the customer has recognizably ordered the goods as an integrator or other intermediary and as long as the customer does not default in payment and there is no reason to initiate insolvency proceedings. The customer hereby assigns to TRUMPF in advance all claims against third parties arising from such processing or selling, to secure TRUMPF's payment claims. This assignment applies whether the goods subject to retention of title were processed before or after being sold. Despite the assignment, the customer remains entitled to collect the debt, and TRUMPF shall not collect the debt as long as the customer does not default in payment and there is no reason to initiate insolvency proceedings. Any processing and combining of the retained goods by the customer will be done exclusively for TRUMPF. If the goods are combined with other movable goods not belonging to TRUMPF, TRUMPF is entitled to co-ownership of the new item in the ratio of the procurement value of the reserved goods to the other items combined with it at the time of processing.
4. If the goods are pledged, seized or otherwise disposed of by third parties, the customer shall notify TRUMPF thereof without undue delay.
5. If the customer breaches the contract, especially by defaulting on payment, TRUMPF may take back the object – after withdrawing from the contract – and the customer must return it. In this case, TRUMPF may demand at its discretion that the customer delivers the object to TRUMPF's registered office, at the customer's own risk and expense, or allows TRUMPF to pick it up on site. If TRUMPF chooses to pick up the object, the customer shall grant TRUMPF unhindered access to the location and to the object for the duration of the uninstallation, allow TRUMPF to pick up the object, and remove at the customer's expense any obstacles that stand in the way of that pickup. TRUMPF may demand reimbursement from the customer for the costs of uninstallation and the pickup, in addition to compensation for other damages.

V. Claims due to defects ("warranty")

1. If the purchased object or work performance is defective when the risk is transferred, TRUMPF shall be liable under exclusion of further claims, but subject to liability for damage compensation under Section VI, only in accordance with the following provisions:

1.1 TRUMPF shall repair all defective parts of the contractual object or replace them with defect-free parts, at its discretion and at no charge ("subsequent performance"). TRUMPF shall select the form of subsequent performance that is suitable and whose costs are proportionate, considering the overall circumstances. If replacement delivery is chosen, the customer shall compensate TRUMPF for the use the customer has made of the exchanged original delivery item in accordance with §§ 346–348 BGB (German Civil Code).

1.2 The place for the subsequent performance is the agreed destination of the contractual object. TRUMPF may perform repair work in its own factory if necessary. TRUMPF shall bear the regular expenses for subsequent performance, including the transport, road, labor and material costs (including the removal and installation or attachment within the meaning of § 439 (3) of the German Civil Code, insofar as the subject matter of the contract was installed in another object or attached to another object in accordance with its type and its contractually intended purpose) up to the place of subsequent performance. TRUMPF shall be at liberty to reduce the costs of subsequent performance (including removal and installation or attachment within the meaning of Section 439 (3) of the German Civil Code) by carrying out all necessary work itself, insofar as this can reasonably be deemed acceptable to the Customer. TRUMPF reserves the right to refuse subsequent performance or the costs linked with subsequent performance insofar as these costs are disproportionate costs within the meaning of § 439 (4) BGB. . If the customer has transferred the contractual object to a location other than the contractually agreed location, causing the expenses of subsequent performance to increase, the customer shall bear the additional expenses on the basis of TRUMPF's price list that is valid at the time of performance, which will be handed over to the customer on request. If the customer is to bear additional costs incurred abroad, they will be based on the cost rates valid in the country in question.

1.3 The customer may withdraw from the contract or reduce the contract price due to a defect only if TRUMPF – subject to the statutory exceptions – has allowed a reasonable grace period set for the repair or replacement delivery to expire to no avail, or if the subsequent performance fails a second time and another attempt at subsequent performance cannot reasonably be expected of the customer. In such cases, the right to withdraw is limited to defects that restrict the goods' usability.

1.4 Claims to damage compensation can be asserted only in accordance with Section VI.

1.5 Normal wear and tear within the scope of components or tools (such as stamping or bending tools, lenses, nozzles, output coupling mirrors, or external beam guiding optics) does not establish any defect claims.

1.6 Claims cannot be asserted for defects caused by the customer's failure to follow the installation or operator's manual, neglect to have the contractual object duly maintained, or maintenance of the object in deviation from the maintenance regulations (operating instructions). TRUMPF original replacement and wear parts must be used when maintaining the object.

1.7 If the contractual object breaches domestic industrial property rights or copyrights of third parties, TRUMPF shall at its expense procure for the customer the right to continue to use it or modify the purchase object for the customer in a manner that can be accepted by the customer and that no longer breaches protective rights. If this is not possible under economically reasonable conditions or within a reasonable time limit, both the customer and TRUMPF are entitled to withdraw from the contract.

The obligations of TRUMPF that have been mentioned are conclusive if a protective right or copyright is breached, subject to Section VI. They only exist insofar as

- the customer has not contributed to an increase of the damage due to a late notification of the asserted breach of a protective right or copyright,
- the customer supports TRUMPF to a reasonable extent in defending against the asserted claims and enables TRUMPF to perform the modification measures in accordance with the preceding paragraph,
- TRUMPF reserves all defensive measures, including out-of-court settlements, and
- the legal defects or legal violation were not caused by the customer, especially due to a specification of the customer or the fact that the customer has altered the contractual object autonomously or used it in a noncontractual way.

1.8 For software, the provisions in Section IX will apply in supplement.

1.9 The exclusion of rights of the customer due to obvious or known defects for which a notice of defect is not sent without undue delay (§ 377 HGB (German Commercial Code)) remains unaffected.

2. If the customer, with the required consent from TRUMPF, takes actions to cure defects itself that TRUMPF was obligated to take under the preceding provisions, the customer will not be deemed a vicarious agent of TRUMPF to that extent. TRUMPF shall be liable for the consequences of such self-remedy only insofar as the customer acted as specified by TRUMPF. TRUMPF shall compensate the customer for the costs of its self-remedy up to the amount of the expenses that TRUMPF would have otherwise had to bear.
3. Unless otherwise agreed, liability for defects is excluded when **used items** are purchased.
4. Claims of the customer due to fraudulently concealed defects, or due to a guaranty of quality or durability assumed by TRUMPF, always remain unaffected.

VI. Liability for damage compensation

1. TRUMPF shall be liable for damages that did not arise on the contractual object itself, regardless of legal grounds, only:
 - if such defects were intentional, or
 - if the owner, the legal representatives, the executive bodies or the managerial vicarious agents were grossly negligent, or
 - if injury to life, limb or health has occurred, or
 - if TRUMPF fraudulently concealed such defects, or
 - within the scope of a guarantee promise, or
 - if liability for personal or property damages is mandatory under the Product Liability Act.

If essential contractual obligations have been culpably breached (especially the obligation to provide prompt and defect-free delivery), TRUMPF shall be liable beyond the above extent even for the gross negligence of nonmanagerial vicarious agents and for slight negligence, limited in the latter case to damages that are typical for the respective contract and could have reasonably been foreseen.

Further claims are excluded.

2. TRUMPF's liability is especially excluded in the following cases, provided they are not TRUMPF's fault: Unsuitable or improper use, faulty assembly or start-up by the customer or third parties, normal

wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, faulty construction work, unsuitable building site, and chemical, electrochemical or electrical influences. If the customer or third parties provide improper repair, TRUMPF will not be liable for the consequences. The same applies to alterations of the purchase or performance object without prior approval from TRUMPF.

3. The regulations under Section VII will apply to the statute of limitations for the customer's damage compensation claims based on defects to the purchase or performance object.
4. For software, the regulations under Section IX will apply in supplement.

VII. Warranty period; Other statute of limitations

1. Unless otherwise agreed and regardless of legal grounds, **claims due to defects become time-barred** on expiry of **twelve months**
 - a) from delivery (for purchases for which TRUMPF is not obligated to bring in or install the contractual object),
 - b) from acceptance or deemed acceptance of the contractual object (cf. Section VIII.5) by the customer (for purchases for which TRUMPF is obligated to bring in or install the contractual object, see Section VIII), and for work performances that do not aim to set up a building structure).
2. If TRUMPF renders services for subsequent performance, the statute of limitations begins to start anew only if TRUMPF has admitted its obligation to provide such subsequent performance without reservation. TRUMPF's admission of the obligation to provide subsequent performance will cause the statute of limitations to start anew only regarding the admitted defects. Services to provide subsequent performance that TRUMPF renders as goodwill will not be deemed an admission of the defects for which a complaint was submitted (which would cause the statute of limitations to start anew).
3. All of the customer's **other claims** against TRUMPF, regardless of legal grounds, **become time-barred** on expiry of **twelve months** from the time at which the customer learns of them or ought to have learned of them without gross negligence.
4. The statute of limitations remains unaffected for cases of recourse claims based on supplier recourse (§ 445b of the German Civil Code), in cases of intent, claims under the Product Liability Act, or for work performances aimed at a building structure.

These General Terms of Delivery and Service are a translation of the German document "Allgemeine Liefer- und Servicebedingungen für die TRUMPF Geschäftsfelder Werkzeugmaschinen und Lasertechnik". In case of discrepancies, the German document shall prevail.

For certain deliveries and services, the regulations of the following pages apply in supplement.

B. Special Part:

Business conditions that apply to certain deliveries and services in supplement to the general part

VIII. General provisions for machine tools, systems, lasers and laser systems

1. **Preliminary acceptance:** If it is agreed that the contractual object must be **accepted** in TRUMPF's factory before it is delivered, a standard procedure to prove functionality that is defined by TRUMPF will be performed. A written report of that acceptance must be created, and both parties shall sign it. If necessary, the customer shall provide sample parts for test runs promptly before the preliminary acceptance.

2. **Reception:** The customer may refuse to receive the contractual object, without prejudice to other defect claims, only if there is a significant defect. Partial deliveries are permitted if the acceptance of partial deliveries can be reasonably expected by the customer.

3. **Transfer:** TRUMPF shall bring the contractual object in (= bring the delivery item from the means of transport to the installation site) only if this has been expressly agreed.

If TRUMPF agreed on **bringing in** the contractual object, TRUMPF shall perform the following services and shall bear the risk (which is limited by the following obligations of the customer to cooperate) while the item is being brought in:

The contractual object and all accessory parts will be unloaded, transported to the installation site, and positioned on that site, by a transport company commissioned by TRUMPF. The scope of TRUMPF's obligation to bring the item in includes all necessary lifting and transport equipment. The customer shall support TRUMPF at no charge when TRUMPF is bringing the item in, and shall ensure that (a) the installation site is free from obstacles, (b) the transport route does not exceed 200 m and (c) the transport route proceeds unbroken on ground level and is free from interfering contours. The scope of services does not include a second lifting of the contractual object at the installation site (due to an oil sump or pedestal, for example).

4. **Installation:** TRUMPF shall install the contractual object only if this has been expressly agreed. If **installation by TRUMPF** has been agreed, the Parties shall perform the following services and cooperative actions:

4.1 The contractual object will be installed at the final installation site by a TRUMPF service technician or a partner commissioned by TRUMPF. All the conditions that the customer shall meet are set forth in the installation and operating conditions and in the TRUMPF installation plan, which TRUMPF shall hand out to the customer with the order confirmation, and must be met by the customer on schedule. To enable a quick and smooth workflow, the customer shall at no charge provide the service technician responsible for the assembly with appropriate auxiliary personnel and available lifting equipment if needed.

4.2 After installation, a TRUMPF service technician will execute startup operations, including a function check, during a standard procedure that TRUMPF shall define. If the item is deemed "partly completed machinery" for the purposes of the EC Machinery Directive 2006/42/EC, TRUMPF shall perform only the function check, but not the startup operations.

5. **Acceptance:** If an acceptance procedure has been contractually agreed or is required by law, the contractual object will be accepted during a standard procedure that TRUMPF shall define.

5.1 The customer shall accept the object as soon as the function check has been concluded, unless a defect is present that restricts usability. If partial functions of the contractual object can be independently used for production purposes and are ready to be accepted, the customer shall

accept the object in part. A written report of that (partial) acceptance must be created, and both parties shall sign it.

5.2 (Partial) acceptance will be deemed to have taken place if the customer

- refuses to declare acceptance although being obligated to do so (see paragraph 5.1), either within a reasonable period set for the customer or after repeated instigation from TRUMPF, or
- delays startup operations or the function check without substantiated grounds and TRUMPF grants the customer a reasonable grace period for cooperation that expires to no avail, or
- puts the contractual object into operation for production purposes.

6. **Instructions:** If separately agreed, a briefing of the customer in how to operate the contractual object will take place on site at the same time as the acceptance procedure, lasting up to one day (unless agreed otherwise).

7. **Impediments to performance when the object is brought in or installed, or during startup operations, the function check or the briefing:**

7.1 The customer shall remove any unforeseen obstacles or technical malfunctions without undue delay. The customer shall make separate payment, in accordance with TRUMPF's pricelist that is valid at the time of performance, for any necessary additional services beyond the owed services, or for TRUMPF's waiting time that cannot be used for another purpose; the customer shall compensate for additional costs of the third parties TRUMPF has commissioned. This will not apply if the additional services, waiting times or additional costs are based on circumstances for which TRUMPF or its commissioned third parties are responsible.

7.2 If the performance of services is delayed for reasons for which neither TRUMPF nor its commissioned third parties are responsible, TRUMPF may specify a reasonable period during which the customer shall remove the obstacle. If that period expires to no avail, TRUMPF may refuse to perform the services and the customer may not raise the objection that the services were not rendered. TRUMPF may demand payment of the agreed remuneration, minus the saved expenses and the income from any other use of its own workforce.

8. If TRUMPF is responsible for a delay in delivery that incurs damages for the customer, the customer may demand flat-rate default compensation beginning with the second week after the delay occurred. It will amount to 0.5% for each full week of delay, but at the most 5% of the value of the part of the overall delivery that was not rendered on time due to the delay in delivery. Any damage compensation claims beyond that due to default will exist only if an exception to the limitations of liability listed in Section VI exists.

9. The import, export or other transfer of the delivery item or individual components thereof can under certain conditions be subject to an approval obligation in this country or abroad. The customer is responsible for obtaining the necessary official permits in time.

Since machine tools, systems, lasers and laser systems are typically delivered with software and additional services might be required, please also observe the following supplementary regulations for software (Section IX) and services (Section X).

IX. General provisions for software

1. If software is contained within the scope of delivery of a machine tool, system, laser or laser system, the customer will be granted a nonexclusive right to use the software on the specific contractual object. The software may not be used on more than one system.
2. The customer may duplicate, rework or translate the software, or convert the object code into source code, only to the extent permitted by law (§§ 69a et seq. of the Copyright Act, "Urhebergesetz"). The customer shall not remove information about the manufacturer (especially notes regarding copyright) or, without TRUMPF's prior express consent, alter them.
3. Liability for defective software:
 - 3.1 Warranty claims due to defective software exist only insofar as such defects restrict the useability of the licensed object. Otherwise, the regulations governing liability for defects and damages under Sections V through VII will apply mutatis mutandis, with the following additional restriction:
 - 3.2 Any liability of TRUMPF for software malfunctions will be excluded if the customer has specifically breached its due diligence obligations regarding the software; for example, if
 - the minimum requirements for equipping the customer with hard- and software, which are listed in the software license schedule, are not fulfilled,
 - the software is installed on hardware at the customer's place of business other than the hardware listed in the software license schedule, without TRUMPF's express consent, which TRUMPF may withhold only for objectively justifiable reasons,
 - software other than the software specified to TRUMPF when the software license schedule was issued is or will be installed on the same hardware of the customer on which the license object is installed, or
 - the customer has altered the license object without TRUMPF's prior express consent,unless the customer proves that the software malfunction is not based on the specific breach of its own due diligence obligations.
4. Documentation and license schedule:
 - 4.1 The customer will receive documentation and a license schedule for the software. The software and the documentation will be jointly referred to hereafter as the "Licensed Product".
 - 4.2 Customers purchasing a multi-user license (such as a license for a second user) may use the software acquired with that user license on an additional system. However, no additional documentation will be delivered for multi-user licenses. Every additional license automatically contains all configuration stages acquired with the first license (except for TruToPs Cell and TruToPs FAB).
 - 4.3 The customer may use the Licensed Product for the purposes of its business operations in accordance with the provisions in the software license schedule and these General Terms of Delivery and Service. The customer may not make the Licensed Product available to third parties. The customer's own employees and anyone else the customer employs for contractual use of the Licensed Product are not considered "third parties."
 - 4.4 The license has no time limit. However, TRUMPF may forbid the future use of the Licensed Product if the customer fails to discontinue a breach of the licensing conditions despite a prior written reminder, unless the breach occurs for reasons for which neither the customer nor its vicarious agents are responsible.

- 4.5 Unless otherwise set forth in the software license schedule, the customer may use the Licensed Product only on one central processing unit (CPU) simultaneously. Simultaneous use on multiple CPUs requires the purchasing of additional licenses or a follow-up license. This applies mutatis mutandis for subsequent updates and upgrades.
 - 4.6 The customer may duplicate the Licensed Product in machine-readable form if this is necessary for contractual use. The customer is especially entitled to produce backup copies to secure the future contractual use of the Licensed Product.
 - 4.7 The customer may not alter the Licensed Product for its own purposes or those of another or make it available to third parties. The customer's own employees and anyone else the customer employs for contractual use of the Licensed Product are not considered "third parties."
 - 4.8 The customer may not grant third parties rights of use to the Licensed Product.
 - 4.9 The software designated in the license schedule contains third-party software components. The customer may not disassemble software components from the software designated in the license schedule. The software designated in the license schedule may be used only in accordance with the provisions in the license schedule.
 - 4.10 TRUMPF will retain ownership of any software data storage medium that was handed over to the customer separately and of the documentation.
 - 4.11 If the customer is forbidden from further use of TRUMPF's Licensed Product, the customer shall return to TRUMPF any licensing material owned by TRUMPF, including a software data storage medium handed over to the customer. The Licensed Product saved by the customer must be deleted along with all available backup copies.
5. The stipulations named in Section IX apply only insofar as they are not otherwise regulated for individual software components.

IX. General provisions for services

In supplement to the preceding sections, the following provisions shall apply to all service, maintenance, repairs, assembly or other services commissioned by the customer on the basis of a separate contract, including consulting, trainings, expert opinions, machine conversions (referred to uniformly in the following as: "Services"), provided TRUMPF is not obligated to such Services due to other reasons, especially due to the customer's defect claims in accordance with Section V.

1. Maintenance:

1.1 Maintenance dates will be agreed between the customer and TRUMPF, normally at least four weeks in advance. The maintenance will contain no repair services. Repair services, for which the following paragraph 2 applies, will be charged to the customer separately on the basis of TRUMPF's prices at the time or performance, which will be communicated to the customer on request in advance.

1.2 While maintenance is being performed, the maintenance personnel must have free disposal over the machine, which will be unavailable for production work during this time.

2. Repair and assembly services:

2.1 If the customer did not purchase the repair or assembly object directly from TRUMPF, the customer must indicate any existing industrial property rights or copyrights regarding the object; if TRUMPF bears no culpability, the customer shall indemnify TRUMPF for any third-party claims arising from such industrial property rights or copyrights.

2.2 If possible, the customer will be notified of the anticipated price for repair or assembly when the offer for such work is made; otherwise, the customer may set cost limits. If the repair or assembly cannot be performed within these cost limits, or if TRUMPF believes additional work is necessary while the repair or assembly is being carried out, the customer's consent must be obtained if the indicated costs will be exceeded by more than 15%. If a cost estimate with binding pricing rates is desired before the repair or assembly is performed, this must be expressly requested. Unless otherwise agreed, such a cost estimate must be given in writing to be binding. Remuneration for creation of a cost estimate will be based on the time expenditure. Any services rendered to issue the cost estimate will not be charged to the customer if they can be turned to account when the repair or assembly is performed.

2.3 The customer shall accept the repair or assembly as soon as the customer has been informed of their end and any agreed testing of the repair or assembly object has taken place, unless the repair or assembly service exhibits a defect that restricts useability. If the acceptance owed by the customer is delayed and TRUMPF is not to blame, the acceptance will be deemed given two weeks after the end of the repair or assembly is indicated at the latest. Acceptance will also be deemed given as soon as the customer puts the repair or assembly object into operation for production purposes.

2.4 If necessary, the item to be repaired or assembled will be transported to TRUMPF or delivered to TRUMPF's place of business and transported back to the customer or picked up by the customer after the work is complete, at the customer's expense, including any packaging and loading. The customer shall bear the risk of transport. While the item is being repaired or assembled on TRUMPF's premises, the customer shall insure it against typical risks at its expense. If the customer delays in taking back the repaired or assembled item, TRUMPF may at its discretion charge storage costs for warehousing it, or may store the item otherwise. The customer shall bear the cost and risk of storage.

2.5 If repair or assembly work is performed on-site on the customer's premises, the customer shall at its expense ensure that all legal and technical requirements that lie within his remit are fulfilled and shall support TRUMPF during execution. If the customer has at its disposal the technical devices necessary for the repair or assembly (crane, lifting equipment, transport rollers, factory transport unit, implements and materials, etc.) as well as operating personnel, the customer shall make them available at no charge to support the repair or assembly on TRUMPF's instructions. The customer shall take the necessary special measures to protect people and objects on site. The customer shall inform TRUMPF about any current and future safety regulations that are significant for the repair and assembly. The customer shall also:

- Provide heat, light, operating power and water, including the necessary connections,
- Provide necessary, dry and lockable rooms in which to keep the repair staff's tools,
- Protect the location and materials used for the repair or assembly from harmful influences of any kind
- Clean the repair site,
- Transport the parts to be assembled to the assembly site.

If the customer fails to fulfil its support obligations, TRUMPF may after setting a grace period undertake the actions incumbent on the customer, in place of the customer and at its expense, but is not obligated to do so.

2.6 While the repair and assembly work is being performed, the repair and assembly personnel must have free disposal over the machine; the machine will be unavailable for production work during this time.

3. Training:

The customer shall bear any costs for travel and accommodations (those of the instructor, if training will occur on site). The customer's claim to such expressly agreed training will be forfeited if the customer has not taken advantage of such training within three years from delivery of the contractual object. If the customer orders training for a certain product, but TRUMPF takes that product out of the delivery program after the confirmed training date has expired without the customer having taken advantage of such training, the customer's claim to training will be converted to a claim for equivalent training for another object in TRUMPF's current delivery program.

4. Hourly rates; Material prices; Travel expenses:

Services, and costs for the materials consumed for those services (such as spare parts, wear parts and lubricants), will be billed in accordance with TRUMPF's prices that are valid at the time of performance (which will be communicated to the customer on request) and shown separately in the invoice.