

Version 1.0; valid from July 1, 2026.

1. General

These General Terms and Conditions for Services incl. its Annexes ("Services GT&Cs") govern any Service provided by a Komax Group Company ("Supplier") to the party placing the order (hereinafter called "Customer").

A contract shall be deemed to be concluded between Komax and the Customer upon receipt by the Customer of Komax's written confirmation in which the latter states its acceptance of the order ("Order Confirmation").

For orders going through the web platform of Komax (e.g. myKomax), the contract is deemed to be concluded as soon as the electronically sent Order Confirmation arrives in the Customer's sphere of control.

Tenders which do not stipulate a period for stating acceptance shall not be binding.

These Services GT&Cs shall be binding. Any terms and conditions stipulated by the Customer which are in contradiction to these Services GT&Cs shall only be valid if expressly accepted by Komax in writing.

All agreements and legally relevant declarations of the Parties to the contract must be in writing in order to attain validity. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations if specifically, so agreed. All contents of the order confirmation transmitted electronically via web platform of Komax (e.g. myKomax) are equated with the written form.

Any divergent terms of the Customer are rejected unless expressly accepted in writing and signed by Supplier. References to external order documents or other agreements do not modify these Services GT&Cs unless the relevant provision of these Services GT&Cs expressly permits such modification.

2. Scope of Services Provided

2.1 The scope of Komax's provision of Services is exhaustively specified in Supplier's offer and confirmed in the Order Confirmation and in any appendices thereto. Services and/or goods not listed there can be additionally billed to the Customer if they are necessary for contract performance. Komax shall be entitled to make any changes which lead to improvements, provided such changes do not result in a price increase.

2.2 The scope of service performances provided by Supplier under these Services GT&Cs are as follows ("Services"):

"Maintenance Services" shall mean scheduled and preventive maintenance tasks to keep Equipment in good working conditions to prevent breakdowns and ensure availability of the Equipment. This may include cleaning, lubrication, adjustments, testing of functionality, replacement of certain Wear Parts, and application of manufacturer-recommended software updates or firmware patches during visits at Customer's site.

"Warranty Extension": Extensions of the manufacturer's warranty or a supplemental warranty for specified Equipment beyond the Standard Warranty period, during the extended warranty term, if the specified Equipment experiences a failure due to defects in materials or

workmanship, which includes repair or replacement of parts and components.

"Inspection Services": On-demand or regular on-site inspections by qualified technicians, incl. assessments of the condition of the Equipment and recommendations, which typically include a checklist-based examination of mechanical, electrical, and software components to detect wear, damage, misalignments, or needed Calibration. Inspections do not include actual remedial work, repair or replacement of parts.

"Optimization Services" shall mean performance analysis, assessments, and quantifications performed by Supplier on Customer's Equipment to identify optimization potential (e.g., performance, quality, and uptime) of Customer's production line, including reports and recommendations.

"Calibration Services" shall mean Calibration of Equipment or instruments to ensure they operate within specified tolerances as further defined herein. Calibration does not include actual repair or replacement of parts.

"Upskilling Services" shall mean educational evaluation and training (on/off-site and online) aiming at upskilling of Customer's staff.

"Digital Service(s)" means each online or other connected service made available by Supplier by electronic means to the Customer and its Authorized Users, including, but not limited to, Cloud Services, software, web and mobile applications, platforms, portals, remote support functionalities, monitoring, analytics and reporting tools, data collection, processing and visualization services, workflow and process execution solutions, connected services, and/or the use of Software provided by Supplier. If any Service provided by Supplier includes, contains, enables or relies on Digital Services or digital functionalities, the General Terms and Conditions for Digital Services shall apply to the Digital Service part(s) of such Service.

"Remote Support Services" shall mean technical assistance and troubleshooting via electronic communication channels, without requiring physical presence at the Customer's location. Remote Support Services may (partially) include Digital Services.

"Other Services", such as consulting, feasibility checks, installations and commissioning, acceptance tests, ramps ups, repair or replacement, relocation Services, and training (usually On-Demand Services) according to the Supplier's specific offering.

Additional special provisions in these Services GT&Cs apply (see Annex "Additional Service-Specific Terms"). The decisive scope of Services provided by Supplier (e.g., service activities, frequency of visits, fees, Equipment in scope) is confirmed in the Order Confirmation.

3. Orders and Performance

3.1. General

Any quotation is valid for 30 days unless stated otherwise.

Any changes requested by Customer to the scope, timeline, or fees are only binding upon Supplier's written confirmation of Customer's change order. Change orders shall specify the nature of the change and any adjustments to Deliverables, schedule, or compensation. No verbal or informal changes shall be binding.

3.2. Performance by Supplier

Performances shall be carried out at Supplier's site or at the Customer's site, at the sole discretion of Supplier, unless otherwise expressly specified in the Order Confirmation. If Performances are carried out at Customer's site, Customer agrees to provide the personnel sent by Supplier with a suitable workshop to carry out the Services. Customer must alert the personnel sent by Supplier if special attention must be paid to it, third parties or other contractors or if pertinent regulations must be heeded. If work is carried out at Supplier's site, the Customer is responsible for dismantling, transport and all other associated expenses.

3.3. Customer Duties and Cooperation

3.3.1. Access to Facilities and Equipment: Customer ensures Supplier has timely access to ready Equipment, premises, relevant systems/documentation (e.g., keys, passwords). For on-site work, Customer provides safe, suitable work environment (work area, electricity, lighting)

3.3.2. Safety and Compliance at Site: The Customer is responsible for informing the Supplier's personnel of any safety rules or hazards at the site (e.g., if special precautions or permits are required). If required by the Customer's facility rules, the Supplier's staff will comply with site safety instructions provided. Supplier may reserve the right to halt work if safety conditions are unacceptable.

3.3.3. Information and Cooperation: The Customer must provide all relevant and accurate information about the Equipment's condition, specific issues, abnormal behaviour, and history (e.g. known defects, error logs) prior to service. Customer must take any preparatory steps necessary to for provisioning of Services (e.g. shutting down machines, pausing, or cooling systems before maintenance). Customer must provide competent personnel to operate or test Equipment, facilitate cooperation and ensure timely decisions.

If it turns out during the execution of Services that additional performances are required, Supplier may carry these out along with the others with the consent of the Customer and billed accordingly. For Services performed outside of Supplier's country, the Customer must provide the required Spare Parts in a timely manner; otherwise, the Customer shall be liable to pay compensation, unless otherwise confirmed in an Order Confirmation.

3.3.4. Necessary Infrastructure: The Customer ensures supporting infrastructure is in place, such as adequate internet connectivity for any remote Services or utilities (power, compressed air, etc.) needed for maintenance. The Customer and its Authorized Users shall be solely responsible to provide and continuously ensure a secure connection. The Customer shall establish and maintain any appropriate measures (such as, but not limited to, the installation of firewalls, application of authentication measures, encryption of data, installation of anti-virus programs, etc.) to protect its computer systems, networks, and interfaces against any kind of security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Supplier and its Affiliates are not liable for damages and/or losses related to such security breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information.

3.3.5. Insurance and Risk: If the Services involve Supplier handling the Customer's Equipment (e.g. transporting a machine to a service center), the Customer may be required to carry insurance for loss or damage, or the contract clarifies who bears the risk in transit. Generally, unless otherwise agreed, the Customer bears risk of loss or damage to its Equipment during service (except to the extent caused by the Supplier).

3.4. Access to Site, Systems, and Equipment

Access & Safety: Customer ensures site readiness, permits, safety induction, and compliance with health, safety and environmental laws, regulations and site rules applicable at the place of performance and operation of the Equipment.

3.5. Acceptance of Services

3.5.1. Any work results shall be inspected by Customer promptly upon completion of the relevant Services; the same applies to any acceptance test – if applicable. Customer shall notify Supplier in writing of any apparent deficiencies without undue delay and in any event before using the relevant work result in productive operation.

3.5.2. Use of the relevant work result by Customer shall constitute acceptance, except for hidden deficiencies that could not reasonably have been discovered during the acceptance inspection despite due care. Customer may rely on such hidden deficiencies only if Customer notifies Supplier in writing without undue delay after discovery and, in any event, within the applicable warranty period. Customer must describe the deficiency in reasonable detail and provide available evidence that the deficiency existed at the time of completion of the relevant Services and is attributable to Supplier's non-conforming performance.

3.5.3. The above clauses do not affect Customer's duty to mitigate damage, to cease or restrict use where continued use may aggravate the deficiency or damage, or Supplier's rights and limitations under these Services GT&Cs.

3.6. Exclusions

3.6.1. Unless expressly confirmed in the Order Confirmation, Services do not cover any damage caused by misuse, improper handling, unauthorized modifications, or operation outside the specifications provided by Supplier. Accidental damage, including but not limited to physical impact, liquid ingress, or environmental conditions beyond recommended limits, is excluded. Any repair or replacement required due to such damage shall be quoted and billed separately.

3.6.2. Unexpected breakdowns or major failures: Unless expressly confirmed in the Order Confirmation, Services do not include corrective actions for unexpected breakdowns or major failures of equipment. Such events require separate intervention and will be quoted and billed individually. Emergency support may be available subject to additional charges and Supplier's availability.

3.6.3. For any Digital Service component included in or provided in connection with the Services, the exclusions, limitations of liability and customer obligations set out in the Digital Services GT&Cs shall additionally apply and prevail in the event of any conflict relating to the Digital Service component.

3.7. Suspension of Services

The Supplier may suspend the provision of Services without liability if i) the Customer breaches its contractual obligations (e.g., late payment); (ii) a suspension is needed to prevent harm or liability to others; or (iii) a suspension is needed to protect the security, stability, or integrity of equipment or Services. A suspension does not release the Customer from payment obligations. Unless immediate action is required, Komax will make reasonable efforts to provide at least ten (10) days' prior written notice.

4. Service Levels, Response Time, and Availability

4.1. Due Skill and Care

Supplier will perform the Services with due skill and care consistent with industry practice.

4.2. Purpose

Unless expressly agreed in a separate agreement in writing, any response times, resolution times, availability/up-time figures, recovery targets, or similar metrics (including those in an Order Confirmation) are non-binding targets only for planning purposes; they do not create warranties, guarantees, service credits, liquidated damages, price reductions, termination rights, or other remedies.

4.3. Support Hours and Emergency Support

Support is provided during Supplier's usual business hours, Monday to Friday (excluding public holidays at Supplier's location, Supplier local time). Emergency assistance outside Support Hours may be offered subject to resource availability and additional charges.

4.4. Maintenance, Updates, and Upgrades

Supplier does not warrant any particular availability or up-time for any Service or online platform and may schedule maintenance windows (planned or emergency) and deploy patches, updates, or new versions at its discretion. Where practicable, Supplier will give prior notice, and material changes will not remove core functionality without an equivalent alternative.

4.5. Additional Provisions

Any reference to availability or response/resolution effort excludes: (i) planned maintenance windows; (ii) emergency maintenance; (iii) issues caused by Customer systems, environments, or actions; (iv) Internet, third-party networks, or cloud/hosting provider issues; (v) misuse, unauthorised changes, or non-supported configurations; (vi) beta or trial features; and (vii) force majeure.

Supplier's sole obligation for service issues is to use reasonable efforts to restore the Service as soon as practicable; to the maximum extent permitted by mandatory statutory law, Supplier excludes any liability and Customer waives any remedies arising from service unavailability or failure to meet any target or metric.

5. Delay and Disruptions

5.1. General Principles

5.1.1. Deadlines: All agreed or communicated delivery dates, schedules, reaction times, availabilities or similar are based on estimates and therefore not binding. The

agreement of a binding deadline requires that the scope of the Service be ascertainable.

5.1.2. Mitigation Duties: Customer and Supplier cooperate to mitigate defaults and delays.

5.1.3. Extensions: Any deadline agreed to as binding shall be extended by a reasonable period of time:

- If Supplier does not receive information or data it needs for performing Services on time or if the Customer subsequently changes this data, or
- If Customer fails to attend to its duties or obligations under the contract on time or in a proper manner, or
- If circumstances for which Supplier is not responsible are impending or have occurred, for example, mobilization, war, civil war, insurrection or sabotage and also in the event of labor conflicts, accidents, illnesses, delayed or defective deliveries of the necessary materials, actions or omissions on the part of authorities or government bodies, unforeseeable obstacles to transportation, fire, explosion, and natural events.

5.2. Consequences of Default or Delay

5.2.1. Notification and Mitigation Duties: Each party must mitigate losses and has a duty to escalate promptly.

5.2.2. Customer-Caused Default/Delay: Deadlines extend reasonably. Supplier is entitled to standby, re-mobilization, and may charge additional costs to Customer at standard rates.

5.2.3. Supplier-Caused Default/Delay: No remedies if performance achieved within 14 days after receipt of notification from Customer. Afterwards, Supplier to inform, propose recovery plan, and re-performance/re-scheduling.

5.2.4. Limitation of Liability: Customer is entitled to documented direct damages subject to the limitations defined in these Services GT&Cs.

5.2.5. Sole and Exclusive Remedy: The remedies and damages defined in this Section 5 are the sole remedy for the Customer.

6. Prices and Payment

6.1. Prices

6.1.1. Standard Prices: The following shall apply for any Service performed (e.g. On-Demand Services, ad-hoc or one-time Services), unless stated otherwise in the offer or otherwise agreed in writing:

(a) Time and Materials: Supplier shall bill the Services provided by the time and material expended based on Supplier's standard rates. This provision shall also apply for the preparation of Service-related documents, reports and expert opinions as well as the evaluation of measurements and tests; whereas: (i) Material costs mean costs for the use of special tools and sets of Equipment as well as Spare Parts, Wear Parts, Consumables and incidentals; and (ii) Time means work time shall be deemed to include an appropriate time for order-related preparation, and wind-up work following the trip. Customer shall attest to the efforts expended by signing the corresponding report. If Customer attests thereto late or fails to attest

without providing reasons, the records kept by Supplier's personnel shall be deemed the basis for billing.

(b) Travel Expenses, Time, and Costs: travel and transport costs, hotel expenses and costs associated with the stay as well as travel times that were incurred in connection with contract performances.

(c) Preliminary assessments: Where Services require a preliminary inspection, assessment, diagnosis or similar activity, Supplier may charge Customer for such activity. If Customer decides not to proceed with the Services after receiving the results of such activity, Supplier shall be entitled to charge the Customer for all Services, work, time, material and costs incurred up to that point.

(d) Estimates; overruns: Unless a fixed price is expressly agreed in writing, any offer, quotation, cost indication or price estimate is non-binding and provided for planning purposes only. Services will be charged based on the actual time and material expended, plus applicable travel, waiting, transport and other costs.

If Supplier reasonably expects that the estimate will be exceeded, or that additional work, time, material, Spare Parts, Wear Parts or other costs are required to continue or complete the Services, Supplier will inform Customer and request Customer's agreement to the additional scope, time and/or costs. Supplier may suspend or limit further work until such agreement is obtained. Customer shall pay all Services, work, time, material and costs incurred up to the suspension or limitation.

Any Customer approval may be given in writing or in another documented form accepted by Supplier, including by email, service report, ticket confirmation or signed work record.

6.1.2. Fixed Prices: Supplier may offer fixed prices or fixed fees for specific Services. Services provided under a service contract or other continuous obligation may be offered for fixed, recurring or other agreed fees.

A price, fee, quotation, cost indication or estimate shall qualify as a fixed price only if expressly designated as such in the offer or otherwise expressly agreed in writing by Supplier. Any fixed price applies only to the Services, scope, assumptions, quantities, Service periods, visits, working hours, Deliverables and other conditions expressly stated in the offer or other written agreement.

Unless expressly included, fixed prices do not cover additional or out-of-scope Services, additional time or material, Spare Parts, Wear Parts, Consumables, travel time, travel costs, waiting time, re-mobilisation, additional troubleshooting, Customer-requested changes, or delays or additional work caused by Customer or third parties.

Any such additional Services, work, time, material or costs shall be charged in accordance with Clause 6.1.1, unless otherwise expressly agreed in writing. If Supplier reasonably expects that the agreed fixed-price scope will be exceeded, Supplier will inform Customer and request Customer's agreement to the additional scope, time and/or costs in accordance with Clause 6.1.1(d).

6.1.3 Fee Adjustments

For Services provided under a service contract, subscription, recurring fee arrangement or other continuous

obligation, Supplier may adjust the applicable fees for each new service period or renewal term by giving Customer at least ninety (90) days' prior notice.

The adjustment shall be based on the increase in the official price index applicable in the country where Supplier has its registered office and is intended to reflect general increases in Supplier's cost base.

The adjusted fees shall apply to the relevant new service period or renewal term. In case of conflicting Customer documents, the fees stated in Supplier's Order Confirmation shall prevail, unless Supplier expressly accepts different fees in writing.

6.1.4. Unless otherwise stated in the offer or Order Confirmation, all prices and fees are net amounts and exclude VAT, sales, use or withholding taxes, duties, customs, insurance, transport, travel, packaging, shipping, permits, certifications and similar charges. Such taxes and charges shall be borne by Customer or reimbursed to Supplier against reasonable evidence, except for taxes on Supplier's income.

6.2. Payment

6.2.1. Payments shall be made by the Customer to Supplier's domicile according to the terms of payment stated in the offer, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Unless otherwise stated in the offer, the payment is due within 30 days after the invoice date. The payment terms must also be complied with if the Services provided by Supplier are delayed or rendered impossible for reasons for which Supplier is not responsible. For continuous or recurring Services, the applicable fees shall be invoiced monthly in arrears, unless otherwise stated in the offer or expressly agreed.

6.2.2. Payment obligations are non-cancellable, and fees paid are non-refundable, except as expressly set forth in these Service GT&Cs. Unless agreed in writing by Supplier, the Customer may not cancel, downgrade, reduce or otherwise modify the scope of any Service during the Term. Customer shall not be entitled to set-off or retention except for undisputed or finally adjudicated claims.

6.2.3. Late Payment Interest: If Customer fails to pay any amount when due, Supplier may charge default interest from the due date until full payment at the lower of (i) eight percent (8%) per year above the applicable base rate and (ii) the maximum rate permitted by applicable law. Supplier's right to claim further damages and reasonable collection costs remains reserved.

6.2.4. If Customer fails to make any advance payment, provide agreed security, pay any amount when due, or if Supplier has reasonable grounds to doubt Customer's ability or willingness to pay, Supplier may suspend or withhold further performance until payment is made or satisfactory security is provided. If Customer does not remedy the situation within a reasonable period after notice, Supplier may terminate the affected contract or order and claim damages, including costs, expenses and lost profit, to the extent permitted by applicable law.

6.2.5 For the rest, Supplier refers to the terms of payment in its General Terms and Conditions of Supply.

7. Warranty and Remedies

7.1. Warranty

7.1.1. **Conformity:** Services conform to the scope defined in the offer and are performed with due care and skill. Any further substantial conformity must be agreed in writing and expressly confirmed in the Order Confirmation. No warranty that Software/Cloud is error-free or uninterrupted.

7.1.2. **Scope:** Supplier shall give a warranty for defects that are attributable to performances done by the personnel of the Customer or of third parties under the supervision of Supplier only if these defects are verifiably based on gross negligence on the part of Supplier's own personnel in connection with instructions or supervision. Supplier does not warrant that software, cloud-Services, or remote Services are error-free or uninterrupted.

7.1.3. **Warranty Period and Start:** Services shall conform to agreed scope and performance for a warranty period of one (1) month after the completion of same pursuant to the following provisions. If performances are interrupted for reasons named in 5.1 or 5.2, the warranty period for the work procedures completed prior to the interruption shall commence at the latest one month after the start of the interruption.

7.1.4. **Warranty for Parts:** The warranty periods for goods contained in the Terms and Conditions of Supply apply to replaced Spare Parts and Wear Parts.

7.1.5. **Exclusions:** Warranty is excluded for Wear Parts, non-Supplier Parts/Consumables, improper use, unauthorized modifications or repairs, failure to follow instructions; or if the Customer fails to take immediate damage-mitigation measures that are suitable and reasonable to expect of the Customer.

7.2. Rights and Remedies

7.2.1. **Immediate Notice:** The prerequisite shall be that Supplier must be notified in writing of these defects during the warranty period immediately after they are detected.

7.2.2. **Warranty Cases:** If the serviced Equipment or parts thereof or Spare Parts included in the delivery or installed pursuant to the contract should prove to be damaged or unusable during the warranty period and if this state is verifiably attributable to the defective execution of performances or to defective material supplied by Supplier, then Supplier agrees either to repair or to replace these parts within a reasonable period, at its sole discretion.

7.2.3. **Further claims and rights** due to defects or defaults in performance that go beyond those named in this Section 7 shall be excluded to the extent permitted by the overriding mandatory provisions of applicable law.

8. Intellectual Property and Rights of Use

8.1. General Principles

8.1.1. **No transfer:** No intellectual property rights are transferred or assigned to the other party except as expressly provided.

8.1.2. **Ownership:** Each party retains ownership of intellectual property it had before the contract (e.g. the Supplier's proprietary service methods, software, and tools; the Customer's designs or data). Each party also agrees not to misuse the other party's IP.

8.1.3. **Supplier's IP:** All IP in Deliverables, software, Documentation, training materials, curricula, videos, manuals, slides, software, know-how, Background IP, and Foreground IP remains with Supplier. Supplier may grant Customer a non-exclusive, worldwide, royalty-free, non-transferable and non-sublicensable license to use Foreground IP during the duration of the contract and solely to the extent necessary to receive, access, and/or use Services and deliverables as agreed.

8.1.4. **Feedback and Improvements:** Supplier may use feedback free of charge to improve Services without confidentiality to the extent it does not disclose Customer Confidential Information.

8.1.5. **Third-Party Rights and Claims:** Supplier will indemnify Customer against third-party claims alleging that the Services infringe IP, subject to prompt notice, control of defense, and cooperation; remedies are (i) procure rights, (ii) modify/replace, or (iii) terminate affected Services with pro-rata refund; no liability for combinations, modifications by Customer, or use outside Documentation.

8.2. Software and Cloud Services

8.2.1. In case of provision of Software or Cloud Services, the General Terms and Conditions for Digital Services of Supplier shall apply; the following principles shall apply: (a) **Software:** If Software or access to Software is provided, Customer is granted a non-exclusive, non-transferable, non-sublicensable right to install/access/use the Software for Customer's internal business during the Term and as specified in the offer. Any Software provided remains licensed and is not sold; (b) **Cloud Services:** If Cloud Services are provided, Customer is granted the non-exclusive, non-transferable, non-sublicensable right to access/use the specified Cloud Service during the Term and as specified in the offer. Any such service provided remains licensed and is not sold; (c) **Restrictions:** No reverse engineering, decompilation (except to the extent mandatorily permitted), circumvention, benchmarking disclosure without consent, or use to build competing products; and (d) **Open-Source Components:** Open-source components used under their licenses; OSS notices provided upon request or in Documentation.

9. Data

9.1. General

9.1.1. **Customer retains** all rights in Customer Data uploaded or generated by Customer's use.

9.1.2. **Data Access/Export:** During term, standard export tools/APIs (if available) or chargeable assistance at time and material.

9.1.3. **Customer retains** ownership of Customer Data, such as machine and production data or quality metrics received, transferred or accessed via Services; such data is treated as Confidential Information.

9.1.4. **Machine/Operational Data:** Supplier may collect Equipment and telemetry data ("Machine Data") to provide Services. Supplier may use Machine Data and de-identified aggregates for analytics, support, service improvement, benchmarking, and product development.

9.1.5. **Supplier may** collect and process technical logs, diagnostics, configurations, and limited telemetry to deliver Remote, maintain security, and improve troubleshooting.

9.1.6. Aggregation: Supplier may use anonymized/aggregated data for service improvement and reliability analytics, without identifying Customer.

9.1.7. Insofar as the Customer and Supplier agree in writing that Supplier is to process personal data under these Services GT&Cs and act as a processor, unless otherwise stated in these Services GT&Cs on behalf of the Customer, Supplier and the Customer shall negotiate in good faith and enter into a separate data processing agreement in accordance with the GDPR in relation to the personal data processed by Supplier as processor. For service telemetry and security logs, Supplier acts as independent controller where required by law; otherwise as processor on Customer's documented instructions.

9.1.8. Security: remote collection and dashboard access use encrypted channels; access is role-based and logged. Data retention as set out in a data processing agreement or, absent that, for the Term plus twelve (12) months, then deleted or anonymized unless legally required otherwise.

9.2. Hardware Provided by Supplier for Services

Any hardware provided by Supplier remains Supplier's property (e.g. Devices). Customer shall not tamper with such hardware and shall return or allow de-installation within thirty (30) days after Termination. Supplier may remotely disable the Device at Term end or for material security risk, non-payment, or legal requirement.

9.3. Cloud Hosting, Security, and Backups

9.3.1. Location & Transfers: Primary hosting in EEA/CH or as otherwise specified; cross-border transfers safeguarded by approved mechanisms (e.g., EU SCCs, CH-SCCs).

9.3.2. Supplier maintains administrative, technical, and organizational measures appropriate to risk.

9.3.3. After the export window, Supplier will delete Customer Data from active systems and schedule deletion from backup systems in the ordinary course, unless retention is required by law. Upon request, Supplier will confirm deletion in writing.

9.4. Access

9.4.1. Access Suspension: Supplier may suspend the provision of or the access to Services for material security risk, non-payment, or legal requirement; will notify and restore when cause resolved.

10. Confidentiality

10.1. Treatment of Confidential Information: The receiving party will (a) use it solely to perform this contract; (b) protect it with at least reasonable care (and no less than the care used for its own similar information); and (c) disclose it only to its personnel, Affiliates, and subcontractors who need to know for performance and are bound by confidentiality obligations no less protective.

10.2. Exceptions

These obligations do not apply to information the receiving party can document: (i) is or becomes public without breach; (ii) was already known; (iii) is independently developed; or (iv) is lawfully received from a third party without a duty of confidence. If legally required to disclose, the

receiving party may do so after prompt notice to the disclosing party (where lawful) and reasonable cooperation to seek protective measures, and will disclose only what is required.

10.3. Duration of Confidentiality Obligation: On request or on termination, Confidential Information must be promptly returned or destroyed, except for archival copies required by law or bona fide internal compliance; such copies remain subject to this clause. All Confidential Information remains the disclosing party's property; no license is granted. Obligations survive for 1 year after the Term; trade secrets survive while they remain trade secrets. Nothing limits a party's right to seek injunctive or other equitable relief for breach.

11. Compliance and Export Control

Customer and Supplier shall comply with all applicable laws and regulations, including anti-bribery, data protection, labor, sanctions and export control regimes (incl. EU and US). Customer shall not export, re-export, transfer or provide access to Services/Digital Services, data or technology contrary to applicable export laws; end-use/user screening is Customer's responsibility. Customer represents compliance with the Komax Code of Conduct / Komax Code (available at www.komaxgroup.com/en/about-komax/integrity-and-compliance), and agrees that breach of this clause constitutes material breach. Supplier may suspend Services where required to comply with sanctions or export control.

12. Liability and Indemnification

12.1. Limitation of Liability

12.1.1. Notwithstanding anything to the contrary in the contract or contained in these Services GT&Cs, Supplier, its Affiliates, and the employees, officers, directors, agents and subcontractors of Supplier and its Affiliates shall be liable to the Customer only for direct damages culpably caused in connection with Supplier's performance or non-performance under the contract.

12.1.2. Supplier, its Affiliates, and the employees, officers, directors, agents and subcontractors of Supplier and its Affiliates shall in no event be liable for any indirect, incidental, special, punitive or consequential damages or losses, including loss of production, loss of earnings, loss of profit, loss of revenue, loss of use, loss of contracts, loss of orders, loss of anticipated savings, loss of goodwill or reputation, recall costs, costs of capital, costs connected with interruption of operation, costs or losses due to pollution, or loss or corruption of data, irrespective of the legal basis of the claim.

12.1.3. Supplier's aggregate liability, including the liability of its Affiliates and the employees, officers, directors, agents and subcontractors of Supplier and its Affiliates, for any and all claims, damages or losses arising out of or in connection with the contract or the Services, whether based on breach of contract, warranty, guarantee, tort, negligence, strict liability or any other legal or equitable theory, shall in no event exceed:

(a) 100% of the amounts paid by the Customer for the Services in respect of the relevant equipment, product or unit covered by the contract in the course of which the liability claims have arisen; and

(b) in the aggregate for all claims arising in the same calendar year, 50% of the cumulated total amounts paid by the Customer under or in connection with the contract in the calendar year in which the liability claims have arisen.

12.1.4. Supplier's liability for data restoration shall be limited to the commercially reasonable costs of restoring the relevant data from the most recent available backup that Supplier is contractually obliged to maintain. Supplier shall not be liable for loss or corruption of data, data restoration costs or service downtime to the extent caused by: (i) the Customer's failure to implement backups, redundancy, cybersecurity measures or operating procedures in accordance with Supplier's instructions; (ii) outages, failures or interruptions of third-party networks, systems, software, hosting providers or cloud providers; or (iii) scheduled maintenance notified to the Customer.

12.1.5 The limitations and exclusions in this Clause 12 shall not apply to liability for death or personal injury, intent, wilful misconduct, gross negligence, fraud, fraudulent concealment, or any other liability that cannot be excluded or limited under overriding mandatory provisions of applicable law, including mandatory product liability to the extent applicable.

12.1.6 Except for the remedies expressly provided in the these Services GT&CS and additional specific remedies expressly confirmed by Supplier in writing in the contract, and to the maximum extent permitted by overriding mandatory law, all further claims, rights and remedies of the Customer against Supplier, its Affiliates, and the employees, officers, directors, agents and subcontractors of Supplier and its Affiliates are excluded.

12.2. Indemnification

12.2.1 Supplier shall indemnify the Customer against claims by unaffiliated third parties relating to infringement of intellectual property rights of third parties in the country of delivery/performance caused by negligence or intent by Supplier. In the event of any such third-party claim, the Customer shall immediately inform Supplier and shall give Supplier complete control over the defense of such claim. The Customer shall, at the reasonable request of Supplier, provide reasonable assistance in defending the claim and shall not make any statements or omissions and/or undertake actions that could harm the defense of the claim.

Supplier shall bear proportionate and appropriate (only direct) costs of defending such claim and shall, if the claim is justified, at no additional cost to the Customer: (i) obtain sufficient rights for the Customer to use the Service, (ii) or properly substitute the Service; (iii) or modify the Service.

This indemnity is the sole responsibility of Supplier for third-party claims and is included in the overall limitation of liability of this Section 12.

12.2.2 Indemnification by Supplier shall not apply if and to the extent: (i) the claim is caused by unauthorized and/or improper use of the Service by the Customer; (ii) changes to the Service are made by the Customer; (iii) the claim relates to Third Party Software, and/or the claim relates to any combination of the Service with third-party products, whether or not on behalf of the Customer's instruction, created or modified by third parties.

12.2.3 The Customer's right to any claim for indemnification shall lapse twelve (12) months after the Customer first became aware of such claim.

12.2.4 The Customer will indemnify and hold Supplier harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with any alleged or actual: (i) infringement of any third party's intellectual property rights by the Customer or any of its Authorized Users; (ii) breach of these Service GT&Cs or the order by the Customer or any of its Authorized Users; (iii) violation of any third party's rights related to Customer Data or the use thereof by Supplier, its Affiliates and/or its subcontractors authorized by the Customer; (iv) violation of any other rights of a third party related to Customer's breach of these Service GT&Cs; and (v) breach of laws or other applicable regulations and standards by the Customer's or any of its Authorized Users' use of the Service.

13. Term and Termination

13.1. Contract Term

13.1.1. The Term or agreed performance period applicable to each Service shall be confirmed in the Order Confirmation and shall commence on the Effective Date, or on such other date as expressly stated in the Order Confirmation or expressly agreed in writing.

13.1.2 On-Demand Services end upon completion of the agreed Services and do not renew automatically.

13.1.3 Unless otherwise expressly stated in the Order Confirmation, Services expressly identified in the Order Confirmation as being provided on a continuous or recurring basis shall automatically renew for successive periods of twelve (12) months unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current Term.

13.1.4 A notice of non-renewal shall take effect only at the end of the then-current Term and shall apply only to the Services or order identified in the notice. The notice shall not release the Customer from any payment obligation for the then-current Term.

13.1.5 Supplier may change the fees and other commercial conditions applicable to a renewal Term by giving the Customer at least ninety (90) days' prior written notice. The changed fees and conditions shall apply from the beginning of the renewal Term.

13.2 Termination for Convenience

13.2.1 After Supplier has issued the Order Confirmation, the Customer may not cancel or terminate the relevant order or Services for convenience, except with Supplier's prior written consent or as expressly permitted under these Services GT&Cs or the applicable Order Confirmation.

13.2.2 If Supplier accepts a cancellation requested by the Customer: (a) for On-Demand Services, the Customer shall pay for all Services performed, work in progress, committed costs, non-cancellable expenses and any other reasonable costs and losses resulting from the cancellation; and (b) for Services provided on a continuous or recurring basis, all fees for the remainder of the then-current Term shall remain due and payable.

Any amounts already paid are non-refundable. A notice of non-renewal given in accordance with clause 13.1 does not constitute a cancellation or termination during the then-current Term.

13.3 Termination for Cause

13.3.1 Either Party may terminate the affected order or Services by written notice if the other Party commits a material breach of the contract and, where the breach is capable of remedy, fails to remedy it within thirty (30) days after receiving written notice specifying the breach and requiring its remedy.

13.3.2 Notwithstanding clause 13.3.1 and without affecting any other right or remedy available to it, Supplier may suspend performance with immediate effect or terminate the affected order or Services with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount when due and remains in default for ten (10) business days after receiving written notice requiring payment;
- (b) the Customer commits an irremediable breach or, where the breach is capable of remedy, fails to remedy it within ten (10) business days after receiving written notice specifying the breach and requiring its remedy;
- (c) the Customer repeatedly breaches its obligations in a manner that reasonably indicates that it does not intend or is unable to comply with the contract;
- (d) the Customer uses any Service illegally or in a manner that creates a material security, safety, compliance or liability risk for Supplier, its Affiliates, its subcontractors or any third party;
- (e) the Customer suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due, ceases or threatens to cease business, becomes subject to insolvency, liquidation or comparable proceedings, or an administrator, receiver or comparable officer is appointed over the Customer or a material part of its assets, in each case to the extent termination is permitted by applicable law; or
- (f) Supplier is otherwise entitled to terminate under these Services GT&Cs, the applicable Order Confirmation or applicable law.

13.3.3 Supplier may terminate any related order if termination of the affected order or Services makes continued performance of that related order technically, commercially or legally unreasonable.

13.4 Effects of Expiration or Termination

13.4.1 Upon expiration or termination of an order or Services:

- (a) all access rights, use rights and licences relating to the affected Services and any related Materials shall end;
- (b) the Customer shall immediately cease using the affected Services and Materials;
- (c) Supplier may disable any related Accounts, login details, access credentials, Software keys, tokens and access to the affected Services; and
- (d) the Customer shall return or, at Supplier's instruction, destroy any Supplier-owned Equipment, Materials,

Documentation, Software keys, tokens or other items relating to the affected Services.

13.4.2 All accrued fees, charges, committed costs and non-cancellable amounts shall become immediately due and payable. If Supplier terminates Services provided on a continuous or recurring basis due to the Customer's breach, all fixed or recurring fees for the remainder of the then-current Term shall also become immediately due and payable. Prepaid fees are non-refundable, except that, if the Customer validly terminates due to Supplier's uncured material breach, Supplier shall refund prepaid recurring fees attributable to the period after termination, subject to Supplier's rights of set-off and the limitations and exclusions of liability under the contract.

13.4.3 During the Term, the Customer may use any standard Customer Data export functionality made available by Supplier. Following expiration or termination, Supplier shall provide access to or export of Customer Data only to the extent stated in the Order Confirmation, technically available as part of the Services or required by applicable law. Any additional extraction, conversion, migration or transition assistance shall be subject to Supplier's resource availability, a separate order and Supplier's then-current rates and expenses.

13.4.4 Following expiration or termination, Supplier may restrict the Customer's access to Customer Data and, after thirty (30) days, delete Customer Data from active systems and schedule its deletion from backup systems in the ordinary course. Supplier may retain Customer Data to the extent required by applicable law, for legitimate record-keeping, for the establishment, exercise or defence of claims, or as otherwise permitted under the contract. Supplier may retain and use anonymized or aggregated data and data lawfully retained for research, development and improvement purposes, subject to applicable law and confidentiality obligations.

13.4.5 Each Party shall, upon request, return or destroy the other Party's Confidential Information relating to the affected Services, except for copies retained as required by applicable law, for bona fide internal compliance or for the establishment, exercise or defence of claims. Any retained Confidential Information remains subject to the confidentiality obligations under the contract.

13.4.6 At the Customer's request, Supplier may provide reasonable transition assistance, subject to Supplier's resource availability and the Parties agreeing a separate order. Such assistance shall be charged on a time-and-materials basis at Supplier's then-current rates, plus expenses.

13.4.7 Expiration or termination of one order does not affect any other order, unless Supplier terminates that other order under clause 13.3.3 or the Parties otherwise agree in writing.

13.4.8 Expiration or termination is without prejudice to any rights and claims accrued before its effective date. All remedies under the contract, including termination and suspension, are cumulative and not exclusive, except where these Services GT&Cs expressly provide an exclusive remedy.

13.4.9 Clauses concerning fees and payment, confidentiality, intellectual property, data rights, warranty

exclusions, limitations and exclusions of liability, indemnification, governing law, dispute resolution and any other provisions which by their nature are intended to survive shall survive expiration or termination.

14. Force Majeure

14.1. "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party that is not attributable to that party and that prevents, impedes or delays the performance of any of its obligations under the contract. Force Majeure Events include, without limitation, events or circumstances directly or indirectly affecting the Supplier, its Affiliates, subcontractors, suppliers, hosting providers or other material service providers, including: (a) acts of nature, natural disasters, extreme weather conditions, floods, fires, explosions, earthquakes or other catastrophes; (b) epidemics, pandemics or public health emergencies; (c) war, invasion, hostilities, armed conflict, mobilisation, terrorist threats or acts, riots, civil unrest, insurrection or sabotage; (d) sanctions, blockades, trade embargoes, import or export restrictions or other acts or omissions of governmental or regulatory authorities; (e) national, regional or industry-wide strikes, labour stoppages, slowdowns or other industrial disturbances not limited to the personnel of the affected party; (f) cyberattacks, cyber incidents, failures of telecommunications networks, internet services, data centres, cloud infrastructure, utilities or other critical infrastructure; (g) the unforeseen total or partial closure of factories, sites, buildings or other facilities; (h) shortages of or delays in obtaining components, materials, goods, services, energy, transportation or other resources necessary for performance; and (i) accidents or material disruptions in commercial or supply-chain activities.

An event or circumstance shall qualify as a Force Majeure Event only to the extent that its effects could not reasonably have been prevented or overcome by the affected party through commercially reasonable measures.

14.2. Relief: If and to the extent that the Supplier's performance is prevented, impeded or delayed by a Force Majeure Event: (a) the affected obligations of the Supplier shall be suspended for the duration and to the extent of the Force Majeure Event; (b) the Supplier shall not be deemed to be in breach of contract or otherwise liable for any failure or delay in performing the affected obligations; (c) any time for performance shall be extended by the duration of the Force Majeure Event and such additional period as is reasonably necessary for the Supplier to resume normal performance; and (d) any service levels, availability commitments, service credits, liquidated damages or other remedies relating to the affected obligations shall not apply for the duration and to the extent of the Force Majeure Event.

14.3. Allocation of resources: During a Force Majeure Event, the Supplier may allocate its available products, components, infrastructure capacity, personnel, support resources and services among its customers in its reasonable discretion. The Supplier shall not be required to procure replacement goods, services or capacity on materially less favourable terms or to incur material additional costs unless otherwise agreed in writing.

14.4. Notice and mitigation: The party invoking a Force Majeure Event shall notify the other party in writing, including by e-mail, without undue delay after becoming aware that the Force Majeure Event is likely to prevent, impede or delay performance. The notice shall, to the extent reasonably practicable, describe: (a) the nature of the Force Majeure Event; (b) the obligations affected; (c) the anticipated effect on performance; and (d) the expected duration of the Force Majeure Event.

The affected party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and shall provide reasonable updates regarding material developments. It shall notify the other party when the Force Majeure Event ceases to affect performance.

A failure or delay in giving notice shall not preclude reliance on this Clause 18, but the affected party shall not be relieved from liability to the extent that the other party demonstrates that it suffered additional direct loss solely as a result of that failure or delay.

14.5. Extended Force Majeure Event: If a Force Majeure Event prevents the performance of a material part of the affected Service for a continuous period exceeding three (3) months, either party may terminate the affected Service or confirmed Order by written notice with immediate effect.

Such termination shall not: (a) affect any rights, remedies, obligations or liabilities accrued before the effective date of termination; (b) give rise to any liability or obligation to compensate the other party for loss or damage resulting from the termination; or (c) affect any other termination right available under Clause 17. All amounts accrued and payable to the Supplier up to the effective date of termination, including any non-cancellable third-party costs properly incurred in connection with the affected Service, shall become immediately due and payable.

14.6. Payment obligations: Unless expressly agreed otherwise in writing, a Force Majeure Event shall not relieve the Customer from its obligation to pay: (a) amounts that accrued before the Force Majeure Event; (b) undisputed amounts for Services provided notwithstanding the Force Majeure Event; and (c) non-cancellable third-party costs or commitments expressly identified in the applicable confirmed Order. Recurring Fees attributable exclusively to a material part of the Service that the Supplier is unable to provide due to a Force Majeure Event shall be suspended for the corresponding period, unless the applicable confirmed Order provides otherwise.

14.7. Exclusions: The following shall not, by themselves, constitute a Force Majeure Event: (a) lack of funds or inability to make payment; (b) ordinary increases in costs, market-price fluctuations or changes in profitability; (c) shortages of personnel limited to the affected party's own workforce, except where caused by an otherwise qualifying Force Majeure Event; (d) failures resulting from the affected party's failure to maintain commercially reasonable business continuity, disaster recovery or security measures appropriate to its obligations; or (e) any event or circumstance caused by the wilful misconduct or gross negligence of the party seeking relief.

15. Miscellaneous

15.1. Overriding Mandatory Law

If any provision conflicts with overriding mandatory provision of applicable law of the place of performance or of a court with jurisdiction, such law prevails to that extent only, not invalidating other provision parts; all remaining provisions and remaining parts of provisions of these Services GT&Cs remain valid and in fully enforceable.

The court of jurisdiction is the competent court at the registered office of Supplier.

15.2. Assignment and Subcontracting

Neither party may assign or transfer any of its rights or obligations under this contract without the prior written consent of the other party, except that the Supplier may subcontract parts of its performance to Affiliates or other third parties, such subcontracting is provided with pass-through manufacturer/supplier warranties only; Supplier disclaims all other warranties to the maximum extent permitted by law.

15.3. Entire Agreement and Amendments

15.3.1. The contract concluded based on the Services GT&Cs constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or communications. Any amendments or modifications must be made in writing and signed by both Parties. Amendments or modifications in text form which are transmitted by or recorded on electronic media shall not automatically be equated with written and signed form, unless otherwise agreed.

15.3.2. If these Services GT&Cs reference other general terms and conditions of Supplier, these are available at www.komaxgroup.com/en/general-terms-and-conditions, in particular the General Terms and Conditions of Supplier apply for (i) all payment terms not expressly set out herein; and (ii) the sale and delivery of goods (e.g., spare parts), for the rest, delivery is governed by those terms.

15.4. Severability

If any provision of this contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the original intent as well as legal and economic effect.

15.5. No Waiver

Failure or delay by Customer to enforce any provision of the Services GT&Cs shall constitute a waiver of its rights and any single or partial exercise of any right shall preclude further exercise of that or any other right.

15.6. Notices (Written Form, Electronic Acceptability)

All notices under this contract shall be in writing and may be delivered by hand, post, or electronically (including email), provided that electronic notices are deemed received upon successful transmission unless proven otherwise.

15.7. Governing Law, Jurisdiction, Dispute Resolution

Customer and Supplier shall strive to settle any differences amicably and mutually, primarily.

The laws applicable at the registered office of Supplier is the exclusive applicable law. Explicitly excluded are the United Nations Convention on contracts for the International Sale of Goods (CISG) and conflicts of law.

Annex I: Additional Service-Specific Terms

The below Service-specific terms for certain Services performed by Supplier apply in addition to the above terms of the Services GT&Cs and may additionally limit the scope, performances, obligations, warranties and liability of Supplier and/or extend obligations and responsibilities of Customer.

1. Maintenance Services

1.1. Scope and Exclusions

1.1.1. Equipment not in scope: Equipment not confirmed in the Order Confirmation are not in scope; any Maintenance Services requested by Customer and performed during visits are charged separately.

1.1.2. Work not in scope: If during a maintenance visit, additional work outside the maintenance's scope is requested by the Customer, Supplier may either perform such work immediately; schedule it separately; or quote such work (subject to Customer's written order and written Order Confirmation of Supplier). For such work the respective terms and conditions of Supplier apply exclusively. Work not in scope is charged separately, unless covered by Standard Warranty or other contract.

1.1.3. Non-routine Repairs: Maintenance visits are scheduled; the number and type of scheduled visits is confirmed in the Order Confirmation; unscheduled interventions are billed separately unless expressly confirmed in the Order Confirmation (e.g. add-on for emergency calls). Corrective maintenance is not included.

1.1.4. Further Exclusions: Maintenance Services do not cover any damage caused by misuse, improper handling, unauthorized modifications, or operation outside the specifications provided by Supplier. Accidental damage, including but not limited to physical impact, liquid ingress, or environmental conditions beyond recommended limits, is excluded. Any repair or replacement required due to such damage shall be quoted and billed separately.

1.1.5. Unexpected breakdowns or major failures: Maintenance Services do not include corrective actions for unexpected breakdowns or major failures of Equipment, unless expressly confirmed in the Order Confirmation. Such events require separate intervention and will be quoted and billed individually. Emergency support may be available subject to additional charges and Supplier's availability.

1.1.6. Replacement of Wear Parts and Spare Parts: Only the replacement of original Wear Parts and Spare Parts of Supplier, as recommended by Supplier (e.g., in the operational manuals) is included. Non-original parts are not maintained or replaced. Customer may request Supplier to maintain or replace non-original parts (charged separately).

1.1.7. Consumables and Wear Parts beyond scope: Any Parts and Consumables not explicitly included in the maintenance scope and parts that wear out unpredictably or due to heavy use are excluded. Any replacement of such parts shall be billed separately if requested by Customer.

1.1.8. Upgrades: Performance or feature upgrades (like installing new modules or retrofits) are not covered by Maintenance unless explicitly stated. Only Maintenance of existing functionality is covered.

1.2. Customer Obligations

1.2.1. Spare parts availability at Customer's site: If agreed that Customer shall hold certain Spare Parts (or to provide parts if not included in Maintenance), Customer must have those parts available for Maintenance visits of Supplier (in particular, if those parts are Customer's own inventory).

1.3. Warranty

Warranty for Maintenance provided by Supplier is two (2) months unless otherwise confirmed in the Order Confirmation. For replaced parts the Standard Warranty according to the General Terms and Conditions of Supplier applies.

2. Warranty Extensions

Warranty Extensions apply only to Equipment specified in the offer and confirmed in the Order Confirmation and extend Supplier's Standard Warranty (according to the scope and terms of warranty in Supplier's General Terms and Conditions of Supply) for a limited period. If during the extended warranty term, the specified Equipment experiences a failure due to defects in materials or workmanship, Warranty Extensions include repair or replacement of parts and components. The scope of Services performed under Warranty Extensions might be limited or subject to other requirements set out by Supplier, as defined in these Services GT&Cs and as specified in the offer and Confirmed in the Order Confirmation.

2.1. Warranty Extension Periods

2.1.1. Warranty extension periods: Warranty extensions periods are minimum one (1) year up to a maximum of three (3) years, as specified in the offer. Warranty extension periods start after the Standard Warranty has expired. Warranty extensions are do not automatically renew.

2.1.2. Date of order: Warranty extensions must be ordered and confirmed by Supplier before the end date of the Standard Warranty. Any Warranty Extensions' contract concluded after the end date of the Standard Warranty are void (unless otherwise expressly agreed in writing both Parties).

2.1.3. Acceptance of Warranty Extensions: Before accepting a warranty extension requested or ordered by Customer, Supplier is entitled to inspect the Equipment to ensure that Equipment is in acceptable condition. Supplier may reject Warranty extensions requested or ordered by Customer at its sole discretion.

2.2. Handling and Scope

2.2.1. Diagnosis upon warranty claim: Supplier will diagnose the issue (on-site and/or remote diagnostics and/or at Supplier's site) and determine if the issue is covered by Warranty. Supplier's diagnosis result is decisive. For a valid warranty claim the following conditions must be fulfilled:

(a) The Equipment must be installed and used according to manufacturer's specifications and operating manuals/instructions;

(b) only authorized Spare Parts and Wear Parts and Consumables shall be used;

(c) Customer must keep a log of maintenance;

(d) any required Calibration or maintenance intervals must be adhered to; and

(e) any relocation of Equipment must be notified;

(f) Customer must inform Supplier promptly about any issues and shall not keep partially faulty Equipment in operation, if this could cause greater damage (subsequent damage might not be covered if Customer knowingly ignores an issue)

2.2.2. Repair or replacement: If Supplier's diagnosis result shows that an issue is covered by Warranty, Supplier performs necessary repairs or replacements in scope of the contract. Supplier is only obliged to perform repairs or replacements within reasonable limits and as long as economically feasible for Supplier.

2.2.3. Replacement of Equipment: If Equipment is severely damaged or needs extensive repair, which is deemed not feasible by Supplier, Supplier may choose to replace the entire Equipment at its sole discretion. Customer is not entitled to replacement of Equipment.

2.2.4. Replaced parts or Equipment: Replaced parts are either new or functionally equivalent to new. Supplier may use refurbished parts if they meet specifications at its sole discretion.

2.2.5. Location of performance: Supplier may decide at its sole discretion where Warranty Extension Services are performed (on site at Customer's site or Supplier's site), if not otherwise agreed.

2.2.6. Relocations or Reinstallations: For Relocation or Reinstallation a supervision by Supplier is required. Customer must inform Supplier prior to any relocation or reinstallation and Supplier must approve, otherwise the warranty may be voided. If Equipment is moved or reinstalled improperly by the Customer, defects and issues are not covered by Warranty Extension.

2.2.7. Labor and travel costs, and expenses: For on-site repairs covered by warranty, labor of Supplier is covered by the warranty. Extensive/unusual travel time and all travel costs/expenses are excluded, and Customer may be charged extra, unless otherwise confirmed in the Order Confirmation.

2.2.8. Shipping costs: If return-to-factory, Customer is required to ship at their cost and Supplier to return at their cost, unless otherwise confirmed in the Order Confirmation.

2.2.9. Other Warranty Extension Exclusions:

a) Consumables or Wear Parts are not covered under warranty (expected to be replaced as part of maintenance, which is the duty of Customer). Unexpected failures of Wear Parts do not entitle Customer to a warranty claim or other remedies.

b) Defects caused by improper maintenance, misuse or negligence by Customer or third parties.

c) Unauthorized Modifications or Repairs by Customer or third parties.

d) External Causes: Damage from external sources (e.g. accidents, natural disasters, electrical surges, operator error (like dropping the machine or a collision), or other external factors (pest damage, etc.)

2.2.10. Duration Limits: Warranty Extensions do not cover issues arising after the Term. Any defects notified after the Term of the Warranty Extension, including defects that occurred during the Term, are not covered by the Warranty Extension.

2.2.11. Costs: All costs that arise related to issues not covered under Warranty Extensions, entitle Supplier to charge Customer separately.

3. Calibration Services

3.1. Definition, Scope, and Deliverables

3.1.1. "Calibration Services" shall mean Calibration, Adjustment, and Verification as defined in the JCGM 200:2012 – International Vocabulary of Metrology – Basic and General Concepts and Associated Terms (VIM) (ISO/IEC Guide 99). These definitions take precedence over any conflicting interpretations unless otherwise expressly agreed in writing by both Parties.

3.1.2. Scope and Deliverables: Supplier calibrates/verifies the Quality Tools specified in the offer and/or confirmed in the Order Confirmation and issues, e.g.: Calibration label/status and certificate/report (including measured values, uncertainty, standards used, date/next-due).

3.1.3. Standards and Requirements: The Supplier shall perform Calibration Service in accordance with its internal quality policies and in conformity with the quality standards selected by the Supplier, unless otherwise confirmed in the Order Confirmation. The Customer shall specify if Calibration Service must be performed in accordance with a particular standard or Customer-specific requirements. Customer must provide such written requirements prior to Order Confirmation; late disclosures may result in additional costs or delays.

3.1.4. No Implied Certification: Supplier does not warrant or represent that Customer's facility, products, or quality management system achieve or maintain any certification; Supplier provides Calibration, Adjustment, and Verification only.

3.1.5. Changes: Supplier may adjust processes, Deliverables, and pricing on prior written notice; Parties will cooperate in good faith to implement adequate and reasonable arrangements.

3.2. Customer Responsibilities:

3.2.1. Access & Conditions: Customer shall provide timely access, safe working conditions, stable utilities/environment, and all Equipment, software keys, and documentation reasonably required.

3.2.2. Disclosure of Requirements: Customer shall promptly disclose all applicable Customer-specific requirements and details that are related or affect

Calibration Services. If omitted, Supplier performs to the baseline defined by Supplier.

3.2.3. Change Control: Customer shall inform Supplier if relevant standards or requirements change, may update procedures to maintain alignment with relevant standards. Material changes impacting fit-for-purpose shall be notified in advance.

3.2.4. Service Failure / Access: If Services cannot be completed due to lack of access, unsafe conditions, or missing information/tools, Supplier may invoice mobilization time and re-visit at standard hourly rates.

3.2.5. Intervals & Risk: Supplier may recommend Calibration/Verification intervals; Customer sets and owns the final intervals and bears the risk of deviations from Supplier's minimum recommendations.

3.2.6. Result and Follow-up: Supplier reasonably documents results of Calibration Services performed and adequately informs Customer. Customer is responsible for follow-up decisions and actions.

3.2.7. Records: Customer is responsible for accurate and compliant record keeping. Unless otherwise expressly confirmed in the Order Confirmation, Supplier may only maintain own records for the duration of the Term.

3.3. Use of Subcontractors

Supplier may subcontract performances to ISO/IEC 17025-accredited laboratories when internal capabilities cannot ensure traceability to national or international standards. Certificates issued by accredited laboratories will include the relevant accreditation mark. Supplier shall inform the Customer when subcontracting occurs and ensures that subcontracted Services meet the agreed quality requirements.

3.4. Audit Support

On reasonable notice and if confirmed by Supplier, Supplier may reasonably support Customer in demonstrating conformity. Supplier is not obliged to support audits of Customer or undergo third-party audits unless expressly agreed in writing, and any such audits are at Customer's cost. Audit support beyond Documentation provision will be charged at Supplier's standard hourly rates.

3.5. Warranty

Supplier warrants that Calibration Services are performed with reasonable skill and care and conform to standards expressly stated in the offer or Supplier Documentation. Customer remains solely responsible for its quality management compliance (including certification status, approvals, audits, and Customer-specific requirements adherence). Supplier is not liable for indirect or consequential damages arising from Calibration results.

3.6. Liability

Supplier is not liable for regulatory or third-party rejection where Customer neglected its responsibility to comply with requirements, to the extent permitted by overriding mandatory provision of applicable law.

4. Inspection Services

4.1. Scope

4.1.1. Inspection Services provided by Supplier include on-demand or annual on-site inspections by qualified technicians, which typically include a checklist-based examination of Equipment components to assess its condition. The specific scope and exact procedure for each Equipment is defined by Supplier (further information may be provided upon request).

4.1.2. Scope: The scope of Inspection Services is limited to inspection and recommendations and to the Equipment specified in the offer.

4.1.3. Exclusions and Limitations: Actual repairs or replacements are not included and may be charged separately to Customer; Supplier is not obliged to perform remedial work or perform the recommended actions as part of Inspection Services. Third-party components, certain systems requiring specialized inspections and/or third-party certification are excluded, unless expressly confirmed in the Order Confirmation. All excluded Services are subject to additional charges.

4.1.4. Standards and Requirements: Inspections will be carried out in accordance with relevant standards and requirements as defined by Supplier. Inspections by Supplier do not replace a statutory inspection. Special standards or requirements for inspections requested by Customer only apply if confirmed by Supplier; in such cases, Customer remains responsible for ensuring regulatory compliance.

4.2. Deliverables and Responsibilities

4.2.1. After each inspection, the Supplier will within reasonable time deliver an inspection report detailing the findings, including for example the following: a summary of the Equipment's condition, any observed defects or parts nearing end-of-life, test readings or measurements taken, and an overall assessment and related recommendations for maintenance or repairs, replacements, other Services, and any adjustments or upgrades, which Supplier deems as advisable. The inspection report reflects the condition at the time of inspection only.

4.2.2. Follow-up and implementation: Customer is responsible to act on recommendations and maintain the Equipment; failure to act on identified issues shifts responsibility to Customer. Supplier is not responsible for performing the recommended actions as part of the Inspection Services.

4.2.3. Documentation and Record: Supplier will keep records of inspections performed which can be provided to the Customer upon request. Supplier is only obliged to keep such records for the duration of the agreed Term.

4.3. No Guarantee/Warranty and Liability

4.3.1. Disclaimer: Inspection Services are limited to the agreed inspection scope and to the condition of the Equipment at the time of inspection. Even if Inspection Services are performed thoroughly, they do not constitute a guarantee or warranty that the Equipment will not fail or that all defects or risks will be detected or that the Equipment will achieve any particular future performance. Supplier will perform the Inspection Services with reasonable skill and care. However, some latent, intermittent issues,

future failures, issues occurring only under specific loads or operating conditions, issues appearing only at random times, or issues outside the agreed inspection scope may not be discoverable during a routine inspection may not be discoverable during a routine inspection.

4.3.2. Liability: Supplier is not liable for failures, losses, defects or risks that occur or arise between inspections, after completion of an inspection, outside the agreed inspection scope, or that were not reasonably detectable at the time of inspection. This does not exclude Supplier's liability to the extent a defect or risk was reasonably detectable within the agreed inspection scope at the time of inspection and was not identified due to Supplier's failure to perform the Inspection Services with reasonable skill and care. Any such liability remains subject to the limitations and exclusions of liability set out in these Services GT&Cs, except to the extent such limitations or exclusions may not be applied under overriding mandatory law.

5. Upskilling Service

5.1. Scope

5.1.1. Scope of Training: In general, Supplier will annually assess the skills and training needs of Customer's operators and maintenance staff (on-site observation and testing). Based on the assessment, Supplier will issue a training plan and deliver training via on-site courses and e-learning to the extent specified in the offer. Training content corresponds to Customer's installed Equipment and may be updated from time to time. Supplier may advise on training priorities and curricula for roles and new hires. The specific scope is defined in the corresponding offer and confirmed in the Order Confirmation.

5.1.2. Participation & Scope Limits: Included in the scope is the agreed number of on-site/off-site/online training days and the agreed number of trainees per year. Seats may be reassigned to replacements/new hires; in case of too many reassignments, Supplier may restrict reassignments at its sole discretion and charge Customer for additional trainees. Additional trainees, sessions, languages, or customized materials are charged extra. No-show and rescheduling within three (3) business days may be charged.

5.2. Training Delivery

5.2.1. Training Delivery: Supplier will deliver training in the language agreed. Sessions will be scheduled jointly to limit operational disruption. For on-site training, Customer provides a suitable room, Equipment access (if required), safety compliance, and basic audiovisual kits.

Travel and logistics are excluded unless otherwise stated in the offer; extraordinary costs require prior written approval.

Supplier will track progress and administer tests; summary results will be shared with Customer.

5.2.2. Access to Online Platform: Supplier grants a limited, non-exclusive, non-transferable right to access Supplier's online training platform to the specified Authorized Users of Customer during the Term. The number of Authorized Users is specified in the offer. Accounts are individual and may not be shared. Access ends at the end of the Term; Accounts are then deactivated.

5.2.3. Acceptable Use and Data: Customer will supply user details and ensures it has a lawful basis to disclose employee data. Supplier will process such data solely to deliver the Services, per the applicable data privacy terms of Supplier. Users must follow the platform's acceptable use policy/terms of use. No copying, downloading, redistributing, or making available to third parties. Supplier may update platform features and content.

5.2.4. Certificates & Records:

Supplier will issue a certificate of completion to trainees who complete the prescribed curriculum and assessments. Certificates are Supplier credentials, not public or regulatory accreditations.

Supplier may maintain training logs and platform records; Customer may access trainee lists, attendance, and test outcomes.

5.2.5. Availability: Supplier will use reasonable efforts to keep the platform available (excluding planned maintenance and events beyond reasonable control).

5.2.6. Remedies: Supplier's sole obligation for non-conforming training is re-performance or reasonable work-around; fee credits/refunds only if stated in the offer.

5.3. Site Safety: Customer remains responsible for workplace safety and supervision of its personnel during hands-on training.

5.4. Non-solicitation: Customer will not solicit or hire Supplier's training staff involved in the Services during the Term and for six (6) months after, without Supplier's consent.

5.5. Content and IP: All training materials, curricula, videos, manuals, slides, software, and know-how remain Supplier's IP. Customer receives a limited, internal-use license for its employees' training during the Term. Further use, such as external training, publication, distribution, or derivative works is allowed without express written consent by Supplier. Physical or digital training aids are loaned for the session unless expressly delivered for retention. Customer's confidential information and process details disclosed during training remain Customer's Confidential Information.

5.6 Training and Upskilling Services are intended to support the competence of Customer's personnel. Supplier does not warrant or guarantee any specific operational performance, efficiency improvement, error reduction, production result, certification, return on investment or other outcome. Results depend on, among other things, Customer's personnel, participation, internal supervision, work processes, continued practice and operation of the Equipment. If Training Services do not materially conform to the agreed training scope due to Supplier's failure to perform them with reasonable skill and care, Supplier's sole obligation is to re-perform the affected part of the Training Services or provide a reasonable work-around, unless otherwise required by overriding mandatory law. Nothing in this clause limits liability for intent, wilful misconduct, gross negligence, fraud, fraudulent concealment, death or personal injury, or other liability that cannot be limited under overriding mandatory law.

6. Optimization Services

6.1. Scope and Deliverables

6.1.1. Optimization Services are aimed at performance optimizations of specified Equipment, which may include: (a) continuous or periodic data-driven analysis of covered Equipment; (b) a defined number of scheduled on-site optimization visits per contract year; and (c) setup and enablement of a performance dashboard/visualizer, as specified in the offer and confirmed in the Order Confirmation.

6.1.2. Exclusions: Upgrades/retrofits, any parts replacement, maintenance, process changes outside the Equipment, training, and any on-site works beyond the defined visits, unless ordered separately. Due to the nature of Optimization Services, no outcome or savings guarantee can be given by Supplier.

6.1.3. Deliverables: Deliverables may include the following: (a) a plan for optimizations, including an agenda and targets for each visit agreed in advance; (b) post-visit report with observations, tweaks applied, recommendations, and tracked key performance indicators (e.g., OEE, throughput, reject rates); (c) access to a performance dashboard/visualizer for Authorized User Accounts for internal use during the Term; and (d) periodic reviews of available data with written findings or alerts where material anomalies are detected, as specified in the offer and confirmed in the Order Confirmation.

6.1.4. Where remote diagnostics, remote updates or optimization are provided, such Services are deemed Digital Services and governed by the applicable terms of the General Terms and Conditions for Digital Services of Supplier (available at <http://www.komaxgroup.com/en/general-terms-and-conditions>), prevailing in case of conflict.

6.2. Warranties of Supplier

6.2.1. Supplier warrants professional diligence and skill in performing Optimization Services. Supplier does not warrant specific performance results, unless expressly confirmed in the Order Confirmation.

6.2.2. Third-party tools or components (including dashboard/visualizer software) are provided with pass-through manufacturer/supplier warranties only; Supplier disclaims all other warranties to the maximum extent permitted by law.

6.3. Content & IP

6.3.1. Suppliers retain all IP in methods, software, and tools: Reports, recommendations, and configuration notes may embed Supplier know-how and templates. Supplier retains all IP in methods, software, tools, etc.

6.3.2. Customer's License: Customer receives a non-exclusive, non-transferable, internal-use license to: (a) use the dashboard/visualizer during the Term; and (b) use and store reports for internal operations.

6.4. Service Quality & Availability

6.4.1. On-site Visits: Visits are scheduled by mutual agreement; Customer shall provide machine time, qualified staff, and safe access.

6.4.2. Changes with Material Impact: Supplier will implement only minor, safe adjustments on site; any parameter changes with material production impact require Customer authorization.

7. Remote Support Service

7.1. Scope and Exclusions

7.1.1. Supplier supplies remote technical support, diagnostics, and guided troubleshooting for covered Equipment via defined communication channels (e.g. telephone, email) and optionally secure remote access.

7.1.2. A connectivity gateway (Device incl. hardware and/or software) enabling secure access is provided and may be installed by Supplier; it remains Supplier's property.

7.1.3. Exclusions: on-site repairs, Spare Parts, physical interventions, Customer network/internet provision, and third-party systems outside the covered Equipment, unless separately ordered.

7.1.4. Where remote diagnostics, remote updates or optimization are provided, such components are deemed Digital Services and governed by the applicable terms of the General Terms and Conditions for Digital Services of Supplier (available at <http://www.komaxgroup.com/en/general-terms-and-conditions>), prevailing in case of conflict.

7.2. Deliverables

7.2.1. Helpdesk access during Supplier's standard support hours on business days, unless otherwise expressly confirmed in the Order Confirmation.

7.2.2. Remote diagnostic sessions, configuration checks, and guided remediation steps; remote parameter adjustments only with Customer's contemporaneous authorization.

7.2.3. Available case records and session summaries upon request.

7.2.4. Device or gateway provisioning, configuration assistance, and firmware/security updates during the Term.

7.3. Warranties of Suppliers

7.3.1. Services are performed with reasonable care and skill; no warranty that every issue can be resolved remotely and timely.

7.3.2. The gateway and any third-party software are provided with pass-through supplier/manufacturer warranties only; Supplier disclaims all other warranties to the maximum extent permitted by law.

7.4. Content & IP

7.4.1. The gateway, remote tooling, and knowledge base are Supplier IP or licensed IP; no transfer of ownership or title.

7.4.2. Customer receives a non-exclusive, non-transferable, term-limited right to use the gateway and remote tooling solely to receive the Services. No modification, reverse engineering, or use after Term.

7.4.3. All logs and case notes created by Supplier are Supplier materials; Customer may use session summaries internally.

7.5. Service Quality & Availability

7.5.1. Support Hours: Supplier's standard support hours on usual business days, unless otherwise expressly confirmed in the Order Confirmation. Response times are

always on best-efforts basis and do not create any liability for Supplier.

7.5.2. Preconditions: Customer maintains (a) suitable internet connectivity; (b) required firewall/VPN egress; (c) powered and networked Devices; and (d) available trained operator to execute on-site steps.

7.5.3. Safety: remote actions that could move machinery or affect safety are executed only with Customer's explicit contemporaneous authorization and subject to machine interlocks.

7.5.4. Suspension: Supplier may suspend remote access for security reasons, legal requirement, or material non-payment, upon notice where practicable.

Annex III: Definitions

Account means the registration of the Customer (or Authorized User) for a Service or Digital Service, which is accessible by the Customer and Authorized Users with Login Details.

Adjustment means setting or altering an instrument or Equipment so that its indication error is within specified tolerances (definition based on the JCGM 200 - International vocabulary of metrology (VIM)).

Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party, by virtue of holding a controlling interest of 50% or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings.

Authorized Users means (i) employees of the Customer who are legitimately authorized by the Customer (via the Customer's Account) to access and use the Service for the Customer's internal business purposes and/or (ii) any natural person or legal entity legitimately authorized by the Customer or Supplier to access and use the Digital Service in accordance with these Services GT&Cs.

Background IP means Intellectual Property ("IP") owned or controlled by a Party before the Effective Date or developed outside the scope of the contract, and any non-substantial modifications thereof; it excludes IP specifically created under the contract.

Calibration means a rigorous, documented process comparing a measurement instrument to a traceable reference standard to quantify its error and measurement uncertainty (definition based on the JCGM 200 - International vocabulary of metrology (VIM)).

Cloud Services: means software functionality provided as an online service (including SaaS/PaaS/IaaS) via the internet, operated by or on behalf of the Supplier, including hosting, storage, processing and remote access; it excludes on-premises Software unless expressly stated.

Confidential Information means any non-public information disclosed by a Party or its Affiliates, in any form, that is marked or stated as confidential or that by its nature is confidential (including business, technical, financial, commercial and Customer Data), together with any copies, extracts, or derivatives thereof; Confidential Information does not include information that the recipient can demonstrate (i) is or becomes public without breach, (ii) is lawfully received from a third party without confidentiality duty, (iii) is independently developed without use of the other Party's Confidential Information, or (iv) was already lawfully known to the recipient without confidentiality duty; disclosures required by law or court order are permitted subject to prompt notice where legally possible.

Consumables means a type of wear part that is short-lived and requires frequent replacement to ensure the proper functioning of the equipment. These parts are typically not produced by Komax and are readily available in the market.

Customer Data means any data or information made available by Customer to Supplier or collected on Customer's behalf through the use of Equipment, Services, and Digital Services, including machine, production and quality data and, where applicable, personal data.

Deliverables means any tangible or intangible work product to be delivered by Supplier under the contract, including reports, configurations, drawings, software builds and Documentation, as specified in the Order Confirmation.

Device means a product that is a physical device provided or otherwise made available, wholly owned, or branded by Supplier which gathers and/or may generate data through embedded sensors or otherwise, where such data is accessed, stored, or processed by the Digital Service.

Digital Service means each online or other connected Service made available by Supplier by electronic means to the Customer and its Authorized Users, including, but not limited to, Cloud Services, software, web and mobile applications, platforms, cloud infrastructure, Portals, connected services, remote support functionalities, analytics, monitoring and reporting tools, data processing and visualization services, workflow and process execution solutions, training and learning platforms, digital ordering and self-service functionalities, and/or the use of Software provided by Supplier.

Documentation means technical or supporting documentation provided with or made available to the Customer in relation to Equipment, Services, Software or Digital Services (e.g., manuals, instructions, technical specifications, drawings, data sheets and release notes)

Effective Date means the date on which the contract enters into force, as stated in the contract or, if not stated, the date of Supplier's Order Confirmation.

Equipment means the machinery, devices, modules and accessories supplied by Supplier under the contract, as specified in the Order Confirmation; Software is excluded unless expressly included.

Foreground IP means any IP rights first conceived, developed, authored or reduced to practice by Supplier (or its subcontractors) in the course of providing Services and/or Digital Services. Foreground IP excludes (i) Background IP of either party, (ii) Customer Data, and (iii) any third-party IP. Ownership of Foreground IP vests in Supplier. Supplier may grant Customer a non-exclusive, worldwide, royalty free, non-transferable and non-sublicensable license to use Foreground IP during the duration of the contract and solely to the extent necessary to receive and use the Services and/or Digital Services and the deliverables as agreed.

IP means all intellectual property rights worldwide, registered or unregistered, including patents, utility models, designs, copyrights (including in Software), database rights, mask works, trademarks, trade secrets and know-how, and applications and rights to apply for any of the foregoing. IP may include Foreground IP and Background IP.

Komax Group Company means an entity that is part of the Komax Group, i.e., an entity which is directly or indirectly controlled by Komax Holding AG, Switzerland, by virtue of holding a controlling interest of 50% or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings.

Manufacturing Execution System means a comprehensive, multi-layer software system designed to monitor, control and document manufacturing processes in real time - from raw materials to finished products (e.g., 4WIRE CAO)

On-Demand Services mean a type of service performed upon an individual Customer request as a one-time engagement and are not provided on a continuous or recurring basis. On-Demand Services do not renew automatically.

Order Confirmation means Supplier's written confirmation of an order; it specifies the binding scope, price, delivery and applicable terms and has precedence over conflicting Customer documents, unless Customer - after receipt of the Order Confirmation and within the time specified therein - expressly specifies and rejects the conflicting provisions in writing.

Parts mean a component or piece that, when combined with others, forms a complete assembly, machine or system (mechanical, electrical, or electronic). In the Komax Group product hierarchy, parts are divided into Wear Parts, Spare Parts, Set Parts and Accessories Parts.

Portal means an online portal or platform provided by Supplier and accessible by the Customer and its Authorized Users at the web address notified by Supplier.

Quality Tools mean devices supplied or specified by Supplier to monitor, analyse and verify wire processing quality parameters.

Release means a modified (a limited improvement or extension of the existing functionality has taken place) or successive (largely new or modified functionalities, made available under their original name or a new name) version of (certain parts or functionalities of) the Service or Digital Service.

Services means the services activities and performances rendered by Supplier to Customer, as confirmed in the Order Confirmation.

Software means all computer programs (which may include mobile and web applications) provided (or given access to) by Supplier (including machine firmware, applications and cloud components) as part of or in connection with Services and/or Digital Services, including any modifications, updates, upgrades, new versions or releases and derivative works to any of the foregoing as well as any related documentation, but excluding Third Party Software. Software is licensed, not sold.

Spare Parts mean mechanical or electrical component used to replace original parts in equipment that have become worn out, damaged, or defective. These parts are essential to ensure the proper functioning of the equipment. Spare Parts are exclusively defined in the corresponding equipment manual or documentation.

Standard Warranty means Supplier's standard warranty applicable to Equipment and/or Services as set out in these Services GT&Cs (for Services) or the respective General Terms and Conditions of Supply (for goods).

Term means the duration of the contract from the Effective Date until expiry or termination in accordance with the contract.

Verification means the process of confirming that an instrument meets the specific requirements for its intended use (definition based on the JCGM 200 - International vocabulary of metrology (VIM)).

Wear Parts mean Parts that come into contact with customer materials and will wear over time when used according to its intended purpose. It is replaced in regular cycles (e.g., transport belts, encoder roll, guide tubes, blades, wire gripper, pin, insertion tooling).