

General Terms

for ASL-contract works



This document was written in plain language

These General Terms and Conditions apply to all CONTRACTS for ASL contract works on automation machines that an STIWA company enters into with a CUSTOMER. Currently, these include Small Integration, System Relocation, or Retrofit

1. Services Provided by STIWA

1.1. Scope of ASL Contract Works

STIWA will perform the ASL contract works selected in the offer on the agreed-upon automation machine and at the agreed-upon locations by the agreed-upon implementation date. The ASL contract works to be provided are specified in the offer. The detailed works description in the offer clarifies the general descriptions set forth below.

1.1.1. Small Integration

Small integration involves integrating new technologies, components, or additional functions into an existing automation machine (for example, the installation of a camera inspection system). The Small Integration is carried out in the following steps:

- In **the first step**, STIWA plans the desired small integration for the automation machine and coordinates the plan with the CUSTOMER.
- In **the second step**, STIWA designs the modifications and delivers the necessary parts to the CUSTOMER.
- In **the third step**, STIWA performs the installation and commissioning.
- In **the fourth step**, final acceptance and a closing meeting take place.

1.1.2. System Relocation

System relocation involves moving an existing automation machine from one location to another. The System Relocation is carried out in the following steps:

- In **the first step**, STIWA conducts a performance test at the current location—either on-site or remotely—to assess the current state of the machine. In particular, the OEE, cycle time, and quality metrics (ratio of in-order (IO) to not-in-order (NIO) parts) are measured and recorded. The values determined during this process serve as the reference values for final acceptance. If agreed upon in the offer, STIWA will also perform an inspection and maintenance following the performance test.
- **The second step** involves the disassembly and dismantling of the automation machine.
- In **the third step**, transport to the new location is normally handled by the customer. The customer bears the risk and costs for this, unless otherwise agreed upon in the offer.
- In **the fourth step**, the machine is reassembled at the new location and commissioned.
- In **the fifth step**, final acceptance is conducted via a repeat performance test, followed by a closing meeting.

1.1.3. Retrofit

A retrofit involves replacing components that have reached the end of their life cycle (end-of-life components), along with the associated control system. The goal of the retrofit is to ensure the continued availability of the automation machine. The Retrofit is carried out in the following steps:

- In **the first step**, STIWA delivers the components agreed upon in the offer, along with the associated control system.
- In **the second step**, STIWA conducts a performance test on-site at the existing location or remotely to assess the current status. In particular, the OEE, cycle time, and quality metrics (ratio of “in-order” (IO) to “not-in-order” (NIO) parts) are measured and recorded. The values determined during this process serve as the reference values for final acceptance. If agreed upon in the offer, STIWA also performs an inspection and maintenance following the performance test.
- In **the third step**, STIWA removes the existing components and installs the new ones.

- In **the fourth step**, the automation machine is configured and recommissioned using the jointly defined main types. STIWA refers to this as “free running of the main types.”
- In **the fifth step**, the final acceptance and the closing meeting take place.

The retrofit brings the automation machine up to the standard of the newly installed components. This does not entail an improvement in the automation machine’s previous performance data, and STIWA is not obliged to provide such an improvement.

1.1.4. Services Performed by the Customer

If, as set out in the offer, the CUSTOMER carries out the installation, reassembly or commissioning themselves as an exception, STIWA will provide support to the agreed extent – remotely, if requested. In this case, however, the CUSTOMER bears full responsibility for the works they carry out.

1.2. Final Acceptance

As part of the final acceptance, STIWA will verify whether the ASL contract works has been “*successfully completed*.” Upon successful completion, the ASL contract works is deemed accepted.

An ASL contract works is generally considered “*successfully completed*” when

- in the case of **Small Integration**, the integrated technology, component, or additional function fulfills the function described in the offer ;
- in the case of **a System Relocation**, the OEE, cycle time, and quality metrics at the new location return to the reference values determined during the performance test at the outset;
- in the case of **a Retrofit**, the OEE, cycle time, and quality metrics once again reach the reference values determined during the initial performance test;

The test results are documented in the assembly report. Upon successful testing, this report is signed by both CONTRACTING PARTIES.

If the ASL contract works cannot be “*successfully completed*” by the agreed-upon date, the next steps will depend on whether STIWA or exclusively the CUSTOMER is responsible for the outstanding issues.

- If STIWA is responsible for the reason, STIWA will specify what is still required for successful completion and by when it will be completed.
- However, it may be that the ASL contract works cannot be “*successfully completed*” solely because the CUSTOMER or a third party attributable to the CUSTOMER is responsible for the cause (for example, the CUSTOMER’S networks is unavailable). In this case, STIWA will notify the CUSTOMER of the outstanding issues and specify what is required on the part of the CUSTOMER or the third party attributable to the CUSTOMER to resolve them. The CUSTOMER has 14 days from the date of this notification to provide the necessary cooperation. STIWA will then endeavor to complete the ASL contract works within a further 14 days. This rectification process may be repeated no more than once. If, after these deadlines, a complete inspection or successful completion of the ASL contract works is still not possible and the reason for this continues to lie with the CUSTOMER or third parties attributable to the customer, then the ASL contract works shall be deemed “*successfully completed*” upon receipt of the completion notice. In this case, it is sufficient for the assembly report to be signed only by STIWA. In the notice of completion, STIWA shall refer to the specific CONTRACT, explain the reason for issuing the notice, and submit the assembly report along with explanatory comments on the outstanding issues. The CUSTOMER must acknowledge receipt of the notice within 10 days.

1.3. Warranty

1.3.1. Liability for Defects

STIWA is liable to the CUSTOMER for defects in the ASL contract works under the warranty only if

- the result deviates from what was agreed upon due to a demonstrable and reproducible error on the part of STIWA,

- this error already existed at the time of final acceptance, and (where applicable)
 - the ASL contract works does not function as agreed as a result.
- STIWA is not liable for defects

- that are minor,
- that only slightly impair functionality,
- that were not yet “inherent” within the meaning of the law at the time of final acceptance.

1.3.2. Duration and Scope of the Warranty

The warranty is valid for a period of 24 months, calculated from the date of delivery or final acceptance. If a defect occurs during this period, the CUSTOMER must notify STIWA's technical support in writing within the warranty period. In doing so, the CUSTOMER must comply with the obligation to inspect and report defects as set forth in Section 3.1.

1.3.3. Consequences of the Warranty

If a defect is alleged, STIWA will determine whether the defect is covered by the warranty and notify the CUSTOMER of the result. If irreparable damage is likely to occur during the time required for this examination, the CUSTOMER may instruct STIWA in writing to remedy the defect immediately.

If it turns out that no defect covered by the warranty existed, the CUSTOMER must pay STIWA's costs for the evaluation and the remedy.

If a defect covered by the warranty exists, STIWA will remedy it (at its discretion) either by repair or replacement. STIWA will do so within a reasonable period of time. If the CUSTOMER notifies STIWA of a production loss or production stoppage, STIWA will act as quickly as possible.

If STIWA is unable to remedy a defect covered by the warranty through repair or replacement even after two attempts, the CUSTOMER may instead demand a reasonable price reduction or rescind the CONTRACT.

1.4. Liability for Damages

If the CUSTOMER discovers damage, they shall notify STIWA thereof and comply with the requirements set forth under 3.1 [“Obligation to Inspect and Notify of Defects”].

- If STIWA caused damage through slight negligence, it shall only compensate for the damage to the ASL contract works itself (= damage resulting from a defect).
- If STIWA causes damage through gross negligence, it shall compensate for the damage up to a maximum of EUR 150,000; in any case, damages that are atypical for the contract and unforeseeable are excluded.
- If STIWA has caused damage intentionally, STIWA shall compensate for the damage to the extent provided by law.
- If STIWA has caused damage to a person through fault, STIWA shall compensate for the damage to the extent provided by law.

The CUSTOMER must assert its claim for damages against STIWA in court within one year of becoming aware of the damage. Regardless of when the CUSTOMER becomes aware of the damage, the CUSTOMER may in any case only assert the claim in court within 10 years of delivery or final acceptance. If either of these two time limits expires, the claim is barred by the statute of limitations.

The alleged degree of fault must always be proven by the CUSTOMER.

2. Requirements for the Provision of Contract Works

2.1. General Information on Prerequisites and Obligations to Cooperate

To ensure that the collaboration between STIWA and the CUSTOMER functions as effectively as possible, STIWA requires the CUSTOMER's support and cooperation. The CUSTOMER shall therefore provide the necessary cooperation as described in the CONTRACT and fulfill the required conditions. This shall be done at the CUSTOMER's own expense and risk.

If the CUSTOMER fails to fulfill their obligations to cooperate in a timely manner or fails to meet the required conditions in a timely manner, STIWA may temporarily suspend its works until the CUSTOMER has met the relevant conditions or fulfilled their obligations to cooperate. If this results in delays in the schedule, the CUSTOMER shall bear the resulting costs. The CUSTOMER must also reimburse STIWA for any additional expenses incurred as a result. The originally

agreed-upon deadlines shall be mutually agreed upon and adjusted in accordance with the CUSTOMER's cooperation.

2.2. Access to the Plant and the Automation Machine

ASL contract works are usually performed on-site. STIWA therefore requires access to the CUSTOMER's plant and to the relevant automation machines on the days services are provided. The automation machine must also be freely accessible at all points. In the case of a system relocation, this applies to both the previous and the new location.

2.3. Machine Ready for Operation and Production

The automation machine must be fully functional and ready for production for the ASL contract works provided by STIWA. For the ASL contract works to be performed properly, it must be possible to run the machine through all operating states. Furthermore, a sufficient number of test parts must be available. During this time, production is not possible until final acceptance.

2.4. Locations and Approvals for System Relocation

During the system relocation, the CUSTOMER shall ensure that the new location meets all requirements necessary for the reassembly and operation of the automation machine. These include, above all, a suitable and load-bearing installation area, the necessary connections for power and utilities, networks connectivity, and all required regulatory approvals. The CUSTOMER shall bear the costs and risk associated with this.

2.5. Permission for Photographic Documentation

Photographic documentation is required for the careful implementation of the ASL contract works. The CUSTOMER must expressly grant consent to this in the offer. STIWA warrants that the data generally does not constitute personal data or production or product quality data. STIWA will also use this data exclusively for the ASL contract works and in strict compliance with the confidentiality clause agreed upon in Section 5.2 [“Confidentiality”]. The CUSTOMER also has the option at any time to view the images at STIWA or to revoke their permission. If the CUSTOMER does not wish to grant comprehensive permission, the CONTRACTING PARTIES may alternatively agree in the offer that the photographic documentation is subject to approval by a designated representative of the CUSTOMER or is prohibited entirely.

2.6. Required Parts and Components

The CUSTOMER has purchased those parts and components that, according to the offer, are to be provided by the CUSTOMER and that are required for the implementation of the ASL contract works on the automation machine(s).

2.7. Usage Rights to the Software to Be Integrated

In the event that the option to integrate a new software version is selected, the CUSTOMER has acquired the license(s) for STIWA MANUFACTURING SOFTWARE or other third-party software required to implement the integration with the automation machine(s).

3. Customer's Obligations to Cooperate

3.1. Obligation to Inspect and Notify of Defects

The CONTRACTING PARTIES wish to clarify as soon as possible whether STIWA's contract works was performed properly. Therefore, the CUSTOMER shall carefully inspect the contract works immediately upon their completion. The CUSTOMER must notify STIWA's technical support via email of any defects or damages that come to light (even retrospectively) within a reasonable period of time. A period of 14 calendar days from the date the defect or damage could have been discovered is agreed upon as a reasonable timeframe. If the CUSTOMER fails to submit this notification in a timely manner, they forfeit any related claims arising from the warranty, liability of damages, or rescission due to mistake.

The CUSTOMER must provide a brief and clear description of what they believe to be the possible causes of the defect or damage. To this end, the CUSTOMER's notification must include at least the following points

- a detailed description of the defect or damage. In particular, the sequence of steps required to reproduce the defect.
- Description of possible causes of errors or damage from the CUSTOMER's perspective.

- Photos, and
- a list of all relevant software systems, including their versions (e.g., operating systems).

3.2. Customer Contact Person

The CUSTOMER must designate a central point of contact for the handling of ASL's contract works.

3.3. Works Areas, Auxiliary Equipment, and Resources

The CUSTOMER must provide the workspaces and other equipment and resources required for the ASL contract works.

3.4. Provision of the automation machine

The CUSTOMER must make the relevant automation machine fully available for the performance of the ASL contract works in order to enable the ASL contract works to be carried out. To this end, the CUSTOMER must also ensure that the necessary time slots are available for the ASL contract works.

3.5. Support Staff and Decision-Makers

The CUSTOMER must provide, at its own expense, the support staff required for the respective ASL contract works. Furthermore, the CUSTOMER must designate a contact person who is authorized to make decisions regarding the machine.

3.6. Adherence to Schedules

The CUSTOMER, in cooperation with STIWA, shall adhere to specific and defined deadlines and shall postpone or cancel them only for good cause. STIWA may invoice the CUSTOMER separately for any additional expenses incurred as a result of a postponement or cancellation caused by the CUSTOMER.

3.7. Rejected Parts

To ensure the proper execution of the ASL contract works, it may also be necessary to produce defective parts ("non-in-order parts" or "NIO" parts") as part of the ASL contract works. The CUSTOMER must provide all rejected parts required to simulate failure scenarios free of charge.

3.8. Special Supplies to Be Provided by the Customer

The CUSTOMER must provide, at its own expense, all energy supplies necessary for the performance of the ASL contract works. Likewise, any special protective clothing or special works equipment that may be required (e.g., clothing for working in a cleanroom, clothing for working in extreme heat or cold, or the CUSTOMER's own special tools) must be provided by the CUSTOMER.

3.9. Special Instructions

The CUSTOMER must fully inform STIWA's assigned personnel of the in-house rules at the respective facility and disclose any circumstances relevant to employee safety.

3.10. Data Backup and Recovery

The responsibility for proper and ongoing data backup and recovery lies with the CUSTOMER. In any case, the CUSTOMER must back up its data in such a way that, in the event of an unintended change or deletion, it can be restored with reasonable effort. The CUSTOMER must perform a sufficient data backup before STIWA performs the ASL contract works.

3.11. Other Forms of Cooperation

The CONTRACTING PARTIES may agree on additional cooperation in the offer based on the individual situation or specify the existing terms in greater detail.

4. Consideration by the Customer

4.1. General Information on Prices

Unless STIWA expressly states otherwise, all prices shown are net prices. In addition, any applicable sales tax and other applicable charges of any kind (e.g., taxes, customs duties, fees) shall be borne by the CUSTOMER.

4.2. Hourly Rate Based on Actual Time and Effort

The CUSTOMER must pay an hourly rate based on actual time and materials for the ASL contract works. Time is tracked to the minute. The agreed-upon hourly rate is specified in the current offer.

4.3. Travel Expense Allowance

If a provision regarding a flat-rate travel allowance already exists, it shall apply. Otherwise, travel expenses (primarily mileage allowance, flight and taxi surcharges, per diem, and lodging costs) will be invoiced on a time-and-materials basis.

4.4. Tax Clause

4.4.1. Fees

Fees invoiced to the CUSTOMER for the provision of services under this CONTRACT are exclusive of any taxes and other levies that may be imposed in the CUSTOMER'S country of residence in connection with the performance of this CONTRACT, which are incurred pursuant to the legal provisions of the CUSTOMER'S country of residence, including tax and levy laws, regulations, and administrative directives.

4.4.2. Reduction of Fees

If a tax or other levy as defined in Section 4.4.1 is actually levied in the CUSTOMER'S country of residence, the CUSTOMER agrees to bear the economic burden of such tax or levy so that the compensation payable under this AGREEMENT is not reduced by such taxes or other levies ("tax gross-up").

4.4.3. Documentation of Tax Status

The CUSTOMER'S obligation to bear the economic burden of the taxes or other levies referred to in Section 4.4.1 is not limited to taxes and levies that are to be withheld by the CUSTOMER by way of withholding tax and remitted directly to the tax authorities. If a tax or other levy to be borne by the CUSTOMER can be eliminated or reduced through documentation of STIWA's tax status, STIWA agrees to provide the CUSTOMER with appropriate and reasonable documentation. This also applies to applications submitted to authorities. However, the provision of such documentation and the filing of applications are unreasonable for STIWA, particularly if this would result in a departure from its previously practiced business policy.

4.5. Prohibition on Set-off

The CUSTOMER may not set off any claims against STIWA against its own counterclaims of any kind.

5. General Provisions

5.1. Distinguishing from Other Services

The following services are not included in the ASL contract works:

- any system integrations or optimizations of the automation machine that go beyond the scope of services described in the offer;
- performing data backups or restoring data;
- support for automation machines and STIWA Manufacturing Software;
- maintenance of STIWA Manufacturing Software;
- inspection and maintenance of automation machines, unless expressly agreed upon in the offer;
- the download and installation of new software versions, service packs, or hotfixes, unless this is expressly agreed upon as an option;
- Training of any kind;
- transportation of the automation machine, unless this is to be carried out by STIWA as specified in the offer;
- construction works and the installation of connections for power and utilities at the new location;
- Disposal of the removed components;

5.2. Confidentiality

All information disclosed by either CONTRACTING PARTY in connection with the preparation or performance of this CONTRACT, or that becomes accessible to a CONTRACTING PARTY as a result thereof, is confidential ("CONFIDENTIAL INFORMATION"). This applies regardless of whether the CONFIDENTIAL INFORMATION is disclosed in writing (e.g., in emails or documents), orally (e.g., in a meeting or over the phone), visually (e.g., in a presentation or video), or in any other form (e.g., electronic data).

The receiving CONTRACTING PARTY must keep the CONFIDENTIAL INFORMATION secret. It may use it only for the performance of this CONTRACT. This means, in particular, that it may disclose the

CONFIDENTIAL INFORMATION only to those persons who need this information for their activities in connection with this CONTRACT.

Unless the CONTRACTING PARTIES have agreed otherwise, a CONTRACTING PARTY may disclose CONFIDENTIAL INFORMATION to a third party (such as a subcontractor) only if it is necessary and appropriate for the collaboration under this CONTRACT (the “need-to-know” principle). The disclosing CONTRACTING PARTY must require such third parties in writing to maintain confidentiality and refrain from exploiting the CONFIDENTIAL INFORMATION in accordance with this Contract, unless these obligations already exist by law or under an existing (employment) contract. An affiliate of a party to this Contract shall not be considered a “third party” if it has been obligated by the affiliated CONTRACTING PARTY to maintain the same level of confidentiality.

The following information is excluded from the provisions of this section 5.2 [“Confidentiality”]

- that was already known to the receiving CONTRACTING PARTY prior to receiving the information for the first time from the disclosing CONTRACTING PARTY;
- information that was expressly designated or marked as non-confidential at the time of disclosure or that is by its very nature obviously non-confidential;
- information that was already publicly known at the time of disclosure or that became publicly known as a result of the disclosure, without this being attributable to a breach of a confidentiality obligation by the receiving CONTRACTING PARTY or any other person;
- information that a CONTRACTING PARTY has received in good faith from another party who itself has no corresponding confidentiality obligation toward the disclosing CONTRACTING PARTY; or
- that must be disclosed pursuant to applicable laws or by order of a court or government authority.

5.3. Data Protection

The CONTRACTING PARTIES undertake to comply with applicable data protection laws. Accordingly, for example, when providing support as part of the ASL contract works, it may also be necessary to enter into a data processing agreement in accordance with Article 28 of the GDPR. In this case, the data protection officers of THE CONTRACTING PARTIES will coordinate with one another and prepare the necessary documents. The CONTRACTING PARTIES will then sign these documents as required by data protection regulations.

If STIWA engages (sub)contractors, it will first ensure the following conditions are met:

- STIWA will obtain the CUSTOMER’s written approval for this.
- STIWA will then enter into data processing agreements with the (sub)contractors.
- (If the (sub)contractor is established in a third country that does not provide an adequate level of data protection, STIWA will also enter into standard contractual clauses with them in accordance with Article 46 of the GDPR.

6. Final Provisions

6.1. Requirement for Written Form

If the CONTRACTING PARTIES agree to amend or supplement the CONTRACT or any of its appendices, they shall immediately put such amendments or supplements in writing and sign them for documentation purposes.

6.2. Severability Clause

If any individual provisions of this CONTRACT are deemed invalid or become invalid due to a change in the law, the CONTRACT shall nevertheless remain valid with respect to the remaining provisions. The CONTRACTING PARTIES shall then, as soon as possible, replace the invalid provision with a new agreement that is valid and best reflects the economic intent.

6.3. Governing Law and Dispute Resolution

This CONTRACT and all non-contractual claims, rights, and obligations arising therefrom shall be governed exclusively by Austrian substantive law. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules of private international law is hereby excluded.

If the CUSTOMER has its principal place of business in the EU, all disputes between the contracting parties arising out of or in connection with this CONTRACT shall be settled exclusively by the court having jurisdiction over Attnang-Puchheim, Austria.

If the CUSTOMER has its principal place of business outside the EU, all disputes between the CONTRACTING PARTIES arising out of or in connection with this CONTRACT shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with those Rules. The language of the arbitration proceedings shall be English, and the place of arbitration shall be Vienna, Austria.