

General Terms

for the Ad Hoc Inspection of Automation Machines

These General Terms apply to all CONTRACTS for the Ad Hoc Inspection of automation machines that an STIWA company enters with a CUSTOMER, provided that no inspection contract (for the recurring annual inspection) is in effect.

1. STIWA Services

1.1. One-Time Inspection

1.1.1. Scope

STIWA inspects every of the agreed STIWA automation machines on-site at the CUSTOMER on a one-time basis. STIWA does not owe any specific work success, but only careful efforts by professionally qualified personnel. The Inspection includes the following activities concerning the respective automation machine:

- Observation and recording of topics among the operating personnel
- Assessment of the general condition and the basic system
- Assessment of the condition of the mechanical components,
- Assessment of the condition of the electrics,
- Assessment of the condition of the pneumatic,
- Assessment of the condition of the STIWA Manufacturing Software if necessary
- Documentation of the condition of the machine and the evaluation (Inspection result list) and final discussion
- Preparation of a suggestion for further maintenance measures

The Inspection includes the STIWA automation machines listed in the offer under section 2. ["Description for the Ad Hoc Inspection"] at the mentioned sites of the CUSTOMER.

1.1.2. Processing

The planned date for the one-time Inspection is communicated to the CUSTOMER by STIWA in advance. The planned date is then fixed with the CUSTOMER or jointly changed at the CUSTOMER'S request and thus made binding. The CUSTOMER shall plan and create the required capacities for this.

STIWA's Inspection personnel travels to the location agreed on in the offer at the agreed date, so Inspection can be carried out in time. Inspection is done based on an Inspection list that is individually adapted to the CUSTOMER but has already been maintained and continuously improved for decades. The condition of the automation machine is recorded, analyzed, and evaluated. An Inspection result list including maintenance suggestions (=Material List) is developed and a final discussion with the CUSTOMER is held.

The Inspection personnel shall act exclusively as personnel of STIWA. They are not integrated in the CUSTOMER'S operation in terms of organization. They are exclusively subject to the official and technical supervision of STIWA and are not bound by any instruction of the CUSTOMER. The Inspection personnel mainly use equipment from STIWA to perform their tasks.

1.1.3. Objective

The objective of the Inspection is a condition evaluation of the automation machine and to create a basis for further maintenance measures to avoid machine standstills. The possible measures that can be obtained by STIWA are divided in three categories, depending on the CUSTOMER'S cooperation.

	Maintenance for Do-It-Yourselfers	Maintenance for Those Who Participate	Maintenance for Efficiency Enthusiasts
Contents	Maintenance work is performed by the CUSTOMER	Maintenance is performed partly by STIWA and partly by the CUSTOMER	Maintenance is performed by STIWA
	Materials are procured through STIWA's EVR-Parts Sales	Materials are procured through STIWA's EVR-Parts Sales	Materials are procured through STIWA's EVR-Parts sales
Legal requirement	Separate contract (offer + purchase order) based on the results of the inspection		
Billing		Maintenance work: Billed on a time-and-materials basis using agreed-upon hourly rates	Maintenance work: Billing based on actual time and labor at agreed-upon hourly rates
	Materials: as per the EVR-Parts list	Materials: as per the EVR-Parts list	Materials: as per the EVR-Parts list

1.2. Warranty for Inadequate Services

The law does not provide a warranty for services where, as with Inspection, pure effort is owed. STIWA therefore endeavors to provide services with great care. In the unexpected case that, despite these efforts, the CUSTOMER views a service as unsatisfactory, then the CUSTOMER may assert a claim within the scope of point 1.3 ["Liability for Damages"].

1.3. Liability for Damages

If the CUSTOMER discovers a defect, he/she shall inform STIWA about it, complying with the requirements in point 3.1 ["Duty to Inspect and Give Notice of Defects"].

When STIWA has caused damage due to slight negligence, no damage will be compensated.

If STIWA has caused damage through gross negligence, it shall compensate for the damage up to a maximum amount of EUR 150,000; damages that are non-typical for the CONTRACT and unforeseeable ones shall be excluded in any case.

If STIWA causes damage intentionally, STIWA shall provide compensation for the damage to the extent provided for by law.

If STIWA has culpably caused injury to a person, STIWA shall provide compensation for the damage to the extent provided for by law.

The CUSTOMER shall assert damage claims against STIWA by judicial process within two years from the date of knowledge of the damage. Regardless of noticing the damage, the CUSTOMER can assert his claim in court only within 10 years from the time of delivery. If one of the two periods expires, the claim is time-barred.

2. Inspection Requirements

The CUSTOMER must, at its own expense, ensure the following conditions are met for the inspection:

2.1. Access to the Plant and the Automation Machine

Inspection is done on site. Therefore, STIWA needs access to the CUSTOMER'S plant and the concerned automation machines on the days of Inspection. Furthermore, the automation machine must be easily accessible from all sides.

2.2. Delivery Status of the Machine

STIWA inspects the automation machine based on the delivery status. Only those machine parts and components are checked that the CUSTOMER has previously acquired from STIWA. The CUSTOMER shall keep proper records of other changes or additions at the machine for optimal and efficient Inspection. Furthermore, he should have properly carried out the regular maintenance required for the respective automation machine.

2.3. Machine Ready for Operation and Production

For the Inspection by STIWA, the machine must be fully ready for operation and production. At proper Inspection, it must be possible to guide the machine through all operating states. Furthermore,

check parts must be provided. During this time, production is severely restricted.

2.4. Permission for Picture Documentation

For careful implementation of the Inspection and subsequent maintenance service, a picture documentation is required. The CUSTOMER must expressly give his consent to this in the offer under section 2.2. ["*Permission for Picture Documentation*"]. STIWA ensures that this data is no personal data and no production or product quality data. STIWA will exclusively use this data for Inspection and repair works under strict compliance with the agreed confidentiality clause under point 5.3 ["*Confidentiality*"]. The CUSTOMER has the option to view the pictures at STIWA any time or to revoke his permission. If comprehensive permission is not desired by the CUSTOMER, the CONTRACTING PARTIES can alternatively agree in the offer under section 2.2. ["*Permission for Picture Documentation*"] that the picture documentation of the release is reserved to an employee of the CUSTOMER or completely prohibited.

3. Customer's Responsibilities of Collaboration

The CUSTOMER shall cooperate with STIWA's inspection within a reasonable scope and free of charge. This includes, in particular, the following topics:

3.1. Duty to Inspect and Give Notice of Defects

The CONTRACTING PARTIES wish to ascertain as soon as possible whether the service has been duly provided by STIWA. Therefore, the CUSTOMER will carefully check the service immediately after provision. Moreover, he/she must inform the technical support team of STIWA via e-mail within an appropriate period about any emerging defects or damages (also subsequently). A period of 14 calendar days from potential knowledge of the defect or damage is agreed as an appropriate period. If the CUSTOMER does not communicate the message in time, he/she loses the relevant claims from the title of compensation for damages and avoidance on account of mistake.

The CUSTOMER must provide a brief and plausible description of the error and indicate what they consider to be the possible causes of the error or damage. For this purpose, the notice given by the CUSTOMER shall include at least the following points:

- Detailed description of the error or damage. In particular, the process with which the error can be reproduced.
- Description of the possible causes of the error or damage from the CUSTOMER's point of view.
- Screenshots, and
- Disclosure of all software systems involved including versions (for example operating systems).

3.2. Contact Person of the Customer

The CUSTOMER shall appoint a central contact person for the handling of the Inspection.

3.3. Workspaces, Auxiliary and Machinery Material

The CUSTOMER shall provide the required workspaces and other auxiliary and machinery material for the Inspection.

3.4. Provision of the Automation Machine

The CUSTOMER shall fully provide the automation machine for the Inspection in order to be able to perform the Inspection. He must also create time capacities which are required for Inspection.

3.5. Auxiliary Personnel and Decision Maker

The CUSTOMER shall provide auxiliary personnel that is required for the Inspection. Furthermore, a contact person of the CUSTOMER must be announced who is authorized to make machine-related decisions.

3.6. Adherence to Deadlines

Together with STIWA, the CUSTOMER shall comply with specific and defined deadlines and only postpone or cancel due to an important reason. Any additional costs, which occur due to postponement or cancellation by the CUSTOMER will be charged separately from STIWA.

3.7. Reject Parts

To ensure data handling, it is also necessary to produce reject parts in the scope of the Inspection ("Not OK parts" or "NOK parts").

All reject parts required for provoking the breakdown scenario shall be provided by the CUSTOMER for free.

3.8. Special Provisions by the Customer

The CUSTOMER shall provide all supply energy required for the performance of the Inspection. Any required special protective clothing or special work equipment (e.g. clothing for working in a clean room, clothing for working in extreme heat or cold, special tools) shall be provided by the CUSTOMER.

3.9. Special Instructions

The CUSTOMER shall comprehensively inform the Inspection personnel about the house rules at the respective plant and disclose any circumstances relevant to employee protection.

3.10. Data Management and Restoration

The CUSTOMER is responsible for proper and ongoing data backups and data restores. In any case, the CUSTOMER shall back up their data in such a way that they can be restored with reasonable effort in the event of an unintended alteration or deletion. The CUSTOMER shall perform adequate data backups before the Inspection by STIWA.

3.11. Other Cooperation Responsibilities

Due to the individual Inspection situation, the CONTRACTING PARTIES can agree on further cooperations or specify the existing ones in the offer under section 2.3. ["*Further Cooperation Responsibilities*"].

4. Customer Duties

4.1. General Information on Prices

Unless STIWA expressly states otherwise, all prices quoted are net prices and in EURO. In addition, there are any statutory sales tax and other applicable charges of any kind (for example taxes, duties, fees).

4.2. Hourly Rate Based on Actual Time Spent

The CUSTOMER must pay an hourly rate based on actual time and materials for the ad hoc inspection. Time is tracked in one-minute increments. The agreed-upon hourly rate is specified in the respective offer and applies during STIWA's business hours.

4.3. Travel and Accommodation Expenses

If a policy regarding a flat-rate travel allowance already exists, it shall apply to the extent agreed upon. Otherwise, travel expenses (primarily mileage allowance, flight and taxi surcharges, per diems) and accommodation expenses (per diems, hotels, etc.) shall be billed at the agreed-upon rates as specified in the offer or, in the absence of such rates, based on actual expenses.

4.4. Tax Clause

4.4.1. Fees

Fees charged to the CUSTOMER for the provision of services within the meaning of this CONTRACT, are without deduction of taxes or other charges which may be levied in the CUSTOMER's state of residence and occur due to the laws of the CUSTOMER's state of residence including tax and charge laws of the regulations and administrative instructions.

4.4.2. Reduction of Fees

When a tax or other charge is actually levied in the CUSTOMER's state of residence within the meaning of point 4.4.1, the CUSTOMER is obligated to economically bear this, so the fee of the contract is not reduced due to these taxes or other charges ("tax gross-up").

4.4.3. Documentation of Tax Status

The CUSTOMER's obligation to economically bear the taxes or other charges designated in point 4.4.1 is not limited to taxes and charges which are to be withheld at the source as part of deduction and directly paid to the tax authorities. If a tax or other charge that is to be carried by the CUSTOMER can be removed or reduced by documenting the tax status of STIWA, it agrees on providing the CUSTOMER with appropriate and reasonable documentation. This also applies for applications to an authority. However, providing such a documentation and filing applications is unacceptable for STIWA, especially when this leads to a departure of its previously practiced business policy.

4.5. Prohibition of Set-Off

The CUSTOMER may not set off claims of STIWA with his/her own counterclaims.

5. General Conditions

5.1. Distinguishing from other Services

The following services are not included in the Inspection (but many of them can be requested and ordered as a separate service):

- Any kind of hardware modifications, type integration and optimizations;
- The performance of data back-ups or data restores;
- The support for automation machines and Manufacturing Software;
- The maintenance of Manufacturing Software;
- The maintenance service of automation machines;
- The download and installations of new software versions, service packs or hotfixes (this is a separate service and is not part of the Inspection);
- All types of Training;
- Services regarding machines that are not finished yet or not accepted yet;
- Inspection of modifications that the CUSTOMER has performed by himself;
- Inspection of third-party machines and externally acquired components.
- Annual inspection (requires a separate inspection contract)

5.2. One-time inspection

The ad hoc inspection is considered complete upon the completion of a single, comprehensive inspection of the agreed-upon automation machines.

5.3. Confidentiality

All information disclosed by one of the CONTRACTING PARTIES in connection with the preparation or implementation of this contract, or thereby made available to a CONTRACTING PARTY, shall be confidential ("CONFIDENTIAL INFORMATION"). This applies, regardless of whether the CONFIDENTIAL INFORMATION is disclosed in written form (for example in e-mails or documents), verbal form (for example in a meeting or on the phone), visual form (for example in a presentation or video), or in any other form (for example electronic data).

The respective receiving CONTRACTING PARTY must keep the CONFIDENTIAL INFORMATION secret and may only use it for the compliance of this contract. This means that he/she may disclose the CONFIDENTIAL INFORMATION only to those persons who need this information for their activities in connection with this contract.

Unless otherwise agreed by the CONTRACTING PARTIES, a CONTRACTING PARTY may only disclose CONFIDENTIAL INFORMATION to a third party (e.g. a subcontractor) if this is necessary and expedient for cooperation in the course of this CONTRACT (need-to-know principle). Should these obligations not already exist by virtue of law or an existing (employment) contract, the disclosing CONTRACTING PARTY shall oblige third parties in written form to maintain secrecy and to refrain from using the CONFIDENTIAL INFORMATION in accordance with this contract. A company of a CONTRACTING PARTY affiliated within the group is not deemed a third party if it has been obligated by the affiliated CONTRACTING PARTY to observe the same level of secrecy.

Information is excluded from the regulations of this point 5.3 ["Confidentiality"]

- information that was already known to the receiving CONTRACTING PARTY before first receiving the information from the disclosing CONTRACTING PARTY;
- information that was explicitly designated or marked as non-confidential at the time of disclosure, or is obviously non-confidential by its nature;

- information that was already public knowledge at the time of disclosure, or became public knowledge as a result of the disclosure, without being due to a breach of a secrecy obligation by the receiving CONTRACTING PARTY or a third party;
- information that was received in good faith by a CONTRACTING PARTY from a third party who does not have a corresponding secrecy obligation to the disclosing CONTRACTING PARTY; or
- information that is required to be disclosed by applicable law or the order of a court or governmental authority.

5.4. Data Protection

The CONTRACTING PARTIES undertake to comply with applicable data protection law. Accordingly, the conclusion of a processing contract in accordance with Art. 28 GDPR may also be required in case of Inspection. In this case, the CONTRACTING PARTIES shall agree on this and prepare the necessary documents. Afterwards, the CONTRACTING PARTIES will sign the necessary documents according to data protection.

If STIWA makes use of (sub)contractors, they shall meet the following requirements:

- STIWA shall obtain the written consent of the CUSTOMER for this purpose.
- STIWA shall thereupon conclude processing contracts with (sub)contractors.
- If a (sub)contractor is located in a third country that does not guarantee an adequate level of data protection, STIWA shall also conclude standard contractual clauses with them in accordance with Art. 46 GDPR.

6. Final Provisions

6.1. Written form Requirement

If the CONTRACTING PARTIES agree to any change or addition to this CONTRACT or any of its annexes, they shall immediately write it down and sign it for record.

6.2. Severability Clause

If individual rules in this CONTRACT are judged ineffective, or become ineffective due to a change in law, then this contract with its remaining rules shall still be effective. The CONTRACTING PARTIES should then, as soon as possible, replace the ineffective rule with a new agreement that is effective and best reflects the commercial intent.

6.3. Applicable Law and Dispute Settlement

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 UN 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 headquarters in the EU, all disputes between the CONTRACTING PARTIES arising from or in connection with this CONTRACT shall be settled exclusively by the court having jurisdiction for Attnang-Puchheim, Austria.

If the CUSTOMER has its headquarters outside the EU, all disputes between the CONTRACTING PARTIES arising from or in connection with this contract shall be settled in accordance with the arbitration rules of the international chamber of commerce (ICC) by one or more arbitrators appointed in accordance to these rules. The language of arbitration is English, the place of arbitration is Vienna, Austria.