General Terms and Conditions
Netstal Remote Support NRS

1   Preamble

Netstal Remote Support has been developed to reduce downtime - for example, as a result of breakdowns - and thereby further enhance the availability of Netstal injection moulding machines. The commensurate benefit of Remote Support is achieved by way of the following options:
- Remote diagnosis and instigation of measures
- Remote consulting in relation to programming and optimisation
- Central customer access to in-house machines

The present general terms and conditions for Netstal Remote Support define the technical and legal aspects of the Netstal organizations including their subsidiaries and agents, hereafter referred to as Netstal.

2   Netstal performance

2.1   Throughout the operating period specified, Netstal will effect connection to the nominated machine and process the case by no later than 1 hour following request by the customer. No responsibility is assumed for delays occurring as a result of breakdown, maintenance work or disruptions in connection.

2.2   The scope of performance includes:

- Acquisition and analysis of diagnosis data
- Task processing in dialogue with the customer (online)
- Instigation of corrective action (spare part provision, service, etc.)
The cost of any necessary spare parts, software updates (add ons) and provision of on site service is not included within the scope of performance.

2.3   The working hours refer in each case to the applicable local circumstances of the contracting Netstal organization. Adjustments may be effected due to local conditions. No responsibility is assumed for delays occurring as a result of breakdown, maintenance work or disruptions to connection.

2.4   Netstal injection moulding machines are equipped with an Ethernet interface and Remote Support software. The communication protocol UDP 1194 (standard) or TCP 443 is used to effect transfer.

2.5   At the request of the customer, central customer access can also be included in the Remote Support scope of performance. Normally, this will comprise one user package (1 x

administrator, 4 x customer users) and can be expanded by further packages according to need.

User package: by means of the user package, Netstal will provide the customer with access to in-house machines via the Internet.

3 Customer performance

3.1 Any networking of Netstal injection moulding machines and installations (hardware and software) to effect connection with the public network are the responsibility of the customer.

3.2 The decision to effect and maintain connection to or disconnect from Netstal is always incumbent upon the customer, whereby connection can be suspended simply by deactivating the Remote Support software or disconnecting the network plug.

4 Security and liability

4.1 Netstal will only effect connections as instructed by or following agreement with the customer.

4.2 Netstal will only carry out changes to controls and programming with the approval of the customer, whereby in the interests of ensuring efficient processing it is assumed that verbal approval is sufficient.

4.3 The customer is to ensure that connection is only effected where necessary and that it is disconnected when not in use, for example by deactivating the remote maintenance.

4.4 Netstal will be liable for damage to machines or moulds culpably occasioned by its employees while carrying out work within the scope of Remote Support. The liability for consequential damages is limited to damages caused deliberately and by gross negligence.

4.5 Netstal will handle in confidence all customer-specific data or knowledge arising in relation to Remote Support and will not forward such to third parties.

4.6 Where a user package is included in the scope of performance, the customer will be liable for any damage to machines or moulds culpably caused by its employees during work carried out within the scope of Remote Support. Where a user package is included in the scope of performance, Netstal will assume that the customer has ensured that only authorized customer employees are permitted access to Remote Support at any time and that details of such personnel are regularly updated, be it by means of communication to Netstal or through modification of access rights by the customer administrator. Any liability claims arising from damage to machines or moulds caused by unauthorised customer users will be wholly rejected by Netstal.

5   Validity of terms and conditions

The Netstal remote support terms and conditions are only valid as long as objects of the contract:

a)   are not removed to another location (country, plant)

b)   have not changed the owner/proprietor to outside the customer's concern combine

c)   are not definitively decommissioned

6   Applicable law/legal venue

6.1   This contract is exclusively subject to Swiss law.

6.2   Exclusive legal venue is Näfels / Switzerland.