



Your best choice

General Terms and Conditions

Remote maintenance connectivity

1 Preface

Netstal's remote maintenance connectivity was developed to enable various support teams around the world to connect to the machines. This allows downtimes to be reduced, for example due to faults, or support to be provided for technical application issues. This increases availability and optimises the application processes of Netstal injection moulding machines.

These General Terms and Conditions for remote maintenance connectivity and its use govern the technical and legal aspects of the Netstal organisations, including their subsidiaries and agencies, hereinafter referred to as Netstal.

2 Services from Netstal

- 2.1 Netstal provides the hardware requirements on the injection moulding machine that enable internal maintenance personnel, plant supervisors or Netstal support personnel to connect to the machine control system for support.
- 2.2 Netstal provides the software option on the injection moulding machine to actively and securely connect to the Netstal Data Hub from the machine control system via a software switch using an encrypted connection.

3 Exclusions from Netstal's services

- 3.1 The hardware and software requirements may change in the future. Therefore, the commercial terms and conditions are only valid at the time of purchase of the remote maintenance connectivity. Future upgrades or adjustments to the hardware or software that become necessary are not included in the original purchase price.
- 3.2 Services such as support for troubleshooting or assistance with technical application issues for process improvement as well as access for maintenance personnel and plant supervisors are not part of remote maintenance connectivity and can be purchased separately.

4 Services of the customer

- 4.1 The customer is responsible for the possible network connection of Netstal injection moulding machines to the public network.
- 4.2 The decision about the connection to the Netstal hub is always up to the customer and can be interrupted at any time simply by deactivating the software or removing the network plug.
- 4.3 In order for a connection to be established between the injection moulding machine and the Netstal hub, ports must be enabled by the customer's internal IT department. In addition, the network configuration of the machine must be set correctly.

5 Safety and liability

Security and liability in connection with the use of remote maintenance connectivity is governed by the following provisions.

- 5.1 Netstal undertakes to open connections only on behalf of or after consultation with the customer.
- 5.2 Netstal undertakes to intervene in the control system and programming only with the customer's consent. In the interests of efficient processing, it is agreed that verbal consent is sufficient.
- 5.3 Netstal undertakes to treat all customer-specific data or findings resulting from the remote connection as confidential and not to pass them on to third parties.
- 5.4 Netstal is liable for damage to machines and tools culpably caused by its employees during work within the scope of the remote connection. Liability for consequential damage is limited to damage caused intentionally or by gross negligence.
- 5.5 Netstal is not liable for damages caused by cybersecurity attacks or security breaches if these occur despite appropriate security measures, unless they result from gross negligence or wilful misconduct.
- 5.6 If the user discovers a security breach or suspicious malware, he is obliged to inform Netstal immediately in order to enable appropriate measures to be taken to investigate and rectify the incident.

6 Validity of the terms and conditions

6.1 General validity

- a) The services specified in the GTC apply from the time of purchase of the remote maintenance connectivity.
- b) The security and liability defined in the GTC apply as long as the machine is in operation and the remote maintenance activity is actively used.

6.2 Limitation of validity

The terms and conditions for remote maintenance connectivity no longer apply, or only apply to a limited extent, in the case of

Manipulation or technical modifications, e.g. if:

- a) The hardware or software of the machine is modified without the manufacturer's consent.
- b) Unauthorised third-party systems are connected to the machine, which impair safety or liability.

7 Applicable law / of jurisdiction

- 7.1 These GTC are subject exclusively to Swiss law.
- 7.2 The exclusive place of jurisdiction is Glarus, Switzerland.