

Terms and Conditions for the Repair Service Contract ("RSC")

Status: November 1, 2015

1 Siemens AG (hereinafter referred to as "Siemens") provides for the machine manufacturer and dealer (hereinafter referred to as the "Customer") at the installation site of the machine the services specified below under Scope of services for components from Siemens DF & PD contained in the parts list of the RSC Certificate.

The RSC is ordered by the Customer who states the required article numbers that can be obtained from the Siemens sales partners or found in catalogs and the Industry Mall. The Customer receives from Siemens a certificate of delivery, which thus signifies the conclusion of the RSC.

After the Customer has provided the final destination notification (see Sec. 7), Siemens sends the Customer an RSC Certificate (see Sec. 8) detailing the place of performance (see Sec. 2) and the service period (see Sec. 4).

The services to be provided by Siemens (see Sec. 3) are requested via a service order from the Customer. The service order must be submitted within the service period of the RSC (see Sec. 4). Services that are not covered by the RSC will be invoiced separately.

2 Place of performance

The specified service is provided at the installation site of the machine (hereinafter referred to as "on-site"). This corresponds to the country of the end customer and the latter's full address, as specified in the final destination notification. Services covered by this RSC shall only be provided in those countries named in the RSC Country List in the Industry Mall:

<https://mall.industry.siemens.com/mall/en/de/Catalog/Products/7500436?tree=CatalogTree&activeTab=product>

3 Scope of services

The following services are performed on components from Siemens DF & PD for the machine listed in the RSC Certificate.

(i) Provision of service personnel:

Siemens provides qualified personnel for the purpose of fault diagnostics and/or fault correction. The services are provided during the normal regional working hours in the country of installation.

(ii) On-site fault diagnostics:

Fault diagnostics applies to components from Siemens DF & PD as stated in the parts list in the RSC Certificate.

(iii) Fault correction on-site:

Fault correction is carried out by repairing and/or replacing defective components from Siemens DF & PD.

In the event of a machine standstill the response time specified for the Country group applies (see Sec. 9).

This service includes costs for repairing or replacing material, including any transportation and customs costs, working hours/traveling time, incidental travel expenses. This applies to components from Siemens DF & PD that were delivered by Siemens during the 12 months prior to the beginning of the

service period. In the case of parts subject to wear (e.g. motor bearings and fans or cables) replacements will be provided free of charge within 12 months of the beginning of the service period specified in the RSC Certificate, provided the parts have been used properly.

(iv) Documentation of the fault correction

A service report is prepared on-site in the language of the end customer and shall be signed by the end customer.

A copy of the report remains with the end customer.

4 Service period

The service period of the RSC begins on the date notified to Siemens in the final destination notification when commissioning has been completed at the end customer's site and ends on expiry of the selected RSC term. The beginning and end of the service period are stated in the RSC Certificate.

The service period of the RSC begins, however, no later than 12 months after the earliest delivery date of one of the components from Siemens DF & PD, specified in the parts list of the RSC Certificate, which the Customer has purchased from Siemens. No services will be provided if the selected term has expired.

5 Extension of an RSC

An RSC that has already commenced can be extended once by 6 or 12 months. The extension must be applied for during the service period of the RSC. The Customer is issued with a new RSC Certificate for this purpose.

6 Service exclusions

The following is not included in the services:

- (i) Complete motor spindles
- (ii) Services cannot be provided for wearing parts after the first 12 months of the service period.
- (iii) Machine commissioning or optimization
- (iv) Masonry work, metalwork, breaking work and other non-electrical work
- (v) Fault diagnostics and fault correction relating to faults that have occurred as a result of
 - non-compliance with the Siemens engineering and user guidelines, e.g. incorrect installation or grounding and incorrect operation or other improper treatment;
 - function-critical contamination, e.g. oil, conductive materials, rust;
 - mechanical damage;
 - external electrical influences, e.g. effects of overvoltage, non-reactor-protected power factor correction systems and/or line harmonics;
 - wanton destruction or
 - force majeure

7 Service prerequisites // Customer's duties of cooperation / periods

Before commencement of the service period

Final destination notification with parts list for the individual components including article numbers and serial numbers:

- (i) The Customer provides the final destination notification in good time prior to commencement of the service period and ensures that all machine data is backed up and available at the end customer's site.
- (ii) The final destination notification must include: machine number, machine type, machining technology, control system, drive system, number of measuring circuits, information on the OEM application, date of commissioning at the end customer's site, country of end customer, full address of end customer and parts list of Siemens DF & PD components used with article numbers and serial numbers.

The final destination notification has to take place within three years after conclusion of the contract. If the final destination notification takes places later than three years after conclusion of the contract, any claims and rights of customer for provision of services are excluded.

When Services are requested

- 7.1 The request for services is made by the Customer. To this end the Customer places a service order with Siemens following advance technical clarification, stating the contract number (see RSC Certificate) and his own order number.
- 7.2 When services are to be performed across national borders, it may be necessary to direct the service order for the relevant fault diagnostics and fault correction work to the local Siemens Regional Company. The case-by-case decision is dependent on the country of deployment, the duration of deployment and any previously performed service work and is communicated by Siemens without delay as part of the deployment planning procedure.
- 7.3 This is currently necessary especially for those countries named in the "Direct ordering" list. The current list can be found in the Industry Mall under "Repair Service Contract" in the "Additional info" tab:

<https://mall.industry.siemens.com/mall/en/de/Catalog/Products/7500436?tree=CatalogTree&activeTab=product>
- 7.4 It is pointed out that the local Siemens Regional Company cannot perform any services at the end customer's site without a special service order. Siemens can forward this service order to the Siemens Regional Company on behalf of the Customer.
- 7.5 The service order does not result in any costs being incurred for services covered by this RSC. Services not covered by this RSC are governed by the local hourly rates and the terms and conditions of the respective Siemens Regional Company with regard to the services to be performed.
- 7.6 The Customer shall be responsible for performing and ensuring data backup at the end customer's site.
- 7.7 Access to machine/components from Siemens DF & PD:

The Customer shall ensure that services can be performed without delay and that problem-free access is provided to the Siemens DF & PD components, including any software security mechanisms, e.g. Lock-it! for performing service work as required. The Customer is also responsible for designating a contact

person available at all times for software-protected machinery.

- 7.8 If Siemens service personnel have to wait for reasons that are not the responsibility of Siemens, such waiting times will be invoiced separately.
- 7.9 The Customer shall perform or arrange any necessary mechanical work in good time. Example: dismantling and assembling of motors or other components.

8 RSC Certificate

The Customer is provided with an RSC Certificate once the final destination notification has been handed over. This certificate shall contain the contract number and essential contract data such as machine number, machine type, parts list, beginning and end of the service period and the place of performance (address for the provision of services).

9 Response time

The response time is defined as the time between Siemens receiving the service order, technically clarified in advance by the Customer, and the Siemens service personnel commencing his travel to the place of performance or until troubleshooting commences using teleservice. The response times given apply to technically clarified service orders within the normal working hours of the region (e.g. Monday to Friday 8:00 to 17:00) excluding public holidays.

The following response times apply in general whenever services are provided under the RSC in the event of a machine standstill:

Country group

CG 1	Next working day
CG 2	Within two working days
CG 3	Depending on country-specific conditions
Countries not listed	Depending on country-specific conditions, only for customers with framework contracts for the price of the individual contract.

The current assignment of countries to country groups can be found in the Country list (see Sec. 1).

10 Applicable law and conditions

This contract is subject to Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The "Supplementary Terms and Conditions for Services" are deemed to be complementary and subordinate in the version that was valid at the time the contract was concluded.