



## Terms and conditions for commercial use of FRIMO Remote Service and FRIMO Smart Service (last updated: 1st May 2018)

### Scope of application

The following conditions apply to all Remote Services and Smart Services provided to commercial customers in North America (including, but not limited to, the United States, Canada and Mexico) by FRIMO, Inc. ("FRIMO") or any direct affiliate of FRIMO.

### 1. Subject

The customer operates one or more FRIMO machine(s) supplied by FRIMO. FRIMO provides "Remote Services" by using remote data transmission and/or the FRIMO Smart Service system to transmit sounds and images via the Internet directly from the machine at the customer's plant and, if necessary, to exchange images and circuit diagrams through the system, with the aim of providing quick and easy support to the customer. The contents of this document refer to and govern any and all FRIMO Remote Services and shall also govern any and all FRIMO Smart Service products, of which will be referred to as "Smart Service."

### 2. Description of services, customer responsibilities

#### 2.1 Remote diagnosis

The customer contacts FRIMO by telephone or e-mail with as precise a description as possible of the error or technical problem on a FRIMO machine and, if necessary, activates Remote Service access to the machine.

The customer has the option to enable machine access specifically for the use of Remote Service. When enabled, a FRIMO employee can access the machine automation.

The FRIMO employee analyzes the information he receives and searches for abnormalities or issues.

Any software changes carried out by the customer independently or by third parties on their behalf must be transmitted to the FRIMO employee immediately in document form with the current software version.

#### 2.1.1 Smart Service

The customer contacts FRIMO by telephone or e-mail with as precise a description as possible of the error or technical problem on a FRIMO machine and, if necessary, activates the FRIMO Smart Service system on a suitable mobile device (e.g. smartphone, tablet, or data glasses). A FRIMO employee analyzes the information, images, and sounds transmitted via the Smart Service system and provides assistance. If necessary, FRIMO will record the Smart Service sessions to document support.

#### 2.2 Assistance with error messages

The customer shall ensure that their machine(s) has uninterrupted Internet access for remote data transmission.

When determining, limiting, reporting and describing errors/problems, the customer must follow the instructions given by FRIMO. The customer must have qualified, technically and linguistically trained personnel available and able to work with FRIMO during Remote Service/Smart Service. Should any uncertainties exist because of error messages or questions, the customer will forward additional information and documentation to FRIMO.

The customer designates a technical employee familiar with and trained in the operation of the machine, who is available to FRIMO as a contact person.

Both the oral and written exchange of information between FRIMO's technician and the customer will be in either German or English.

#### 2.3 Ensuring safety/obligatory supervision

In cases where Remote Service or Smart Service may endanger people and/or property, the customer must inform FRIMO that the planned actions cannot be carried out safely.

In particular, the customer must ensure that no persons are endangered in any way during any stage by performing the service at his premises.

Responsibility and decision-making authority for the operation of the machine remain with the customer. Remote Service or Smart Service cannot replace regular maintenance and safety checks. The images and audio information transmitted through Smart Service support may be stored by FRIMO at least temporarily for documentation purposes. It is therefore essential to ensure that personal information (e.g. pictures of a person) is only transferred to FRIMO with prior consent from the respective person. The customer is responsible for obtaining prior consent and for the content of the transmitted images and audio information. FRIMO is obligated to ensure that any transmitted information is not accessible to uninvolved external third parties.



#### **Data security**

FRIMO maintains a state-of-the-art information security system, whereby customer data transferred to FRIMO's data processing system as part of a Remote Service or Smart Service operation is secured by firewalls, anti-virus, network security, etc.

The customer confirms and ensures that the data transfers permitted under these terms and conditions (including, but not limited to transmitted data) are in accordance with the current data protection provisions of the Federal Data Protection Act (BDSG) and other comparable applicable regulations, such as the current EU Data Protection Directive or, for US customers, are in accordance with US data protection laws. For any North American customer located outside the United States, said customer confirms that the data transfers permitted under these terms and conditions are in accordance with their own respective countries' data protection laws.

#### **2.4 Remote repair and remote maintenance**

If FRIMO detects issues during remote diagnosis which require action, FRIMO will coordinate with the customer and carry out the necessary and technically justifiable repair and maintenance work directly.

If the maintenance and repair work carried out by FRIMO makes changes to or updates the machine software, the customer must back up data beforehand, if necessary and possible.

If the previous condition of the machine is restored due to this data backup, the customer must ensure that all relevant functions on the machine are checked again.

If FRIMO installs software as part of the Remote Service without being personally on site for commissioning, the customer must take all appropriate measures during commissioning and in the initial phase of operation to keep any damage caused by possible software malfunctions to a minimum.

This includes:

- performing functional system tests on the system affected by remote maintenance before commissioning
- increased observation of the function parameters during the initial time period ensuring the possibility of an immediate shutdown of the system should it malfunction
- guaranteeing that nobody enters dangerous areas during the installation, trial and test phase

If FRIMO installs software as part of the Remote Services, the customer is granted a non-exclusive and non-transferrable right to use this software. The following provisions apply to the use of the software. The software is provided for use solely for the purpose specified by the Remote Service. Use of the software on more than one system is prohibited.

The customer may only copy, revise, translate or convert the software from object code to source code to the legally permissible extent. The customer is entitled to decompile and duplicate the software to the extent necessary to establish interoperability of the software with other programs; however, this only applies if FRIMO has not made the necessary information available to the customer upon request within a reasonable period of time. The customer agrees to not remove or change manufacturer's details – especially copyright notices - without the manufacturer's express prior consent.

All other rights to the software and documentation, including copies, remain exclusively with FRIMO or the author of the software. Sublicensing is not permitted.

Changes to the machine code contained in the controls software may only be made with express consent of the responsible FRIMO Electrical Design department.

#### **2.5 Other measures and services**

If the error cannot be partially or completely rectified by Remote Service or Smart Service, FRIMO will notify and coordinate further support with the customer. If necessary, FRIMO will propose additional repair services upon request at FRIMO's current sales rate.

Additional support may include supplying spare parts and software updates, sending a technician to the malfunctioning equipment's location, or conducting training. These services shall be agreed upon in a separate contract between the parties and paid for by the customer.

In the above-mentioned cases, FRIMO records the essential data of the respective machine(s) and/or the deviations determined by Remote Service or Smart Service and notifies the customer of any work completed.

Payment for Remote Services or Smart Services provided by FRIMO is due regardless of the success of the services performed, unless it is a justified warranty case.

Any Remote Service or Smart Service provided by FRIMO is regarded as completed if the same error does not recur within 72 hours. FRIMO will then issue the invoice for the transaction.



## 2.6 Performance limits

If FRIMO determines, when providing the services, that the errors are due to external force, other unforeseeable circumstances, improper operation or non-compliance with the installation or environmental conditions specified by FRIMO, FRIMO is not obligated to carry out remote repair or maintenance in accordance with sections 2.1, 2.1.1 and 2.4. The same applies if, after delivery and acceptance of the machine(s), the customer himself or through third parties has made changes or modifications to the machine, particularly the controls hardware/software.

Furthermore, FRIMO does not guarantee that all existing errors and damage to the machine(s) will be diagnosed and repaired by the Remote or Smart Services provided. In particular, FRIMO does not guarantee any functionality or availability of the machine(s).

## 3. Data transmission

### 3.1 Equipment

Remote Service requires hardware for FRIMO to use that meets our requirements and an internet connection that complies with our specifications. The customer must ensure that its equipment is maintained and functions properly, and take appropriate precautions to prevent viruses or other malware. The services are based on data transmission technology, particularly the data transmission paths fixed at the beginning of order processing (new order). Where necessary, they shall be adapted to technical progress. Any resulting costs shall be the responsibility of the customer.

Any changes the customer makes to the technical environment that may affect the agreed upon Remote Service or Smart Service must be discussed with FRIMO in a timely manner and agreed to by FRIMO.

In order to perform Smart Services, the customer must have a suitable device (e.g. smartphone, tablet PC, data glasses, etc.), on which the current version of the Smart Service system works properly in combination with the software of the installed operating system. Likewise, a solid Internet connection to the internal Wi-Fi network with speeds of at least 1 Mbps, or a high-quality cellular network connection with speeds of at least 3G must be provided by the customer for uninterrupted use of the FRIMO Smart Service system.

### 3.2 Internet connectivity

The customer is to provide Internet connectivity as specified for the respective machine in their own name and at their own expense and ensures that FRIMO can use this connection for its services. The customer is responsible for any fees for the provision and use of the Internet connectivity.

If the Internet connection is disrupted or if FRIMO is unable to adequately receive or transmit data in high enough quality, FRIMO is exempt from providing the services and cannot provide support.

## 4. Payment

### 4.1 Prices

Pricing for the Remote and Smart Services described in sections 2.1, 2.1.1 and 2.4 is either based on the current FRIMO Service rates or specified in a separate service contract.

## 5. Response times

The 24-hour FRIMO Service hotline can be reached at:

|               |                       |
|---------------|-----------------------|
| Europe:       | +49 5404 886-200      |
| USA & Mexico: | +1 248-668-3449       |
| China:        | +86 400 116 116 86 65 |

## 6. Nondisclosure

FRIMO and customer will treat all information that has become known in connection with the performance of these services, particularly within the scope of a service assignment, confidentially, and both parties will neither use it for its own purposes outside the service assignment nor make it accessible to third parties. This applies for the duration of any contractual relationship and for three years after its termination. Individual FRIMO and customer employees are also bound to confidentiality.

## 7. Limitation of Liability

Customer's sole and exclusive remedy for FRIMO's breach of the services performed pursuant hereto is for FRIMO to re-perform the defective services. Any claim of breach by customer must be made within twelve (12) months from the date the defective service was performed. Any claim made by customer after this twelve (12) month timeframe has passed is hereby rejected and not enforceable.

FRIMO shall have no tort liability to customer with respect to any of the services and FRIMO shall not be liable for any consequential, punitive, special or incidental damages arising from the services.

FRIMO's liability for any cause of action, of whatever kind and nature shall not exceed, and is strictly limited to, the amount of money already paid by customer to FRIMO for the Remote Services and Smart Services provided pursuant hereto.



**8. General provisions**

Any action arising out of or relating to the Remote Services and Smart Services for any customer located in North America shall be brought in the state or federal court in or having jurisdiction over Oakland County, Michigan and the North American customer irrevocably consents that such courts shall have personal jurisdiction over said customer and waives any objection that these courts are an inconvenient forum.

These terms and the Remote Services and Smart Services provided by FRIMO to the North American customer shall be governed and interpreted according to the laws of the State of Michigan, United States of America.

If any of these provisions are or become invalid, the validity of all other provisions remains unaffected. In this case, the contracting parties shall replace the invalid provision with another provision that comes as close as possible legally to the economic purpose of the invalid provision.