

# General terms and conditions of service

## 1. Scope of Validity

These general terms and conditions of service shall apply to the rendering of services by wenglor sensoric GmbH and companies affiliated with wenglor sensoric GmbH (hereinafter referred to as "wenglor") in accordance with §§ 15 AktG (German stock corporation act) in the spirit of IAS 24, in connection with products manufactured or sold by wenglor, as well as products from other manufacturers which are offered by wenglor, in particular to:

- Consultation and assessment by means of, amongst other options, feasibility studies
- Diagnosis and troubleshooting (also remote via Teach+)
- Assembly and Installation
- Commissioning, maintenance and inspection
- Performance of measurements such as voltage, current, in networks etc.
- Instruction and training

as well as to all services in connection with protective devices in the spirit of the EC machine directive, in particular to:

- Acceptance and testing of electro-sensitive protective equipment
- Performance of measurements such as measurement of over-travel time
- Consultation and training

Any general terms and conditions of the buyer which differ from these shall apply only insofar as wenglor has explicitly agreed to them in writing.

## 2. Scope of Services

### 2.1. Initial Start-Up for Image Processing

wenglor renders above all the following services for the initial start-up of vision systems:

- Setup and linking of wenglor products to the VisionSystem+ with one or more cameras
- Adjustment of cameras/lenses and lighting on existing base frames
- Adjustment of wenglor products and configuration of wenglor software to match the application
- Connection of sensors to supply power and establishment of electrical connections to the controller in the extra-low-voltage range
- Measurement and diagnosis of voltage, current and networks
- Creation of a visualization interface in accordance with customer and system requirements
- Connection and configuration of interfaces (RS 232, Ethernet, Profinet etc.) in accordance with the operating instructions
- Function test of parameters specified by the customer
- Creation of a backup / Teach+ files and transfer to a USB stick
- Reporting with regard to the application and rendered services
- Introduction to the application and the VisionSystem+ for customer service personnel and machine operators

### 2.2. Teach+ Service

wenglor's Teach+ Service optimally adapts the software to the needs of the application. The Teach+ file is generated automatically by the wenglor vision product and consists of a sequence of up to 150 images from the image processing application. The customer submits the wenglor Teach+ file, for example via wenglor's file transfer system on wenglor's website, and the wenglor support team adapts the parameters ideally to the customer's current needs. The customer receives the edited Teach+ file from wenglor as a download via the file transfer system and can change the vision system to the required configuration by uploading the Teach+ file to the vision system. Essentially, Teach+ services include the following steps:

- Testing of the Teach+ file created by the customer
- Software configuration in accordance with customer requirements
- Return via the wenglor file transfer system
- Time budget of max. 5 hours

### 2.3. Sensor Services

- On-site advice regarding all aspects of sensor technology issues
- Adjustment and configuration of the sensors according to the customer's specifications

### 2.4. System Services

- On-site advice regarding all aspects of wenglor's vision systems
- Adjustment of wenglor vision products and configuration of wenglor software to the application
- Optional training of service personnel on the vision application

### 2.5. Safety Technology

#### 2.5.1 Safety acceptance of electro-sensitive protective equipment (ESPE) / active optoelectronic protective devices (AOPDs)

- Inspection of the protective device for correct functioning, attachment in accordance with the standards and implementation in the machine

- Measurement of over-travel time if possible
- Preparation of a test report covering the following points:
  1. Flawless interaction of electro-sensitive protective equipment with the controller of the power-operated equipment in accordance with applicable standards and regulations
  2. Over-travel of hazardous motion
  3. Effectiveness of the electro-sensitive protective equipment required for safety
  4. Ability to reach the point of danger exclusively by passing through the safety field
  5. The impossibility of persons being located between the safety field and the point of danger without preventing the initiation of hazardous motion
  6. Compliance with the specified safety clearance between the safety field and the nearest point of danger
  7. External integrity of electro-sensitive protective equipment
- Application of a test seal upon passing the test

#### 2.5.2 Safety Acceptance, Protection Against Side-Stepping (cascaded)

- Acceptance of cascaded electro-sensitive protective equipment (ESPE) installed in order to prevent side-stepping with measurement of over-travel time within the system's working process, if measurable
- Preparation of a test report
- Application of a test seal upon passing the test

#### 2.5.3 Measurement of Over-Travel Time Without Safety Acceptance

- Measurement of over-travel time if possible
- Preparation of a test report

As a rule, testing of protective devices involves wenglor protective devices only (except for laser scanners, safety camera systems and pressure-sensitive mats). Testing of protective devices from other manufacturers is only conducted by wenglor if this has been expressly agreed upon between the parties to the service contract.

## 3. Excluded Services

- Mechanical expansions and modifications to the system
- Wiring, cabling and the laying of lines within the customer's systems
- Modifications or adaptations of the customer's software
- Preparation of customer or order-specific documents

## 4. The Customer's Obligation to Cooperate

- The customer shall provide wenglor with access to his systems on the agreed upon service dates and make it possible for wenglor to complete service work without delay. Furthermore, the customer shall provide any necessary assistance, tools, sample parts (good, bad and limit parts) and technical documents, and shall establish the operating states necessary in order to conduct service work in accordance with the feasibility study. The customer must configure the parameters of the master system/interfaces or the communication partner such that communication can be established with the wenglor product.
- Furthermore, the customer must assure that appropriate assistance can be provided by persons who are capable of implementing changes to the system's mechanical and electrical components, as well as to its software, and that wenglor's employees can carry out their work safely.
- Waiting times resulting from non-compliance with the above specified stipulations shall be invoiced separately to the customer.
- Rendered services must be accepted by the customer as soon as he has been notified of their completion or, in individual cases, immediately after any contractually agreed upon trial test of equipment specified in the contract has been completed. If no notification ensues, rendered services are deemed accepted upon start-up of the equipment specified in the contract.
- The customer signs a work report upon completion of the service work. The work report serves as substantiation of the number of hours worked and as a basis for invoicing supplied materials.
- If no contact person with signature authority is available when the wenglor employees leave the location, the report is deemed approved even without signature.

## 5. Prices and Payment

- Actually incurred costs specified in the work report shall apply. Calculation of costs for expenses and accommodation, as well as for travel by car, rail and/or air, is based on actual costs in accordance with statutory provisions. All prices are specified in Euros and do not include any applicable value added tax.
- If the customer requests that work be conducted outside of normal business hours (e.g. on Sundays, holidays etc.), he shall bear all of the associated costs.
- Regular working hours are from 8 a.m. to 6 p.m. (in the respective country's time zone). A surcharge of 25% is added for work conducted outside of these times. A surcharge of 50% is billed for work conducted between 11 p.m. and 6 a.m. A 50% surcharge is added to the base rate for work conducted on Saturdays, and a 100% surcharge for work conducted on Sundays. A 200% sur-

charge is added to the base rate for work conducted on holidays, as well as on the 24th and 31st of December as of 2 p.m. (based on legal holidays in the German state of Baden-Württemberg). No surcharges are added to travel costs. Scheduling must be agreed upon in advance.

- Invoices must be paid within 30 days after receipt of invoice without discount.
- Costs for the elimination of faults and damage to products caused by improper handling by the customer, any action of third parties or force majeure shall be borne by the customer. The same applies to damage and faults which result from the fact that ambient conditions at the installation site, the power supply system or any accessories do not comply with the respective specifications of the product.
- If the buyer repeatedly postpones service appointments, wenglor reserves the right to charge a fee to cover incurred expenses.

## 6. Warranty and Liability

- The customer must submit written notification of detectable service defects within 2 weeks after such services have been rendered. Written notification of other defects must be submitted within 2 week after their detection, and in any case no later than within 12 months after such services have been rendered. Defects for which notification has been submitted after the specified deadlines cannot be accepted. Service defects complained of justifiably shall be eliminated by wenglor without delay.

wenglor's liability for compensation of damages is fundamentally excluded. This does not apply to:

- Damages which result from violation of a cardinal contractual obligation. Cardinal obligations include above all those whose fulfillment make proper performance of the contract possible at all, adherence to which the customer can depend upon regularly. In this case, however, wenglor's liability is limited to compensation for foreseeable, typically occurring damage. This also applies to lost profits or other financial losses (business interruptions etc.).
- Damage resulting from violation of a guarantee provided by wenglor or in the event of a defect insofar as wenglor has fraudulently concealed such defect
- Damage resulting from an intentional or grossly negligent breach of duty on the part of wenglor or any of wenglor's legal representatives or agents
- Damage resulting from injury to life, limb or health due to an intentional or grossly negligent breach of duty on the part of wenglor or any of wenglor's legal representatives or agents
- Legally binding claims, in particular in accordance with product liability law
- Unless otherwise specified in these general terms and conditions of service, the valid legal regulations shall apply to the statute of limitation for claims.

## 7. Confidentiality

wenglor shall treat all knowledge gained during service activities confidentially. Any publications shall require the written consent of the customer.

## 8. General

- Should individual provisions of this contract be or become invalid, this shall have no effect on the validity of the remaining provisions or on the contract as a whole. In this case, the invalid provision shall be replaced with a valid provision which comes as close as possible to the economic purpose of the invalid provision.
- Amendments and addenda, as well as ancillary agreements, and in particular assurances, require the written form. This applies as well to any waiver of this requirement of the written form.
- German law shall apply to the legal relationship in connection with this contract. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- All disputes arising either directly or indirectly from the contractual relationship shall be settled before a competent court of law with jurisdiction in Tettang, Germany. However, wenglor is entitled to initiate legal proceedings against the customer at his place of business.
- The respectively current version of our general terms and conditions of sale, delivery and payment apply as well.

wenglor sensoric elektronische Geräte GmbH, 88069 Tettang, Germany, revision level: March 2017