

# TÉLÉMAINTENANCE ALTENDORF - VOTRE INSCRIPTION

Pour autoriser l'accès à l'outil, veuillez remplir le formulaire et accepter les conditions d'utilisation.

## VOTRE MACHINE

- TYPE: .....
- NUMÉRO DE SÉRIE : .....
- DATE DE MISE EN SERVICE : .....

## CONTACT

- NOM :  
.....  
.....
- E-MAIL :  
.....
- TÉLÉPHONE :  
.....

## VOTRE ENTREPRISE

- NOM:  
.....  
.....
- ADRESSE :  
.....  
.....  
.....
- NUMÉRO DE TAXE DE VENTE :  
.....
- COORDONNÉES BANCAIRES :  
.....  
.....  
.....

Au terme de la période d'utilisation gratuite, ce service coûte 9,95 euros par mois.

J'accepte les conditions d'utilisation du service de télémaintenance d'Altendorf.

.....

Lieu, date, signature du client

## **Terms of use for remote maintenance**

### **1. Scope of application**

- 1.1 These terms of use apply to the use of the remote maintenance tool (hereinafter: tool) operated by Altendorf GmbH (hereinafter: ALD) and provided for use by the user.
- 1.2 The user's general terms and conditions do not apply, even if ALD does not object explicitly to their application or provides services without any reservations.
- 1.3 These terms of use only apply to the use of the tool. All transactions against payment, in particular purchase agreements, are subject to the general terms and conditions of ALD.

### **2. Subject matter of agreement**

- 2.1 The tool is a software program for remote maintenance of ALD machines. The tool permits remote operation of non-safety relevant functions of the sliding table saw through an internet connection under supervision of the user's employees.
- 2.2 ALD is not responsible for ensuring that the tool meets the user's requirements. The user shall verify this independently before use. The user is aware that it is not possible to provide completely fault-free software due to the complexity of the systems involved and that uninterrupted provision of the tool cannot be guaranteed. Neither of the above is contractually required.
- 2.3 It is not possible to use the tool to place orders or enter into agreements. The tool is exclusively intended for remote maintenance of the sliding table saw for error diagnosis and potentially error correction. No obligation to provide further consultation or training in the use of the sliding table saw exists.

### **3. Scope of usage rights and usage limitations**

- 3.1 The tool is subject to copyright protection. In the relationship of ALD and the user, all rights to the tool lie exclusively with ALD.
- 3.2 After the user has successfully registered and accepted these terms of use, ALD grants the user the simple, non-exclusive, non-transferable right to use this tool for remote maintenance of ALD sliding table saws for the duration of the usage period. This right is revocable at any point.

3.3 The usage right is explicitly restricted to usage for the user's own purposes. Under no circumstances is the user entitled to lease the tool, license it in any other manner, reproduce it publicly or make it accessible to the public or provide it for free or at charge to third parties, for instance through Application Service Providing (ASP) or as Software as a Service (SaaS) without written authorisation by ALD.

#### **4. Registration and technical requirements**

4.1 To access the tool, the user requires the access code specified in the operating manual. This code is activated by ALD after user registration. For registration, the user must complete a registration form provided by ALD and accept these terms of use.

4.2 The tool establishes a secure internet connection to ALD systems via a hardware firewall connected to the machine to permit remote maintenance. ALD shall provide the pre-configured hardware firewall (defined ports of the network address) to the customer free of charge after registration for the duration of use. Any necessary country-specific adapters for the power connection must be acquired by the user at the user's own expense.

4.3 Internet access with sufficient bandwidth is required to access the tool without technical complications. Each party is responsible for maintaining and operating the required internet connection on its own side. The user bears the cost of the user's internet connection and of individual transfer processes. Moreover, the user is responsible for ensuring that the internet connection is suitable for the intended communication and, in particular, has the required bandwidth.

4.4 If the internet connection malfunctions and ALD cannot receive data or can only receive insufficient data, ALD is released from its obligations. This also applies if the data quality makes it impossible for ALD to meet its obligations. In this case, ALD shall inform the user that a malfunction of the data connection has been detected.

4.5 ALD may adapt the system requirements for access to the tool to the current state of the art at any point.

**5. Services provided in the context of remote maintenance**

5.1 If ALD detects malfunctions of the sliding table saw which require intervention during remote maintenance, ALD shall support the user with repair and maintenance, provided this is possible using the telecommunication means described in these terms of use as well as phone or chat communication.

5.2 If the sliding table saw cannot be repaired or not be repaired completely through telecommunication means (remote control or phone and chat support), ALD shall inform the user accordingly. ALD shall provide further maintenance and repair measures against payment at the customer's request or suggest further maintenance and repair measures to the customer, which will ensure proper operation of the sliding table saw, and support the customer in taking the suggested measures. A separate agreement (e.g. service agreement) must be made for the above.

5.3 This does not imply any guarantee that the contractual services will diagnose and remedy all existing damage and defects of the sliding table saw nor a guarantee for correct function of the sliding table saw.

**6. Availability of the tool**

6.1 ALD attempts to make the tool available with as few interruptions as possible. ALD's aim is availability at the conventional business hours (Monday-Thursday 8 a.m. - 5 p.m. and Friday 8 a.m. - 2 p.m. with the exception of federal holidays and holidays in the state of North-Rhine Westphalia). However, ALD does not assume any guarantee for malfunction-free usability of the tool.

6.2 It is necessary for the tool to undergo maintenance from time to time to maintain tool use, eliminate errors and update the saved information. For this reason, ALD has the right to perform regular maintenance. During maintenance times, the tool is unavailable or only available to a limited degree.

6.3 ALD will attempt to keep maintenance times as short as possible and perform maintenance in the most low-use times, if possible outside of conventional business hours.

## **7. User obligations**

- 7.1 The user shall ensure the operational reliability and safety of their IT infrastructure and any connected machine lines and machines. In particular, the user must ensure that no persons stay in the hazard area of a sliding table saw controlled by the tool during remote maintenance and that the sliding table saw can be switched off with an Emergency Stop switch at any point. The Emergency Stop switch must be pressed by the user themselves. ALD has no access to it through the tool.
- 7.2 The user is obligated to have the remote maintenance connection monitored by an employee on site at the sliding table saw at all times. The employee must be able to answer any questions on the phone or through the provided chat function.
- 7.3 The user is obligated to take sufficient technical and organisational safety measures to prevent third parties from using the access codes or accessing the tool in any other manner.

## **8. Payment**

- 8.1 The user shall pay a monthly service fee to ALD for using the tool. The amount of the service fee is based on the specific order and the ALD price list for using remote maintenance.
- 8.2 Using the tool is free for the user for a period of one (1) year from installation of the machine at the user's premises.
- 8.3 The service fee is invoiced once a month, at the start of the month. All invoiced payments are due 14 days from the date of the invoice.
- 8.4 All prices are quoted including the current statutory VAT.

## **9. Retention and offsetting**

The user is only entitled to offset against ALD's claims, where the user's counter-claims have been legally determined or are not disputed. The user may only exercise a right of retention, if the user's counter-claim is based on the same contractual relationship.

## **10. Warranty and liability**

- 10.1 ALD confirms that to its best knowledge, it is unaware of any tool errors or rights of third parties that would impede use of the tool. The user shall immediately report any errors in the tool results to ALD in writing. Furthermore, the user will forward any available information about the error to ALD as well.
- 10.2 ALD is only liable for damage - irrespective of the legal grounds - if the damage was caused (a) due to culpable breach of duty, the completion of which only proper performance of the usage agreement even permits and on the performance of which the user can rely under normal circumstances (essential contractual obligation) or (b) due to grossly negligent or intentional breach of duty.
- 10.3 If ALD assumes liability for the violation of an essential contractual obligation according to section 9.2 of these terms of use, the compensation to be paid by ALD is limited to the typical extent of damage foreseeable when entering into the contract;
- 10.4 The above-mentioned liability limitation according to section 9.2 and section 9.3 of these terms of use does not apply to liability (a) according to the product liability act, (b) based on assuming a warranty (c) based on fraudulent withholding of information about a defect, (d) for damages based on culpable injury to life, body or health and (e) for damages based on grossly negligent or intentional breach of duty. ALD hereby clarifies that they do not assume any warranty.

## **11. Data privacy**

- 11.1 Access by ALD to data other than the data saved on the sliding table saw that is to undergo maintenance, in particular personal data of the user, through the remote maintenance program, is not intended. The supplied hardware firewall is configured accordingly. Personal data is neither collected nor saved, if the pre-settings are not changed. Connecting additional devices is not permissible.
- 11.2 The user is responsible for data processing and has therefore verified independently that remote maintenance of the sliding table saw via an internet connection is permissible according to the user company's data privacy policies. If the user regards this as necessary and requests it, the user and ALD shall enter into a processing agreement.

11.3 The user agrees that ALD is permitted to use information gathered through remote maintenance of the sliding table saw in an anonymised or pseudonymised form for statistical purposes and to improve ALD's own services at any point.

## **12. Confidentiality**

12.1 Each party is obligated to treat as confidential all information disclosed by the other party and identified as confidential information and to refrain from disclosing it to third parties. Associated companies within the group of companies are not regarded as third parties in this context. Use of this information is limited exclusively to the context of collaboration between the parties. The parties shall protect confidential information from unauthorised access and treat it with the same care that they would use for their own similarly confidential information, however at least the care expected of a prudent businessman.

12.2 There is no obligation to maintain confidentiality of information

- a) which the other party has received or receives in a legal fashion from third parties,
- b) which is already publicly known at the time of conclusion of the contract or becomes publicly known at a later point without a violation of confidentiality obligation or
- c) which was developed independently by the party obligated to maintain confidentiality.

12.3 This confidentiality obligation applies for the duration of this agreement and for three years after termination of the agreement.

## **13. Duration and termination**

13.1 The usage agreement for the tool is valid for the duration of registration ("usage period"). The first usage period shall last for one year from successful registration. Both parties have the right to terminate the usage agreement with three months' notice at the end of the respective usage period. If due notice of termination is not given, the usage period is extended by a year.

13.2 Moreover, extraordinary termination of this usage agreement for cause without notice is possible. Such a cause may be that based on all circumstances of the individual case and the interests of both party, the terminating party cannot reasonably be expected to continue the contractual relationship until the notice period has elapsed.

13.3 In particular, ALD has the right to extraordinary termination for cause,

- a) if the user allows third parties to use the tool;
- b) if service for the tool cannot be maintained by ALD;
- c) if the user's payment of the service fee amounting to twice the service fee or more is delayed; or
- d) if the ownership situation of the user company changes.

**14. Access ban**

ALD is entitled to ban access to the tool, if the user violates the obligations required by this usage agreement.

**15. Final clauses**

15.1 Should a clause of this usage agreement be or become invalid, this shall not affect the validity of the remaining clauses.

15.2 German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

15.3 The exclusive place of jurisdiction for any disputes between the parties is the registered location of ALD, provided the user is a business operator, a legal entity under public law or a special fund under public law.

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