Solutions Supplemental Terms

These Solutions Supplemental Terms ("Solutions Terms") apply in addition to the Base Terms between the Tecosa entity named on the Order and the Customer that accepted the Order. They apply only to solutions as described in the Order ("Solution").

Capitalized terms are defined [at the end of the document](#) or in the Base Terms.

Commercial terms

1. Tecosa' Offerings

1.1. Solution Offerings

1.1.1. **Scope description.** Tecosa will deliver the Solution as described in the Order.

1.1.2. **Refurbished parts.** Tecosa' Solution may contain parts refurbished to an "as new" condition, that meet the Tecosa specification and are subject to the same terms as new parts.

1.1.3. **Supervision.** To the extent the Solution includes supervision, Tecosa' only obligation is to provide correct instructions. Tecosa will not be liable for the performance of third parties or Customer's personnel.

1.2. Location

1.2.1. **Onsite.** If services are provided at Customer's site, Tecosa will:

    a. provide them during normal local business hours (excluding holidays); and

    b. comply with Customer's reasonable site rules if these are submitted in writing before performance starts.

1.2.2. **Off-site.** If onsite performance is not necessary, services may be performed:

    a. at a location of Tecosa' choice; or

    b. by remote access.

1.3. Personnel

Tecosa may direct and allocate personnel for the Solution at its option and is responsible for all compensation and other employment benefits of Tecosa' employees.

2. Customer's obligations

2.1. Providing Contributions

Customer will provide the following Contributions:

    a. support Tecosa by providing:

- the environment and opportunity to start work on time, without interruption, and with adequate and legally compliant health and safety measures in place for onsite work;

- qualified personnel with the necessary know-how and decision-making ability;

- a secure internet connection and authorized access to Customer's or third-party systems (as required);

- reasonable support to ensure that all obligations required by competent authorities for the commissioning, acceptance, and use of the Solution are met;

- timely acceptance (where required), input, and feedback;

- lockable rooms for storage and adequate working and recreation rooms for Tecosa and their subcontractors, including appropriate sanitary facilities; and

- all necessary information about the location of concealed electric, gas, water, and fiberoptic lines or similar installations, and the static and sub-surface conditions of the site.

b. obtain any permits and approvals from relevant authorities, except if only Tecosa can obtain them;

c. ensure cooperation by any third parties retained by Customer;

d. if agreed in the Order, confirm with Tecosa the hours worked on a time basis. Tecosa' time sheets are deemed accepted within 10 days of submission unless Customer identifies a material reason in writing to reject them; and

e. any additional Contributions as set out in the Order.

2.2. Scheduling and management

Tecosa is not responsible for Customer scheduling, planning, project management, or any resulting delay or cost.

2.3. Hazardous materials and environmental conditions

2.3.1. **Customer site responsibilities.** If services are provided at Customer's site, Customer will handle, store, dispose, and remediate the effects of any hazardous waste, hazardous materials onsite (including asbestos), geological or geothermal conditions, archaeological findings, or other conditions that require special treatment or have a negative effect on the Solution or the environment.

2.3.2. **Reimbursement and suspension.** Customer will refund Tecosa for all costs caused by the discovery or handling of any such materials or conditions. If a health or safety risk arises during the provision of the Solution, Tecosa may suspend the provision of the Solution until such risks are removed.

2.4. Remote support

2.4.1. **Remote support.** Tecosa may provide the Solution remotely.

2.4.2. **Remote access.** If Tecosa needs remote access, Customer will, at its expense:

a. provide an access-controlled internet connection (e.g., wired or wireless broadband connections via DSL, UMTS, or LTE) that meets the technical requirements of a secure remote connection;

b. grant Tecosa necessary access to Customer's assets to provide the Solution;

c. activate and accept each remote accesses of Tecosa (if agreed); and

d. have a qualified person authorized by Customer and familiar with Customer's assets and production system at its site.

2.4.3. **Remote access functionality**

a. **Use of Tecosa remote access functionality.** If agreed in the Order, Tecosa will provide remote access functionality. Customer will check that the security standards are compatible with its operating environment, security requirements, and internal policies.

b. **Use of Customer Remote Access Functionality.** If Customer provides remote access functionality, it will ensure the confidentiality and integrity of the remote connection and its availability. Tecosa will not be liable for the use of this Customer remote access functionality, and it can reject if it does not comply with common security standards.

3. Delivery and performance

3.1. Delivery terms for tangible deliverables

Unless agreed otherwise in the Order, tangible deliverables will be delivered FCA according to INCOTERMS®2020. Tangible deliverables are deemed delivered if Customer delays or does not accept Delivery without cause.

3.2. Acceptance

3.2.1. Acceptance procedure. Tecosa will issue a notice of completion if the Solution or an agreed portion is ready for acceptance.

Customer will accept unless the Solution contains a material non-compliance with the specification set out (or referred to) in the Order. If there is a material non-compliance, Customer will describe it in a written notice of rejection and Tecosa will:

- remedy it within a reasonable time (or as agreed by the parties); and
- resubmit for acceptance.

3.2.2. Deemed acceptance. The Solution or agreed delivered portion is deemed accepted on the earlier of:

a. 10 business days from completion notice if Customer has not given a rejection notice; or

b. the date the delivered portion is put into productive use.

3.3. Delivery and performance dates

Any dates in the Order are estimates only and non-binding. The parties may agree on a binding schedule including a final binding delivery or performance date after final clearing of all technical and commercial topics ("Final Binding Date"). In that case, Section 3.4 will apply.

3.4. Delay

3.4.1. Liquidated damages. If Tecosa is solely responsible for delaying the Final Binding Date and Customer suffers a loss, Tecosa will, after a grace period of 1 week, pay liquidated damages equal to 0.5% of the price for the delayed portion of the Solution for every full week of delay.

Aggregate liquidated damages will not exceed 5% of the price for the delayed portion.

3.4.2. Termination for delay. Customer may only terminate the Order for delay if:

a. the maximum liquidated damages are payable; and

b. a reasonable additional Delivery or performance period has expired.

3.4.3. Exclusive remedy. This Section 3.4 sets out Tecosa' entire and exclusive liability for delay and excludes all of Customer's other rights and remedies for delay.

4. Risk and title

4.1. Transfer of risk for tangible deliverables

Risk of loss or damage for tangible deliverables (or a portion of them) passes to Customer upon:

a. Delivery; or

b. attempted Delivery if Customer fails or refuses to take Delivery without cause.

4.2. Transfer of title

Title in the Solution (or any portion of it) passes to Customer after Tecosa has received payment in full.

Warranties

5. Solution warranty

Tecosa warrants that the Solution will be free from Defects at the time of acceptance.

6. Solution warranty period

6.1. Original warranty period

The warranty period for the Solution is 12 months following acceptance or partial acceptance (if agreed). If acceptance is delayed for reasons outside Tecosa' control, the warranty period for tangible deliverables will never exceed 15 months after Delivery.

6.2. Warranty period for replacements and repairs

The warranty period for any replacements, repairs, or reperformance is 6 months from the date of replacement, repair, or reperformance if the original warranty period expires earlier. In any event, the warranty period ends no later than 18 months from the beginning of the original warranty period.

7. Defects and claims

7.1. Inspection and notification

Upon Delivery, Customer will inspect all tangible deliverables and notify Tecosa in writing of any Defects promptly upon discovery, and always within the applicable warranty period.

7.2. Remedies

Tecosa will remedy all Defects at Tecosa' option by repairing, replacing, or reperforming (onsite or remotely) the defective Solution within a reasonable time.

7.3. Duty of cooperation and reimbursement

In case of a warranty claim, Customer will:

a.   at its expense:

- provide Tecosa access to the defective portions of the Solution;
- perform any necessary disassembly and reassembly;
- provide Tecosa access to operation and maintenance data; and
- at Tecosa' request, transfer title to the replaced defective parts to Tecosa.

b.   pay Tecosa for any diagnostic and remedial work if it is established that no breach of the warranty existed.

7.4. Failure to remedy

If Tecosa fails at least three times to remedy a Defect:

a.   Customer may terminate the Order in line with the Base Terms; and

b.   Tecosa will refund the price paid for the non-conforming portion of the Solution.

8. Warranty exclusions

8.1. Time limit

Any warranty claim is excluded after the applicable warranty period expires.

8.2. Excluded Defects

Tecosa excludes any warranty for Defects that do not significantly impair the functionality or the use of the Solution and for Defects resulting from:

a.   normal wear and tear;

b.   faulty or negligent handling, or unusually excessive use;

c.   non-compliance with instructions in the Order, manuals, and similar documents available to Customer;

d.   non-reproducible software errors;

e.   any cause outside of Tecosa' control;

f.   modifications, repair, installation, commissioning made by anyone other than Tecosa or their authorized representatives; or

g.   not using an Update provided by Tecosa.

8.3. No warranties

Tecosa does not warrant that the Solution is compatible or interoperable, or that it functions in accordance with Customer's operating environment or IT requirements (unless expressly required in the Order).

9.   Exclusive remedy

Sections 5–8 state Tecosa' entire liability and Customer's exclusive rights and remedy for warranty claims. Tecosa makes no other warranty, express, implied, or statutory, about the Solutions, including any warranties of merchantability or fitness for a particular purpose.

Intellectual property rights

10.   Retained Intellectual Property

Each party will retain all rights in:

a.   the Intellectual Property they developed or acquired outside of the respective Order; and

b.   the improvements, modifications, or derivatives they make to it under an Order.

11.   Developed Intellectual Property

Any Intellectual Property developed under an Order as part of the Offering is owned by Tecosa and licensed to Customer as specified in Section 12.

12.   Tecosa license to Customer

Tecosa grants Customer a non-exclusive, worldwide, perpetual, and non-transferable right to use Tecosa' Intellectual Property as part of the Offering:

a.   in unmodified form; and

b.   for Customer's internal business purpose.

Additional license rights and restrictions may be stated in the respective Order.

Definitions

Defect	Non-conformance with the specification set out or referred to in the Order.
Delivery	Making the tangible deliverables available to Customer in accordance with the INCOTERMS®2020 stated herein.