

**BYSTRONIC TERMS AND CONDITIONS FOR PROVIDING  
MAINTENANCE, REPAIRS, SERVICE AND PARTS**

1. **Definitions:** As used in this Agreement, the following terms have the following meanings:

- (a) The term "Agreement" means all of the terms and conditions contained herein and any Bystronic proposal, maintenance contract, work order or parts order between Bystronic and the Customer.
- (b) The terms "Bystronic" means Bystronic Inc., Bystronic Canada Ltd., and any of their affiliated or related companies.
- (c) The term "Customer" means the person, corporation or other entity requesting Bystronic to provide maintenance, repairs, service and/or parts.
- (d) The term "Facility" shall mean the location designated by the Customer where the services are to be performed.
- (e) The term "Price or Prices" shall be the stated price under the Agreement payable in USD or CD as set forth therein.
- (f) The term "Services" shall include the providing by Bystronic to a Customer of maintenance, repairs, service, parts or the training of personnel on Bystronic machines or equipment located at the Facility.

2. **Terms and Conditions of Services:**

- All manpower time and cost projections provided to Customer, whether written or verbal, will be considered estimates, unless explicitly stated to be otherwise and estimates will not be binding on Bystronic.
- Bystronic retains the sole right to decide which spare parts to keep in stock and which are to be manufactured specifically for Customer.
- Bystronic may subcontract the performance of any of the Services. Bystronic will be responsible for the performance of its subcontractors under this Agreement. For the purpose of this Agreement, reference to Bystronic personnel or similar wording shall be deemed to include any subcontractor or subcontractor's personnel.
- Bystronic retains the sole right to determine personnel assignments but will attempt to respect Customer's request for the assignment of particular Bystronic personnel consistent with sound business practice.
- Customer shall insure that the Services to be provided under this Agreement can be completed without interruptions.
- Customer shall insure that the Facility where the Service is to be provided is prepared and accessible. Required preparatory work not performed by the Customer will be billed as per the current Bystronic Field Service Rate Sheet.
- Customer is to provide Helpers at no charge. Helpers must be familiar with mechanical and electrical applications and equipped with adequate hand tools.
- Services will be carried out during normal working hours (Monday to Friday 8:30 A.M. to 5:00 P.M.) excluding travel days. Services requested outside of the normal working hours will be billed as per the current Bystronic Field Service Rate Sheet. All time outside of the normal working hours must be agreed upon by Bystronic, the Customer and the Field Service Technician performing the Services.
- Customer shall insure that all installations at the Facility comply with any provincial and/or Federal standards. If special rules apply, it is the Customer's responsibility to inform the Bystronic personnel at the Facility.
- Customer shall insure that for the entire time Bystronic personnel are at the Facility there is at least one person employed by Customer who can provide any necessary first aid.

3. **Maintenance Contracts:**

- The Preventative Maintenance Program is designed to supplement, not replace, the periodic maintenance to be performed on any machine or equipment, as stipulated in the machine or equipment documentation.
- Customer is responsible for insuring that all materials and supplies required for maintenance are available at the Facility before the maintenance work starts.
- The machine or equipment must be available in a clean condition when the technician arrives. Required preparatory work not performed by the Customer will be billed as per the current Bystronic Field Service Rate Sheet.
- If repair work not covered by the Maintenance Contract is required it must be scheduled and will be billed separately.
- Revisions (update of a machine or parts thereof) are not covered by the Maintenance Contract.
- The log book for each machine or equipment must be kept up to date by the Customer. A signed copy of the Bystronic service technician's report must be filed in the logbook.
- Bystronic reserves the right to amend the current Field Service Rate Sheet at any time without notice.

4. **Returns:**

- In order to process all return requests, it is mandatory that all returns must have a Return Authorization Number issued by Bystronic. Any shipments received without a Return Authorization Number will be shipped back to the original destination at the Customer's expense.
- All parts must be returned with the freight prepaid. If the shipment arrives as freight collect, it will be returned to the Customer at the Customer's expense.
- Upon the return of a part accepted by Bystronic, a credit for the full value of the original "Bystronic to Customer" freight charge will be issued on shipments that were sent using standard ground delivery. Any "Bystronic to Customer" freight charge incurred for methods of shipment other than standard ground delivery will not be credited upon return.
- Returned goods must be received at Bystronic no more than 14 days from the issuance of the Return Authorization Number. Warranty claims will no longer be valid after 14 days, after which only partial credit will be given.