

General conditions of the KOLBUS 3•60 Service Portal

In order to advance the operational readiness of the book binding machine(s) delivered by the seller, it/they can be connected to the **KOLBUS 3•60 Service Portal**. The functional range can vary from one machine model to another. Services, performed in case of need, take place – as far as possible – via online communication and data transfer.

1. Service description

1.1 Remote Service/KOLBUS 3•60 Service Portal

In case of failures at the machine and a previous transmission of a Service Request as well as a telephonic approach by the purchaser, the KOLBUS 3•60 Service Portal offers the opportunity to assess occurred failures and to acquire the current state of the machine by means of telecommunication with the help of retained data and language. In doing so, the supplier analyzes discrepancies between the current and the target state of the machine. The diagnostics' intensity depends on the size of the diagnostics-equipment of the particular machine.

1.1.1 Operations of the KOLBUS 3•60 Service Portal

Appendix A contains a list of present operations of the KOLBUS 3•60 Service Portal. The customer is aware of the fact that the amount of these functions will change by and by. Therefore, the current and individual range of activity offered by the vendor concerning the KOLBUS 3•60 Service Portal, which is possible on the basis of the machine's equipment, is said to be agreed.

1.1.2 Services of the KOLBUS 3•60 Service Portal

If the supplier assesses deviations by remote diagnostics which demand an action, the vendor will support the customer with corrective maintenance and attendance, as far as possible with the media of telecommunication as well as telephone hotline according to number 1.1 of this contract. Furthermore, the vendor supports the service personnel of the customer in setting up the required parameters.

1.2 Other procedures and services

If the machine can not be repaired or repaired completely by means of the KOLBUS 3•60 Service Portal, the vendor will inform the customer. On demand, the supplier will suggest further corrective maintenance and attendance arrangements which ensure an orderly operation of the machine and support the customer. In this case, a separate agreement has to be approved – unless otherwise provided by the range of activities of the KOLBUS 3•60 Service Portal. On request, these services are provided by the assignment of a technician. These services are provided on additional and activity-related account according to the current charge rates of the supplier and on the basis of the current terms of installation and additionally of the general terms of delivery and payment respectively.

1.3 Service limits

If the seller, regarding the services mentioned in number 1.1 of this contract, notices that discrepancies are based on external force, other unpredictable effects, improper handling or ignorance of the manufacturer's terms of installation, maintenance and environment, he is not obliged to effect services according to number 1.1.2 or other arrangements according to 1.2. The same applies for changes of software or software environment, including hardware.

On demand of the customer, a corrective maintenance by the vendor is effected against additional activity-related charging in these cases. It is not guaranteed that all malfunctions, damages and deficiencies can be diagnosed and corrected by the application of KOLBUS 3•60 Service Portal. No guarantee for performance and function can be assumed.

1.4 Documentation

The vendor records the state and deviation of the machine ascertained by the remote diagnostics in terms of number 1.1. Therein the characteristics of the furnished achievement and the respective machine are considered. Services, which are performed beyond the capacity of the remote diagnostics, are documented. The documentation serves both as information and record for the customer, and as proof of the provided services of the vendor.

2. On-line communication and basic conditions

2.1 Technical facilities

- The KOLBUS 3•60 Service Portal is activated by means of an internet connection. The customer has to provide and maintain necessary media of telecommunication free of charge (Internet connection according to specification of the vendor).
- Further conditions are the technically perfect, maintained condition and no arbitrary changes of the installed KOLBUS 3•60 Service Portal system by the customer or third.
- The machine's state must fulfill the current conditions of the software concerning the installed on-line diagnostic module of the vendor.
- Beyond that, the supplier has the right to copy the log data serving for the diagnosis by means of an online-access.

2.2 Ways of data transfer

The data kept ready are conveyed by means of the described move mode to the central reporting server and recorded in the remote diagnostics system of the supplier. In the same way, measures are backconveyed from the vendor to the customer. The parties are responsible for the operation and the maintenance of their systems respectively.

In case of failure of the communication line to the central reporting server, caused in particular by disturbances in the transmission paths as well as by missing or insufficient data at the central reporting server the vendor is released from the obligations to perform in accordance with the numbers 1.1 and 1.2 of the present Treaty.

3. Data confidentiality and security

3.1 User identification

For assigned user identifications and passwords the customer has to guarantee that the information is only released to authorized persons.

3.2 Warranty of confidential treatment of data of the customer

Vendor and customer agree that all data, exchanged in the context of the achievements in accordance with the numbers 1.1 and 1.2 and further information of the customer including production secrets, relevant product-related data etc. can exclusively be used for the achievements defined in the present Treaty. A marketing of these information on own calculation or knowledge transfer to third is not permitted. The supplier is only entitled to use general realizations for the improvement of the own products and services.

3.3 Protection against harming software

The vendor and the customer will take appropriate precaution after the best available technology, in order to prevent a penetration of harming software into the customer's software. If harming software, which will derogate the work of the KOLBUS 3•60 Service Portal or could be transferred to systems of the other party, should arise with one of the parties, the other party is to be informed immediately in writing.

4. The purchaser's obligation to cooperate

4.1 Initialization mode

If necessary the customer activates the KOLBUS 3•60 Service Portal by a Service Request. Thereupon the vendor is connected with the customer's machine.

4.2 Assistance during error messages

- During the statement, containment, message and description of errors the customer must obey the references given by the vendor. If necessary the customer must use instruction/adjusting of the supplier.
- To recover the errors the co-operation of the customer is necessary. Technically trained personnel has to be offered in this case. If there are further questions, additional information and documents are to be conveyed to the vendor.

4.3 Care of safety/control duty

- Cases, in which the work of the KOLBUS 3•60 Service Portal could lead to an endangerment of persons and objects, make the customer deliver a feedback for reasons of control duty, containing that the intended measures can be accomplished safely (acknowledgement). If each machine cannot be acknowledged locally, a reliable insurance of persons and damages to property is to be made by the customer.
- The customer has to guarantee in particular that no persons – apart from manner and stage – are locally endangered according to the operation of the performance.

4.4 Instruction/Maintenance of the machine

The customer commits himself to train the technical personnel at the required technical service facilities for KOLBUS 3•60 Service Portal services (service terminal, instructions for adjusting, mechanical basic adjustments, etc.) regularly and sufficiently. Furthermore, the customer commits himself to maintain the machine according to the requirements of the manufacturer and the best available technology. Achievement impairments, which are caused by unsatisfactory care of the machine by the customer, do not account of the supplier.

4.5 Costs

For these obligations specified under number 4 the customer bears the costs.

5. Licensing of the software program ›KOLBUS 3•60 Service Portal‹

5.1 Usage rights

The customer receives the simple, but not exclusive usage right of the software program ›KOLBUS 3•60 Service Portal‹ (in the following called ›Software‹).

5.2 Integrity of the software

The customer commits himself to treat the software confidentially and to prevent it from unauthorized disclosure or use by co-workers, representatives, assistants or third. Particularly, it is not subject of the surrender of use to amend, to translate, to regress, to decompile, to disassemble or to provide versions that derive from the software; to change or delete markings, copyright notes, property data and license conditions of the supplier.

5.3 Liability for defects

The customer is aware of the fact that, according to the technical state, errors in programs and the associated material cannot be excluded.

In the case of a written and comprehensible notice of defect within 12 months after hiring the unsatisfactory article, the vendor repairs the program immediately; first by subsequent improvement and/or – as far as possible – after its own judgement by offering a new version of the program or by avoiding the error.

5.4 Patent rights of third

In case of an assertion of requirements due to an argued injury of commercial patent rights or copyrights by the contractual use of the software of third the parties agree upon the following regulations:

The customer has to inform the vendor about claims in written form immediately, but at the latest within a period of one week after the assertion has become known. The vendor will examine the authorization of these requirements immediately. When the seller has finished his examination and accepts the claims of third(s), he will change or exchange the software to a reasonable extent at his expense and indemnify the customer from all asserted claims. If the change or the exchange or obtaining of usage rights is not possible at appropriate effort, each party is able to terminate the usage rights without notice. In this case the vendor is responsible for the loss caused by this cancellation.

If the vendor does not accept the claims of third(s), he will bear as far as possible additional expenses of defending counsel. If this is not possible, the customer will reject the requirements at the instigation of the supplier and will lead any law suits. In this connection the vendor exempts the customer from the costs of the law suit (counsel's fees within the legal framework).

6. Time of service

6.1 Preparation of teleservice

The vendor assures that the KOLBUS 3•60 Service Portal is available 24 hours 365 days a year. The appointed services depend on availability of the necessary specialists. Thus the full functional range is available only on working-days during the usual office hours in the headquarter Rahden from 8.00 a.m. to 5.00 p.m. German time. Furthermore, the accessibility depends on the number of customers of the vendor which take the service at the same time. Therefore an immediate accessibility cannot be assured. But in each case a processing will take place within 4 hours. The supplier's liability in case of an offence against number 6.1 – without prejudice to the regulations in number 8.3 – is finally settled in number 6.3.

6.2 External influences

If a delay of the owed service is caused by actions in the context of labor disputes, in particular by strike and/or lockout, as well circumstances, which were not caused by the vendor, in particular a breakdown or a failure of the data communications equipment, an appropriate extension of the service term is granted.

6.3 Default

If a loss occurs on the customer's side, he is entitled to demand penalty payment. If no case of number 6.2 is existent, the penalty payment amounts to 70,- EUR for each full hour of the delay with the provisions of services according to number 1.1, but in total not more than 1,000,- EUR for all delays. If the customer – with consideration to the

legal exceptional cases – sets an appropriate deadline for the service and if the deadline is exceeded, the customer is allowed to withdraw from the contract without previous notice. Further demands do not exist – without prejudice to the regulations in number 8.3.

7. Warranty claim

The supplier provides the service according to the generally accepted rules of technology. If the tasks are not carried out completely or incorrectly, the vendor has to make up for them free of charge according to the warranty for defects. If the vendor does not attend to his duty of supplementary service, the customer has the right to set an appropriate additional respite. If this respite expires by his actual fault, the customer can insist on a reduction of the agreed remuneration or a withdrawal from the contract without notice. The contractual and except-contractual liability for all other damage is finally arranged in regulation number 8 (liability).

8. Liability

8.1 Direct damage

The vendor has to delete all damage on the machines, caused by auxiliary persons, which are object of the KOLBUS 3•60 Service Portal service free of charge.

8.2 Liability limitations

Apart from the rights and claims granted in these general conditions for the KOLBUS 3•60 Service Portal, the customer has no further rights and claims, in particular no claims for damage against the vendor, no matter which legal ground they are based on. In particular, no liability for incorrect data lines, data damage, loss of data, transfer errors as well as mistakes due to the customer is assumed.

8.3 Limitations

The limitation of liability in number 8.2 does not apply to:

- a) Intention or rough negligence by leading employees or intention by simple executing aides
- b) Injury to life, body, health
- c) Injury of substantial contract obligations
- d) Deficiencies which were concealed maliciously
- e) As far as liability for damages to property and persons with privately used articles is guaranteed by law, or
- f) Assumption of a warranty for the condition of an object, whereby a warranty is considered to be delivered only if this is described correspondently and explicitly in the contract text.

In case of faulty breach of substantial contractual obligations the vendor will also take over the liability for gross negligence of non-executive employees and for ordinary negligence, the last case being limited on the contractual and reasonably predictable damage.

9. Assignability

The vendor is entitled to transfer his rights and obligations concerning the KOLBUS 3•60 Service Portal contract to third. The customer is only allowed to divest or to give away the KOLBUS 3•60 Service Portal including the user manual and further material on third (in the following called ›new user‹), however, exclusively together with the machine, if:

- The use of the KOLBUS 3•60 Service Portal is completely given up by the customer

- the name and address of the new user of the software are indicated by the customer
- the new user accepts in written form the conditions of a possible existing contract and the general conditions for the KOLBUS 3•60 Service Portal made by the vendor

10. Limitation

All claims of the customer – regardless of what legal reasons – fall under the statute of limitation within 12 months, beginning with the completion of the respective service. The term of liability is extended by the duration of the defect removal. For claims according to section 8.3 the statutory provisions will be applied.

11. Miscellaneous

In all other respects, our general conditions of installation apply and additionally the general terms of delivery and payment respectively, each in its valid version.

12. Part-Inefficacy

If one clause of these general conditions should be or become invalid, all other regulations will remain unaffected.

13. Applicable law, place of jurisdiction

1. As regards the legal relationship between domestic parties, all legal relations between vendor and customer exclusively apply to the law of the Federal Republic of Germany,
2. The place of jurisdiction will be that court responsible for the vendor's head office. However, the vendor is entitled to take legal action at the customer's main office.

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Appendix A to the General Conditions for the KOLBUS 3•60 Service Portal

Short description of the functions of the KOLBUS 3•60 Service Portal

This appendix A describes the current functions of the KOLBUS 3•60 Service Portal. These functions depend on type and age of the machine. The vendor reserves the right to improve or rather change these functions in the course of the years, in particular due to technical progress. (see number 1.1.1 of the general conditions.)

Remote service

- This is the basis for on-line communication to support the customer and the access to the machines by the KOLBUS 3•60 Service Portal.
- The data communication takes place via internet connection provided by the customer.

On-line diagnosis ›Ferdic

- On-line error tracing at control systems and drives by technicians of the vendor. Configuration and program update after previous consultation with the customer.
- The technicians of the vendor are able to use diagnosis tools via remote access on the PC of the KOLBUS 3•60 Service Portal. This requires appropriate hardware equipment.

Maintenance manager

- Overview of the maintenance status of the entire machine, as far as technically possible.
- Planning of the maintenance events with background information, as far as implemented.
- Acknowledgement of accomplished maintenance along with possibility for individual-related acquisition option.

Documentation manager

Local digital access to the machine documentation and for authorized users via the web server of the vendor.

Webcam

- On the Shared Whiteboard pictures of the machine can be presented via webcam connected to the KOLBUS 3•60 Service Portal PC and a video conference can be arranged.
- For further treatment and analysis the pictures are available for each on-line KOLBUS 3•60 Service Portal participant.

Data transfer

Enables the exchange of files between service places of the vendor and the KOLBUS 3•60 Service Portal PC of the customer.

Shared Whiteboard

- Offers the possibility to exchange pictures between all available KOLBUS 3•60 Service Portal participants.
- Pictures can be loaded (e.g. by Webcam or by Digicam) and are visible for all users immediately.
- The Tool offers simple processing options: Insert of texts and information arrows, marking functions and storing pictures.

Chatboard

- Offers the possibility to exchange information between all on-line KOLBUS 3•60 Service Portal participants on basis of chat.
- All announced users are visible by name.
- Storing of dialogues is possible

Machines' log

- The integrated electronic log offers the possibility to keep a ›diary‹ for the machine.
- This log is stored on the local KOLBUS 3•60 Service Portal PC, as well as all Service Requests of the machine.

TightVNC

Remote maintenance software which enables the connection of different service places, the KOLBUS 3•60 Service Portal, Copilot PC or the Ferdi PC.

FTP File Transfer Protocol

Allows direct access with the help of the KOLBUS 3•60 Service Portal to the fixed disk of the machine for diagnosis and data transfer.

Service Request

- With the help of a Service Request, the customer can inform available KOLBUS 3•60 Service Portal participants about possible problems with his machine.
- In this case he is able to convey descriptions of failures and the already taken actions.
- An excerpt of the alarm file is sent with the Service Request. The receiver is able to see the recent 30 alarms without a connection to the request. To become aware of a Service Request, the receiver can arrange an E-Mail address. The recent 30 alarms are also attached as a document to this E-Mail.
- The error log of the Copilot of the machine can be read directly by the KOLBUS 3•60 Service Portal. An excerpt of this file (the last 30 entries) is attached to each Service Request.

Configuration

- Further log files or configuration files can be created or edited.
- The destined list on the machine can be individually determined.

KOLBUS homepage of services

- The service assistants of the vendor are able to log in into the service network of the vendor by the KOLBUS 3•60 Service Portal user interface.
- There the service assistants have direct access to information and service tools.