



Best choice.

General Terms and Conditions of Business by Third Parties

1. Scope of application and validity

- 1.1 The general terms and conditions (GTC) for services provided by third parties apply to Bystronic Laser AG, headquartered in Niederönz/Switzerland (Bystronic).
- 1.2 These GTC regulate the conclusion, content and processing of contracts for the provision of services, in particular in the areas of consulting, planning, support and training as well as other services carried out by a third party (contractual partner). They complement the contracts concluded by Bystronic with the contractual partner and are an integral part of them.
- 1.3 These terms and conditions apply, provided that there is no deviating regulation for a specific order or contract. Conditions of the contractual partner to the contrary are only valid if they have been accepted by Bystronic expressly and in writing. In the event of contradictions, these terms and conditions take precedence.
- 1.4 Unless the GTC expressly stipulate otherwise, declarations and notifications made by the parties via email must also meet the requirements in written form.

2. Scope of services

The scope of the contractual partner's services is regulated in the underlying contract with Bystronic (Contract).

3. Rights to inventions, designs and other intangible goods

- 3.1 All work results and parts thereof, developed or elaborated expertise as well as all inventions, intellectual property rights (patents, designs or copyrights), which are performed by the contractual partner in the exercise of contractual obligations or to which they have contributed in producing (results), belong – from their creation and regardless of any direct transfer or transmission – to Bystronic, even if Bystronic does not become aware of them until after the contractual relationship has ended. This applies regardless of the time and place of origin and the protectability of the results. Bystronic is entitled to change or complement such results at any time.
- 3.2 The contractual partner is obliged to ensure that Bystronic has access to the results at all times in a form they can read or – if this is not possible – that they receive these results upon request. The results also comprise their comprehensive documentation, including any intermediate steps, provided that this is necessary for the use and any further development or modification of the results (e.g. for software).
- 3.3 Even after termination of the contractual relationship or the assignment, the contractual partner is obliged to provide the information necessary for any patent or design protection of the results and to comply with any formalities.
- 3.4 Copyrights and related property rights, in particular the rights to software, including partial rights, are assigned to Bystronic when they arise, provided that these rights arise in conjunction with the fulfillment of the contract by the contractual partner. This applies to all creations that are developed during deployment alone or in collaboration with Bystronic or third parties.
- 3.5 The remuneration for the assignment of all results and rights is settled with the contractual compensation agreed upon with the contractual partner.

- 3.6 Provided that the person(s) who have produced or contributed to results, in particular inventions, designs or copyrights, are employees or other persons employed by the contractual partner, the contractual partner must ensure that they fulfill the obligations under Section 3.
- 3.7 The contractual partner guarantees that no property rights of third parties are infringed with regard to the provision of services or the work results produced. They guarantee the legality and validity of the transfer of property rights and the granting of rights of use to Bystronic in accordance with these GTC and the contract. Claims against the contractual partner are excluded if Bystronic is responsible for the infringement of property rights.

4. Delay

- 4.1 If the contractual partner does not meet the fixed deadlines, they shall be in default without further notice. In all other cases, they will receive an overdue notice.
- 4.2 The legal claims under the law are reserved.

5. Warranty / liability

- 5.1 The contractual partner guarantees faithful and careful execution and provision of the contractual obligations and services and compliance with the applicable and recognized rules and regulations.
- 5.2 The level of care is determined by the services to be provided by the contractual partner, which they have undertaken to fulfill. The contractual partner is responsible for deploying the appropriate people and resources in order to achieve this.
- 5.3 The contractual partner is responsible for the damage they inflict upon Bystronic, either intentionally or negligently.
- 5.4 The contractual partner is obliged to ensure adequate liability insurance for their work at Bystronic. Liability insurance must amount to a yearly figure of at least CHF 10 million for personal and property damage and CHF 500,000 for financial losses. Bystronic is entitled at any time to request insurance confirmation from the contractual partner.
- 5.5 The contractual partner undertakes not to violate any third party rights (e.g. copyrights or other intellectual property rights) and shall indemnify Bystronic if corresponding claims are made against them.
- 5.6 If Bystronic makes it impossible to use the contractually due services in whole or in part owing to asserted property rights claims, the contractual partner has the choice of either changing their services so that they do not infringe any third party rights and still ensure the contractually owed scope of services, or of procuring a license from a third party. Bystronic reserves the right to withdraw from the contract and claim damages.
- 5.7 Provided that the contractual partner deploys employees or auxiliary persons and other third parties, they are also responsible for these in accordance with the abovementioned provisions.

6. Duration

The duration of the service provision by the contractual partner is based on the contract. Bystronic reserves the right to terminate the contract at any time without stating a reason by the end of the next working day but one.

7. Auxiliary persons and involvement of third parties

- 7.1 Apart from the involvement of employees, the contractual partner is only permitted to engage third parties to fulfill their contractual obligations towards Bystronic with the prior written consent of Bystronic. In all cases, the contractual partner remains responsible for the provision of services in accordance with the contract.
- 7.2 If the contractual partner uses auxiliary persons, in particular their own employees, to fulfill their contractual obligations towards Bystronic, they must ensure and guarantee that these auxiliary persons and the other third parties they call upon with the consent of Bystronic fulfill all obligations incumbent on the contractual partner in the same way (above all, confidentiality and data protection).

8. Changes to services

- 8.1 The parties can agree upon changes to the services and their consequences on the remuneration at any time.
- 8.2 The parties must record changes to the services in writing, either by adapting the written contract or by confirming the verbally agreed change in writing.
- 8.3 Unless otherwise agreed upon, the contractual partner shall continue to work in accordance with the contract for the duration of the negotiations by means of a change in service.
- 8.4 If the parties cannot agree upon a change in the services, the contract shall continue unaltered.

9. Accountability

The contractual partner must inform Bystronic both regularly and upon request about the progress and results of their work. They must notify Bystronic immediately in writing of all circumstances which could impair or endanger the fulfillment of the contract.

10. Involvement of Bystronic

Bystronic must provide the contractual partner in good time with all information and specifications required to fulfill the contract. They must also grant the contractual partner the necessary access to their premises, if applicable, and provide the necessary facilities and aids, if required. Any further cooperation obligations of Bystronic are set out in the contract.

11. Remuneration and terms of payment

- 11.1 Unless otherwise agreed upon, the contractual partner must provide their services at fixed prices or according to expenditure with an upper limit on the remuneration (cost ceiling). In their quotation, they must disclose the cost types and cost rates.
- 11.2 The remuneration applies to all services that are necessary to fulfill the contract. The remuneration covers in particular the transfer of rights, all documentation and material costs as well as expenses and public charges such as taxes and customs duties.
- 11.3 The invoice shall be issued after the services have been provided in full. If advance payments, down payments or installment payments are agreed upon in the contract, Bystronic can request security from the contractual partner in the form of a firstclass bank or insurance guarantee. VAT must be indicated separately on the invoice.

12. Confidentiality

- 12.1 The contractual partner undertakes to treat confidentially all information that they have become aware of or will become aware of during the contractual relationship and its fulfillment and to keep such information secret from third parties (confidential information).
- 12.2 Confidential information includes manufacturing and trade secrets (e.g. all secrets about business operations, corporate strategies, organization, finance and accounting, and Bystronic's clients, etc.).
- 12.3 The contractual partner is obliged to use the confidential information entrusted to them only and exclusively to fulfill their contractual obligations towards Bystronic, and to neither use it for their own purposes nor to pass it on to third parties for exploitation or use.
- 12.4 If the contractual partner or auxiliary persons employed by them have access to data on the IT network or the Bystronic servers, the contractual partner is obliged to ensure that no data are copied and transferred to computers and other data carriers of the contractual partner or stored by third parties.
- 12.5 The following is not considered to be confidential:
 - a) Information which generally is or becomes known in any other way than by disregarding or breaching this confidentiality agreement; or
 - b) Information for which the contractual partner can prove that (i) this confidential information was already legally in their possession or was known to them beforehand due to the fact that they already used this confidential information, they kept it to themselves or otherwise had it at hand and had not received it from a third party subject to the obligation of confidentiality, or (ii) information which the contractual partner previously developed independently of the confidential information or had developed by third parties; or
 - c) Information which the contractual partner is obliged to disclose due to a mandatory statutory provision or a court or official order; or
 - d) Information that the contractual partner received from a third party without an obligation of confidentiality and without breach of an obligation of confidentiality towards another third party, or information that is made known to them.
- 12.6 The obligation not to disclose confidential information also applies to the time after the contractual relationship between Bystronic and the contractual partner is terminated. This applies indefinitely, provided that the confidential information does not fall under one of the exceptions mentioned in Section 11.5.

13. Data protection

- 13.1 Both Bystronic and the contractual partner are obliged to strictly comply with the applicable data protection regulations when processing personal data of the other party or of third parties.
- 13.2 The parties are obliged to use all personal data, which come to their knowledge of the other party, the companies affiliated with them and their business partners, exclusively to fulfill their obligations in accordance with the underlying contractual relationship, not to disclose them or make them accessible to third parties, and not to use them in any other way.
- 13.3 If mutual personal data are to be processed to fulfill the contract, Bystronic and the contractual partner must give their express consent.

14. Force majeure

Unforeseeable, extraordinary events for which the affected party is not responsible, such as labor disputes, operational disruptions, measures by the authorities, transport disruptions, natural disasters, epidemics, pandemics or other cases of force majeure, release the affected party from the impaired contractual obligation. If events of a temporary nature are concerned, the exemption from the fulfillment of the contractual obligation only applies for the duration of the hindrance plus a reasonable startup period.

15. Place of performance

Bystronic is the place of performance. If nothing has been specified, Bystronic's registered office is the place of performance.

16. Place of jurisdiction and applicable law

- 16.1 The exclusive place of jurisdiction for the contractual partner and Bystronic is the place where Bystronic is based, namely Niederönz, Switzerland. However, Bystronic is also entitled to sue the contractual partner at the registered office of this partner.
- 16.2 The legal relationship between Bystronic and the contractual partner is subject to substantive Swiss law to the exclusion of any conflict of law regulations.