

FANUC Care –Terms and Conditions

These Terms and Conditions for FANUC Care (FANUC Care) govern the special promises of FANUC within FANUC Care for products (the "Products") provided by FANUC to its customer (the "Customer"), hereinafter collectively referred to as the "Parties" and individually as a "Party". These do not affect the Customers statutory rights or the obligations of FANUC under the contract.

1. Definitions

- 1.1. In these Conditions, unless the context requires otherwise the following expressions shall have the following meanings:
 - 1.1.1. "Customer"- the Party named as the Customer in the Order Confirmation.
 - 1.1.2. "FAR Call" - FANUC Assisted Reality Call via video call.
 - 1.1.3. "FANUC" – refers to **FANUC Österreich GmbH**
 - 1.1.4. "FANUC Care"- Terms and Conditions.
 - 1.1.5. "Product" – refers to **ROBODRILL** by FANUC.
 - 1.1.6. "Spare Parts"- the sale of FANUC hardware and PC software (excluding Product Sales).
 - 1.1.7. "Software"- the sale of FANUC application and system software.

2. General Provisions

- 2.1. FANUC reserves the exclusive right to approve or decline the Customer's application for this service.
- 2.2. FANUC Care is an optional service offering provided by FANUC to the Customer.
- 2.3. FANUC Care does not extend, replace, or otherwise impact the statutory warranty period.
- 2.4. By purchasing FANUC Care, the Customer acknowledges that they have read, understood, and expressly accepted these Terms and Conditions.

3. Scope of FANUC Care

- 3.1. FANUC Care is separate from and does not run concurrently with the initial standard warranty period provided with the Product from the date of delivery.
- 3.2. Should the Customer elect FANUC Care, eligibility shall be subject to FANUC's Installation Check of the Product at the End Customer's location.
- 3.3. FANUC Care may be purchased at any time before or during the standard warranty period, however, FANUC reserves the right to conduct an inspection at least three (3) months prior to the commencement of FANUC Care to confirm continued eligibility. The Customer shall provide FANUC with necessary access to the Product, premises, and related facilities to conduct the Installation Check. Unjustified refusal to grant such access shall be deemed a failure to meet FANUC's eligibility criteria. If the Product fails to meet FANUC's Installation Check (non-pass of Installation-Check), FANUC shall reserve the right to terminate the FANUC pro or FANUC Digital PRO Plan as a whole with immediate effect. Upon such termination, FANUC shall refund the full amount paid for FANUC for the respective Plan, and no warranty coverage or related obligations shall apply. In this event the parties shall have no liability against each other. FANUC warrants that the Product will be free from defects in materials and workmanship during the FANUC Care period. FANUC Care includes the repair or replacement of defective parts, at the sole discretion of FANUC.
- 3.4. FANUC Care will become void:
 - a. Customer fails to report and briefly describe the defect involved in writing,
 - b. the defect was caused by fire, flooding, a power loss, lightning strike, defective wiring or connection or any other force majeure (No. 13)
 - c. the defect is the result of deliberate or negligent action on the part of the operator,
 - d. the defect is caused by a defect in equipment other than that delivered by FANUC,
 - e. FANUC Product or FANUC Spare part are shown to be fully functional,
 - f. FANUC Spare Parts or it's past is wear item meaning they are expected to have a shorter service life than the warranty period,
 - g. the Product is tampered with, misused,
 - h. improperly installed,
 - i. subjected to undue wear and tear,
 - j. or repaired by any party not authorized by FANUC.
 - k. is used outside of its specified technical parameters or in a manner not intended by FANUC.
 - l. Identification labels on the goods are illegible or missing completely,
 - m. Repairs or alterations performed by the Customer or any unauthorized third party will void FANUC Care. If installation was performed by the Customer or a third party, the Customer must provide proof that the issue occurred during normal operation.
- 3.5. Services covered under FANUC Care will typically be performed at the Product's registered location unless otherwise agreed upon in writing by FANUC.
- 3.6. The Customer must provide FANUC with adequate time and reasonable opportunity to remedy and address any issues covered under FANUC Care.
- 3.7. FANUC assumes no warranty or liability for non-FANUC manufactured products. Under no circumstances shall FANUC be held liable for any damage, loss, or deterioration caused by non-FANUC products to any FANUC machine, and the Customer acknowledges this exclusion of liability.
- 3.8. FANUC Care does not guarantee product availability, response time, or specific repair time unless expressly agreed in writing.

4. FANUC Care Coverage

- 4.1. FANUC Care covers all ROBODRILLS up to 8 years old, calculated from delivery date, or up to 28.000 running hours, whichever comes first. The coverage does not include paint damage, scratches, cosmetic imperfections, or any signs of wear and tear and normal usage.
- 4.2. FANUC Care coverage applies exclusively to the Product and spare parts explicitly listed in Annex 1 hereto.

- 4.3. FANUC Care includes the dispatch of covered parts during regular business hours from Monday to Thursday between 08:00 and 16:00, Friday from 08:00 to 12:00 local time and repair services conducted by a FANUC Field Service Engineer (FSE) following a prior FAR Call (if it is feasible on the customer's side). Travel costs associated with service interventions shall be covered.
- 4.4. Customers have access to the FANUC hotline during regular business hours for technical support and assistance.
- 4.5. Covered parts are guaranteed for a period determined upon inspection and specified in the Order.
- 4.6. FANUC Care services are limited to regions within FANUC's European service territory, as defined by FANUC. The list of covered territories is attached as Annex 2.
- 4.7. FANUC Care coverage per year shall be limited to an amount equivalent to twenty times the annual contract fee of the Product.
- 4.8. FANUC Care shall become void if the product is subjected to improper use, unauthorized modifications, operation outside its specified technical parameters, or neglect of the required preventive maintenance as specified in the contract or applicable documentation. For the avoidance of doubt, FANUC Care shall not apply to defects or damages directly or indirectly resulting from such circumstances.
- 4.9. The Customer shall notify FANUC in writing of any relocation of the Product at least ten (10) business days in advance, providing the Product identification data and the new installation address. FANUC Care shall not apply outside the approved service territory unless expressly agreed in writing by FANUC. FANUC may suspend FANUC Care until the relocation is approved and, where applicable, may revise pricing and/or conditions. Any relocation of the Product shall result in the suspension of FANUC Care services unless and until FANUC has performed a new installation check at the Customer's expense and confirmed in writing that the Product has successfully passed such installation check. During the period of suspension, the Customer shall remain liable for payment of all applicable FANUC Care fees in accordance with this Agreement. FANUC Care services shall resume only upon successful completion of the installation check and FANUC's written approval.

5. Customer Obligations

- 5.1. The Customer shall be responsible for operating and maintaining the Product in strict accordance with the manuals, instructions, guidelines, etc. provided by FANUC to ensure the continued validity of FANUC Care.
- 5.2. The Customer shall be obligated to ensure that all data and software on the Product are properly backed up prior to making the Product available for any FANUC Care service. FANUC shall not be liable for any loss of data or software during the service process, whether directly or indirectly.
- 5.3. The customer shall be required to conduct a FAR call when requested, in order to assess the Product and determine the fault.
- 5.4. The Customer shall grant FANUC access to the Product and the Customer's premises, as reasonably required, to conduct inspections, assessments, or FANUC Care -related services. The Customer (i) declares compliance with applicable health and safety regulations in the workplace and (ii) agrees to implement all measures required by law related to FANUC personnel access to the Customer's premises.
- 5.5. The Customer represents and warrants that the installation in which the Product is integrated complies with all applicable safety regulations, including without limitation Directive 2006/42/EC (Machinery Directive) and any applicable national implementing legislation. FANUC Care does not transfer to FANUC any responsibility relating to system integrator obligations, end-user obligations, or overall plant compliance with applicable safety regulations. The Customer remains solely responsible for assessing whether any intervention performed under FANUC Care may constitute a "Substantial Modification" under applicable law and, where required, for carrying out the necessary risk assessment procedures and CE marking obligations.
- 5.6. Safety Stop / Suspension. FANUC shall be entitled to suspend or refuse performance of any FANUC Care-related activity where, in FANUC's reasonable opinion, safe working conditions are not ensured, or applicable safety requirements are not met. In such case, FANUC shall not be liable for any delays or non-performance and may charge the Customer for any wasted costs incurred (including travel time and related expenses), unless the suspension is solely attributable to FANUC.

6. Claims Procedure

- 6.1. The Customer must promptly notify FANUC in writing of any defect covered by this FANUC Care as soon as reasonably possible upon discovery.
- 6.2. Such notification must include: (i) a detailed description of the defect, (ii) product identification information, and (iii) supporting evidence, including but not limited to error codes, images, or videos, where applicable.
- 6.3. Claims shall be submitted via E-mail to "service@fanuc.at".
- 6.4. Upon receipt of a valid claim, FANUC shall provide written acknowledgment within a reasonable time.
- 6.5. FANUC may require the Customer to participate in a FAR Call to conduct a preliminary diagnosis of the error or defect.
- 6.6. If the defect cannot be resolved via FAR call, FANUC will schedule an on-site service visit within a reasonable timeframe, subject to resource availability.
- 6.7. The Customer agrees to provide FANUC's service personnel with full and unimpeded access to the Product and to cooperate fully during diagnostic and repair activities, including granting safe and secure access to the premises.
- 6.8. FANUC will make reasonable efforts to repair or replace defective parts within a reasonable timeframe after diagnosis, subject to the availability of the necessary parts.
- 6.9. If FANUC determines that a claim is not covered under FANUC Care, FANUC will provide the Customer with written justification outlining the reasons for denial.
- 6.10. In the event that a reported defect is found not to be the result of a covered defect (e.g., user error or unauthorized modification), FANUC reserves the right to charge the Customer for diagnostic services, including travel costs, at its standard rates.

7. Change of Control

- 7.1. In the event of a Change of Control of either Party, the affected Party shall provide written notice to the other Party within sixty (60) days of such occurrence. For the purposes of these Terms and Conditions, a "Change of Control" shall mean (i) a merger, consolidation, or reorganization of a Party with or into another entity where the Party does not retain at least 50% of the voting power of the surviving entity,

(ii) a sale, transfer, or disposition of all or substantially all of the assets of a Party, or (iii) a change in ownership resulting in a third party or group acquiring more than 50% of the equity interest in a Party.

- 7.2 Upon receipt of such notice, the non-affected Party shall have the right to terminate the Contract or Order Confirmation of FANUC Care by providing written notice within three (3) months. If no such termination notice is given within the specified period, the contract shall continue in full force and effect under the new control.

8. Transfer of Rights and Obligations

- 8.1 The Customer's rights and obligations may not be assigned without FANUC's prior written consent.
- 8.2 FANUC may transfer, assign, charge, sub-contract or otherwise dispose of the FANUC Care contract, or any of its rights or obligations arising under it, at any time during the term of the contract.

9. Retention of Title

FANUC retains ownership of any service materials and spare parts supplied until full payment has been received. The Customer may not resell, pledge, or otherwise encumber any materials or spare parts that are subject to FANUC's retention of title.

10. Waiver

- 10.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 10.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11. Intellectual Property and Confidentiality

- 11.1 All intellectual property rights in reports, documentation, methodologies, assessment criteria, and related materials used or produced by FANUC remain the exclusive property of FANUC. No rights are transferred to the Customer except the limited right to use the report for internal purposes.
- 11.2 The Customer may use any results solely for internal operational planning and decision-making regarding the Product. Any commercial use, publication, or external distribution is prohibited without FANUC's prior written consent.
- 11.3 Both parties agree to maintain strict confidentiality regarding all business and technical information exchanged during the term of the contract. This obligation shall survive the termination of the contract. Each party shall ensure that its employees, agents, and subcontractors are bound by similar confidentiality obligations.

12. Data Protection

FANUC will process and store personal data in accordance with applicable data protection laws and regulations. The Customer consents to FANUC processing data necessary for the performance of the contract. FANUC will only transfer data to third parties if required for the fulfilment of the contract or if required by law. Further details regarding data processing are described in FANUC's privacy policy, which is available upon request.

13. Force Majeure

- 13.1 The expression "force majeure" shall mean any event of circumstances beyond the control of either party, including without prejudice to the generality of the foregoing, strikes, lock outs, trade disputes, accident to plant or machinery, shortage of any material, failure in whole or part of any power or energy supply, delays in or cancellations of deliveries or provision of services by third parties, riots, civil commotion, war national or international, emergency, destruction or damage due to natural forces, fire, flood, explosion, pandemic, epidemic and compliance with orders or requests of any national or local authority.
- 13.2 Except in relation to payment terms, neither party will be liable for breach of Contract if and to the extent that fulfilment of a term of these Conditions has been prevented, hindered or delayed by force majeure as defined in these Conditions, and in such event the time for fulfilment of such a term shall be extended for such a period as is reasonable in all the circumstances. It is understood between the parties that the contract may be terminated by either party if a force majeure event will last for six months or more, without such party being liable for damages to the other party by reason of such termination.

14. Remuneration

- 14.1 Remuneration for services shall be governed by the Service Agreement or the applicable price list referenced therein.
- 14.2 Unless otherwise agreed, billing shall be based on the actual time spent by FANUC personnel. Chargeable time includes preparation, connection time, analysis, troubleshooting, consultation, and documentation.
- 14.3 Any defined maximum duration per service or incident does not constitute a flat-rate fee but solely specifies the maximum permissible service time before escalation to an alternative service delivery (e.g., on-site service) may become necessary.
- 14.4 All prices are exclusive of statutory value added tax.

15. Governing Law and Jurisdiction

- 15.1 These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the relevant FANUC contracting entity is registered, excluding conflict-of-law principles and the United Nations Convention on Contracts for the International Sale of Goods. This choice of law ensures consistency with FANUC's corporate legal framework.
- 15.2 If any provision, or part of a provision, of these Conditions is found to be void or unenforceable, that provision, or part, shall be deemed to be deleted from this agreement. The remaining provisions of these Conditions shall continue in full force and effect, and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of these Conditions.

- 15.3 If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. Miscellaneous

- 16.1 Any dispute arising out of or in connection with this contract shall be resolved by alternative dispute resolution methods such as mediation or arbitration before resorting to litigation.
- 16.2 Any amendments to these Terms and Conditions must be made in writing. FANUC reserves the right to modify these Terms and Conditions at any time. This will not affect Orders confirmed prior to any such modifications, with respect to which, however, FANUC has no obligation to provide prior notice to the Customer.

FANUC Care – Annex 1

Spare Parts covered by FANUC Care

FANUC Care coverage applies exclusively to the spare parts explicitly listed:

- CNC control
- FANUC AC motors
- Power electronics
- Servo amplifiers
- Servo motors

FANUC Care – Annex 2

List of covered territories by FANUC Care (mainland - without islands unless the island is specified below)

Austria
Belgium
Bosnia and Herzegovina
Bulgaria
Croatia
Czech Republic
Denmark
Finland
France
Germany
Greece
Hungary
Ireland
Israel
Italy
Kosovo
Liechtenstein
Luxembourg
Macedonia
Moldova
Monaco
Montenegro
Netherlands
Norway
Poland
Portugal
Romania
San Marino
Serbia
Slovakia
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom