



ANNUAL REMOTE TECHNICAL SERVICES AGREEMENT

TERMS AND CONDITIONS

- 1. Scope of Services:** Biesse will deliver remote technical support for the machine(s) for a specified location. Remote Services include troubleshooting, diagnostics, software assistance, and operational guidance. Support is provided remotely via phone, email, online communication tools, or remote connections.
- 2. Service Availability:** Support services will be available 24/6 (excluding Sundays) unless otherwise agreed. Response times may vary based on volume, machine age, and urgency. Biesse shall make best efforts to respond to machine down cases within 2 hours of case creation. This guarantee is provided for in English.
- 3. Customer Responsibilities:** The Customer agrees to provide accurate machine information and error details, ensure stable internet connectivity to the machine(s), follow all safety instructions, maintain safe working conditions, and allow access to machine interfaces upon request (e.g., remote desktop, machine logs, system screenshots). Biesse is not responsible for any loss or corruption of Customer files nor for issues related to networking hardware, software, or third-party equipment and/or software compatibility. Customers are strongly encouraged to maintain regular data and program file backups. Customer understands and acknowledges that trained and skilled operators must be available during support sessions to ensure the Remote Technical Services are delivered as effectively and efficiently as possible.
- 4. Limitations of Remote Support:** Remote support does not include: Physical repairs or onsite service, pc repairs, replacement of parts or activity requiring physical interaction with the machine. If an onsite visit is required, offers shall be issued for onsite technical interventions.
- 5. Term, Fees and Billing:** The Services shall begin on the purchase date and continue for twelve (12) months, automatically renewing annually at Biesse's then-current prices unless Customer gives written notice at least thirty (30) days before renewal. Fees are billed according to services to be provided by this Agreement, and Customer is responsible for applicable sales and use taxes.
- 6. Biesse reserves the right to modify, revise, add to, remove, or otherwise change the Support offerings at any time, including the discontinuation of some or all Support. If any portion of the Support is discontinued or removed, Customer may choose to terminate the remaining portion of their current term and receive a pro-rated refund for the unused portion already paid.**
- 7. No Guarantee of Immediate Resolution:** While Biesse will make every reasonable effort to resolve issues remotely, successful resolution cannot be guaranteed, as some problems may require onsite intervention or parts replacement.
- 8. Liability:** Biesse is not responsible for any incidental and/or consequential damages, direct or indirect, incurred by Customer including, by way of example only, production downtime, lost revenue, issues caused by misuse, modification, or improper maintenance of the machine or actions taken by the Customer based on instructions not followed correctly.
- 9. Confidentiality:** Both parties agree to keep all shared technical information, machine data, and communication confidential.
- 10. WARRANTY: BIESSE WARRANTS THAT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. WARRANTY DOES NOT COVER: ISSUES ARISING FROM IMPROPER OPERATION, MISUSE, NEGLIGENCE OR UNAUTHORIZED MODIFICATIONS BY THE CUSTOMER, FAILURES RESULTING FROM NORMAL WEAR AND TEAR, ENVIRONMENTAL CONDITIONS, NETWORK OR ELECTRICAL SUPPLY ISSUES, REPAIRS, ADJUSTMENTS OR DIAGNOSTICS PERFORMED BY ANY OTHER PARTY OTHER THAN BIESSE, OR ANY PARTS, COMPONENTS OR THIRD PARTY PRODUCTS. THE BUYER'S SOLE REMEDY IS LIMITED TO THE RE-PERFORMANCE OF THE SERVICES. BIESSE DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 11. Acceptance:** Use of the Biesse remote support services constitutes acceptance of these Terms & Conditions. Any statements not included in this Support Agreement are not part of the agreement and are not binding on Biesse. Biesse expressly objects to and rejects any terms or conditions in any order submitted by Customer.
- 12. Service Response Guarantee:** In the event the Customer reports a machine down condition, Biesse shall contact the Customer within 2 hours of the case creation (provided that the case is created 2 hours prior to 5:30pm EST). Should Biesse fail to make such contact within the required two-hour period, the Customer shall be entitled to one (1) additional month of Support at no additional cost. This additional month of coverage will extend the end of the current contract period term by one (1) month. To receive this extension, the Customer shall submit the request in writing within a reasonable timeframe following the incident to service.na@biesse.com.

Note: Software upgrades, new software installations, PC image installations or restorations, and related services are not included. These are billable services beyond the scope of the Remote Technical Services Agreement.

To request a quote: Send email to service.na@biesse.com or call 877-824-3773, option 1.