

## **Product information protect(+)**

This service product is only valid in combination with new equipment.

Validity 60 months from shipping. Calculation based on machine gross price: protect = 6.0% and protect+ = 6.8%.

### **1. Terminology**

1.1. Customer: Defines the purchaser of a new machine with ENGEL protect(+)

1.2. ENGEL delivering plant: Designates the ENGEL production plant, subsidiary or representative facility where the equipment was physically located right before shipping it to the customer.

1.3. Shipping: Defines the handover of the equipment at the ENGEL delivering plant to a forwarding company in order to transfer it to the customer or at any other place specified by the customer.

1.4. Conditions: definition of all terms related to ENGEL protect(+).

1.5. Sales and service organisation: Defines the global sum of all direct ENGEL sales and service subsidiaries as well as all contractually authorized sales and service representatives which have received the required training and gained the experience to provide service on products sold by ENGEL.

1.6. e-service.24: Is an ENGEL developed product used for remote maintenance and service which enables the ENGEL sales and service organisation – only upon specific request of the customer - to analyse and solve certain issues directly online.

1.7. Coverage: Identifies the scope of protection that will be fulfilled by ENGEL protect(+).

1.8. Defect: Indicates the result on a component/on components that has been triggered by technical damage, regardless of whether the defect is covered under the present terms and conditions or not. Defect specifically also defines the condition of a component that shows wear at a level that exceeds the tolerances specified by ENGEL.

1.9. Equipment: Refers to the injection molding machine, robot, mold, automation or any other peripheral device sold by ENGEL and uniquely identified by an ENGEL serial number. All peripheral components sold with and explicitly printed on the equipment sales contract are integral part of and subsequently covered with that equipment.

1.10. Machine documentation: Identifies the technical description including all schematics, maintenance lists, bill of material and instruction manuals that are delivered with the equipment in electronic form.

### **2. Terms and conditions**

2.1. Period of validity:

Validity starts on the day of shipping the equipment from ENGEL delivery plant and will expire after 60 months.

2.2. Location of fulfilment of the agreement:

The fulfilment of the agreement is limited to the first production plant of the customer where the machine will be delivered to. Differing locations have to be defined on the machine order in written form. A transfer of equipment covered under the present agreement to a third location has to be notified to ENGEL immediately. ENGEL will in that case check the further validity of protect(+) and its affiliated services and confirm in written form if applicable.

2.3. Scope of benefits:

ENGEL will at a no cost basis solve all defects occurring on equipment that is covered under protect(+) within the period of validity. Exceptions of coverage are defined in paragraph 3 (scope of coverage). All cost associated with spare parts, transport to the customer site, remote or on site service work for repair, installation and commissioning are fully covered by ENGEL unless it is defined differently in the present information form.

2.4. Process of providing benefits:

The customer is obligated to immediately inform the ENGEL sales and service organisation about any detected defects. The ENGEL sales and service organisation will together with the customer and based on the available facts define a suitable solution. ENGEL can at its sole discretion and based on the requirement of a proper technical and economical solution define to replace or repair the defective component or define an alternative component that will equally fulfil the requirements in functionality and duration.

#### 2.5. Condition check:

ENGEL reserves the right to check the machines covered under protect(+) at any time at its own expense for proper manufacturing conditions as defined in the machine documentation and will get access for inspection within a reasonable time if requested.

##### 2.5.1. Corrective actions:

Any deficiencies in manufacturing conditions of the equipment covered under the present agreement in comparison with the machine documentation that are identified during these inspections will be communicated by ENGEL and corrected by the customer within a reasonable time period. ENGEL keeps the right to exclude any subsequent defects from coverage occurring directly or indirectly before, during or after the time agreed for corrective actions.

##### 2.5.2. Handling of major deficiencies:

In case of major deficiencies with considerable negative consequences expected for future reliability and defect rate of the equipment, ENGEL keeps the right to terminate the present protect(+) at any time. In that case the agreement fee will be credited proportionally to the remaining time of validity.

#### 2.6. Preventive maintenance:

Fundamental condition for ENGEL protect(+) is a preventive maintenance work by the local ENGEL sales and service at least once a year. This maintenance needs to be defined between the customer and the ENGEL sales and service organisation and is against invoice.

#### 2.7. Remote service:

Installed and ready-to-operate ENGEL remote service tool e-service.24 is mandatory for protect(+) and will be delivered together with new equipment against invoice. This online tool supports quick and efficient investigation and trouble shooting, and ensures shortest possible time to repair. Additionally it supports the service technician to be perfectly prepared for the visit on site. All preparations and required work to connect the equipment to a proper internet connection are within responsibility of the customer.

#### 2.8. Due diligence:

The customer is obliged to treat the equipment with due diligence and to ensure cleanliness of the equipment and the operating environment. The essential basis of operation conditions are provided with the machine documentation.

#### 2.9. Reporting requirements:

All detected defects on the equipment covered under the protect(+) have to be reported to ENGEL without delay. Additional defects or an increase of the initial defect as a result of delay in reporting are excluded from coverage unless the customer could not have been able to recognize the defect with reasonable efforts (see 2.8).

#### 2.10. Management of return goods:

Unless it is not differently agreed in written form, all defective components need to be kept available to ENGEL for inspection. If requested by ENGEL the defective components have to be returned to ENGEL or if pickup is organised by ENGEL it has to be properly prepared for shipping at customer's expense.

#### 2.11. Limitation of liability:

ENGEL shall be liable for any bodily injury and damage to the customer's property in accordance with the respective provisions of the applicable law, however, the liability for damages to property shall be limited to the indemnification payments actually effected by the GGL Insurance maintained by ENGEL. ENGEL will provide the customer with an insurance certificate upon request. Except as expressly otherwise provided in this paragraph, but notwithstanding any other provision herein, ENGEL shall not be liable to the customer for any pecuniary, indirect or consequential damages including, but not limited to, loss of profit, loss of contracts or loss of production.

### **3. specification ENGEL protect**

#### **3.1. Scope of coverage:**

Covered are all defects on equipment that is delivered with protect.

In case of a defect, ENGEL will immediately work out a solution as defined under 2.4. and communicate that solution including the time line of execution to the customer. The given urgency will certainly be accounted for when defining the solution and the execution will be prioritized accordingly.

Cost for spare parts including packaging will be fully covered by ENGEL.

Shipment will be organised by ENGEL and will be executed by our standard transport channels which typically is UPS express (red). Costs for shipment inside EC are covered by ENGEL; special transports and those out of EC are not covered by protect and will be invoiced separately.

Additionally, all service labour during regular working hours from Monday to Friday (except public holidays) for problem identification and problem solving is also covered by protect and will be provided without additional cost for the customer. Travelling costs inside EC are covered; travelling outside EC will be invoiced separately. The service call will be covered by the technician closest to the equipment location or for emergencies a reasonable alternative.

In any case the exceptions outlined under 3.3. are effective.

#### **3.2. Calculation of fee:**

The fee for ENGEL protect is 6% of the non-discounted list price for all equipment covered under the present agreement including all peripheral components and options that were initially sold with that equipment and specifically mentioned in the sales contract. Payment is together with equipment.

#### **3.3. Excluded from coverage:**

3.3.1. wear items: filters and filter cartridges, batteries, seals, hoses, heater bands, belts, damping components, plastic components of safety gate  
3.3.2. operating material: hydraulic oil, lubricants, coolants or coolant additives

3.3.3. components for plasticising unit if wear or process related: nozzles (standard or shut off nozzles), plasticising screws, plasticising cylinders, screw tip assemblies

3.3.4. Defects caused by any external force, either intentional or unintentional consequence of the accident, influence of weather, forces of nature, temperatures out of tolerance, fire, explosion, flood, war or terrorist activity, nuclear radiation or nuclear accident scenarios, strike activities, incompliance with the machine documentation, vandalism, robbery or theft, rental to others, operation at non-agreed locations, acts of God, improper repair or alterations, rust or corrosion, leakage of plastics, liquids or compressed air, operation of a faulty system (unless approved in writing by ENGEL) or lack of cleanliness and maintenance

3.3.5. Defects occurred during installation or transport

3.3.6. Defects on retrofitted components and options that were not initially included in the equipment, unless retrofitted by ENGEL and confirmed in written form in the order confirmation that the retrofit is an integral part of the present agreement.

3.3.7. General wear and tear, corrosion, optical flaws unless covered by normal warranty or by the present product information.

3.3.8. Labor cost for regular or preventive maintenance

3.3.9. Costs for subsequent defects, these include, but are not limited to, loss of production, damages as a result of component defects on equipment, buildings or devices that were not originally purchased with the equipment covered under the present agreement or if specifically excluded from coverage unless otherwise by 2.8 defined.

3.3.10. Defects that are covered elsewhere (e.g. insurance)

3.3.11. Costs for repairs that were not performed or authorized by ENGEL

3.3.12. Defects including subsequent defects and consequential damage resulting from insufficient compliance with the technical specifications in the machine documentation or improper operation or a change in the location of the system not carried out or agreed by ENGEL.

3.4. relation of service claims to other claims

Herein agreed rules apply in addition to any claims derived directly from the sales contract of the covered equipment with regards to defect rectification, without limiting the latter.

**4. specification ENGEL protect+**

4.1. Scope of coverage

Similar to protect but including wear parts (3.3.1)

4.2. calculation of fee

Similar to protect (3.2) but 6.8%

4.3. excluded from coverage

Similar to protect (3.3) but wear parts (see 3.3.1) not excluded

4.4. relation of service claims to other claims Similar to protect (3.4)

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