



1. Purpose of the remote maintenance  
A KEB employee connects to the Customer's machine or equipment via the latter's computer, thus accessing it for the remote maintenance. Using this method, there is the possibility of supporting the commissioning, analyzing errors and performing services.
2. Remote maintenance shall also be offered as a support option. For this purpose, KEB connects to the Customer's machine or equipment as described above. The Customer must approve the connection, and communication channels are likewise to be provided in a similar manner to the software that is used. KEB's independently taking control is otherwise impossible. To the extent that the control via KEB is approved, the Customer must ensure that the person responsible for the machine, or his substitute, is present in front of the computer during the entire remote-maintenance session. The Customer shall at all times have the option of terminating the transmission of the control and is likewise required to do so if required.
3. If KEB finds malfunctions that require an action during the remote maintenance, KEB shall support the Customer in the repair and maintenance, to the extent that this is possible for KEB with the telecommunication resources described in the contract.
4. If the equipment or machine cannot, or not fully, be repaired via the remote maintenance, then KEB shall notify the Customer about this. At the request and expense of the Customer, KEB shall undertake further maintenance and repair measures.
5. KEB accepts the task description listed in the contract concluded with the Customer. KEB neither provides a guarantee that all the intended success can be achieved by means of the contractual services, nor for the functionality of the machine or equipment.
6. The Customer shall ensure the operational and transport safety of his computers, the other IT infrastructure and any possible equipment and machinery connected with this. The Customer shall meet all the transport-safety obligations resulting from and in connection with the implementation of remote-maintenance services via KEB or third parties assigned by KEB. In particular, the Customer must ensure that there are no persons present in the danger zone during the remote maintenance of equipment or a machine to be controlled via his computer and ensure that such equipment or machine can be shut down at any time via an emergency stop switch.
7. Each of the Parties shall be responsible on its own respective side for the maintenance and the operation, including the costs, of the necessary data connection. In addition, the Customer is responsible for the suitability of the data connection for the intended communication and particularly that it has the required bandwidth. If the data connection is disrupted, and if KEB is unable or insufficiently able to receive data, then KEB shall be released from the services of the contract. This shall likewise apply if the data quality makes it impossible for KEB to perform the services. In this case, KEB must notify the Customer about a recognizable disruption of the data connection.
8. The remote maintenance is based on an SSL-secured connection, whereby special software is required for the connection setup. The Customer shall be informed about the technical requirements for the remote maintenance prior to the implementation. As a part of this, the Customer will complete a corresponding questionnaire. The Customer shall be responsible that these technical requirements for the remote maintenance on his side are met. The Customer is additionally responsible to ensure there is access to and control of the equipment and machines he uses when the remote maintenance is used.



9. The Customer accepts that the remote-maintenance services solely serve the support of the Customer's employees on site. As a part of the remote maintenance, KEB solely provides support by providing recommendations for specific actions that are to be implemented or realized by the Customer's employees. If employees of KEB itself implement the recommendations by using the remote maintenance, then the implementation is only carried out for the Customer and in agreement with the Customer. The Customer remains responsible for all actions carried out via its computer, even if modifications are implemented by KEB. In particular, the Customer shall be required to review all recommendations and activities of KEB in regard to the suitability and expediency as well as to take into account possible risks. Under no circumstances should the decision regarding a specific task or an individual activity be left to the employees of KEB or a recommendation of KEB be adopted without having been reviewed.
10. In the performance of remote-maintenance services, KEB always assumes that the following listed assumptions are applicable. In this respect, the Customer guarantees the correctness of these assumptions at the respective point in time of the performance of the remote-maintenance services.
  - a. The Customer has provided to the KEB Service all the basic data with the questionnaire "Information on the preparation of a remote maintenance" (Annex 1).
  - b. Immediately prior to beginning the remote maintenance, all the data that could be affected within the framework of the remote maintenance must be safeguarded by the Customer.
  - c. An access to and a disclosure of personal data via the KEB Service in the course of the remote maintenance is excluded. The responsibility for the protection of personal data of employees and customers of the Customer as well as trade secrets of the Customer remains solely with the Customer. The entire session shall be recorded and stored by KEB for the purposes of monitoring and optimization.
  - d. All machinery and equipment that can be accessed as part of the remote maintenance must never be in productive use during the remote maintenance.
  - e. No persons are in the vicinity of machinery and equipment that can be controlled via a computer of the customer; even in the case of malfunctions and faulty operations, a danger to persons is excluded.
  - f. If there are objects found in the vicinity of machinery and equipment, then it exclusively involves testing materials whose damage or destruction has been taken into account.
  - g. Employees of the customer continuously monitor each activity of KEB that is performed as part of the remote maintenance; in the case of risks and concerns, the remote maintenance will be immediately interrupted.
  - h. In the case of "safety functions" – particularly according to DIN EN 61508 and DIN EN ISO 13849-1, thus particularly for safety components according to the Machinery Directive – the Customer is to determine whether the remote maintenance requires a new EC-type examination.
11. The Parties agree that a one hundred percent security of the data transmission for the remote maintenance cannot be guaranteed. For this reason, the Ordering Party shall carry out sufficient data backups and protect sensitive data from access via the remote-maintenance systems. The liability for data loss shall be limited to the typical restoration expenses that would have been incurred in the case of regularly copying backed-up data in accordance with the risk. The regulations from Item 12 of these conditions apply in addition.



12. The liability of KEB for any legal reason shall be limited to intent and gross negligence as well as the violation of fundamental contractual obligations. An obligation is contractually fundamental if the achieving of the contractual purpose is of fundamental significance, the fulfillment of which makes the proper execution of the contract possible and the observance of which the customer relies and may rely upon. In the case of violation of fundamental contractual obligations due to minor negligence the liability of KEB shall be limited to the compensation of foreseeable damage. These limitations of liability shall not apply in the case of malicious intent, the injury to life, limb or health, a breach of a guarantee and in cases where the product liability law applies.
13. These conditions shall exclusively apply to the legal relationships between KEB and the Customer in connection with the remote-maintenance services. General Terms and Conditions of Business of the Customer shall apply only to the extent that KEB has expressly agreed to these in writing. The scope of services shall be determined by the written statements mutually agreed by both Parties.