

OFFER SERVICE- AND MAINTENANCE AGREEMENT

for systems of
SLM Solutions Group AG
Estlandring 4
D-23560 Lübeck

at the customer
Technická univerzita v Liberci
Studentská 1402/2
CZ-46117 Liberec 1

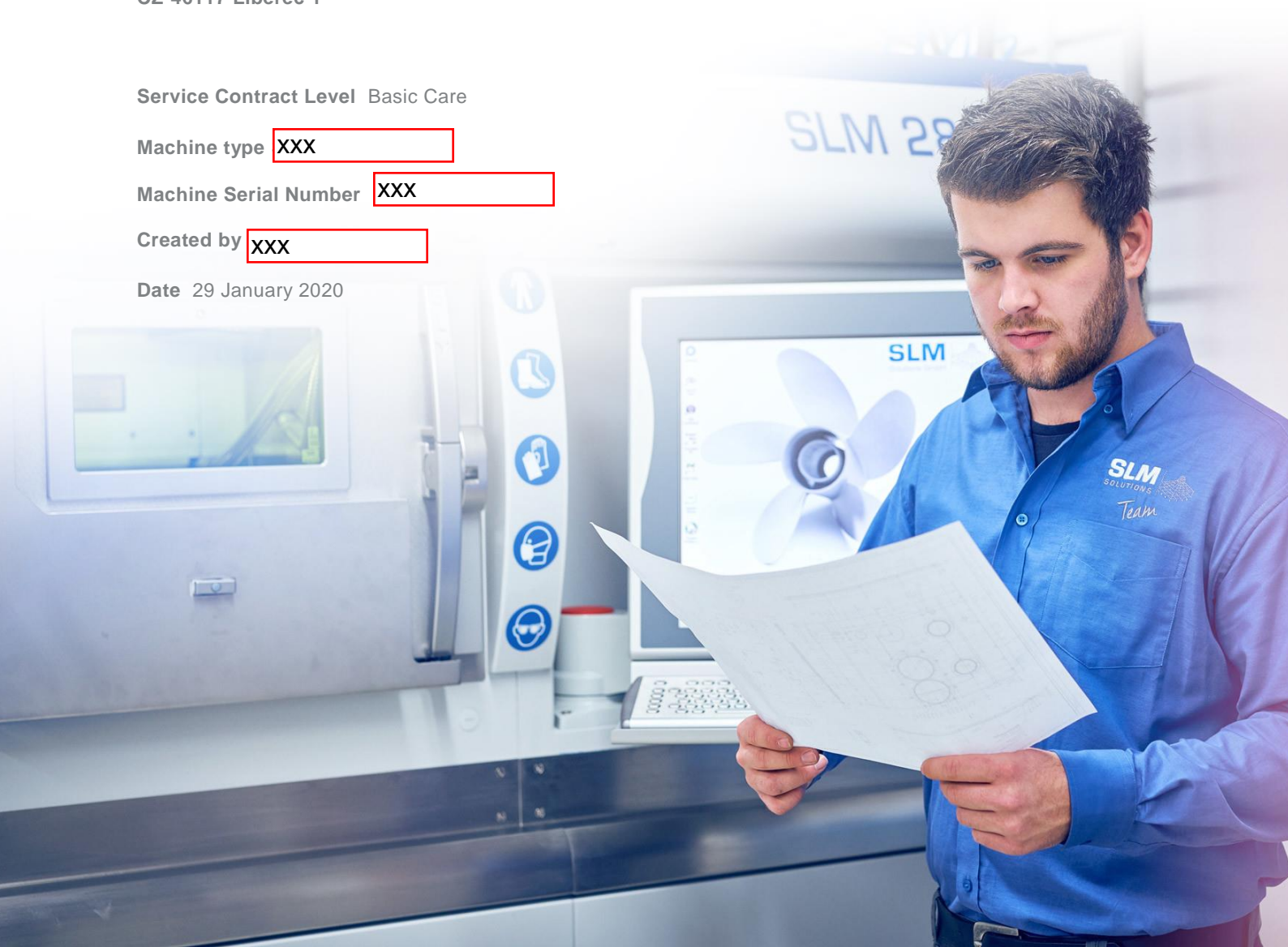
Service Contract Level Basic Care

Machine type

Machine Serial Number


Created by

Date 29 January 2020



INTRODUCTION

The following offer ensures that the systems of SLM Solutions Group AG at Technická univerzita v Liberci are supervised, maintained and a high level of functionality and availability is ensured through regular service activities.

SERVICE	BASIC CARE	CLASSIC CARE	TOTAL CARE
 Technical Support Hotline	✓	✓	✓
 3 Level Support Process	✓	✓	✓
 Remote Service	✓	✓	✓
 e-Learning	✓	✓	✓
 Software Upgrades**	✓	✓	✓
 Parameter Upgrades	✓	✓	✓
 1x Maintenance Visit / Year	✓	✓	✓
 Preventive Maintenance Parts	✓	✓	✓
 Additional Repair Parts	✗	~ *	✓
 Additional Labor	✗	✗	✓

*only non optical parts

** exclusive Additive.Designer

BASIC CARE

Basic Care contains access to all Service Products to receive the best support and maintenance for your machine and application. In the following sections, you will find a detailed description of the individual services that are included within Basic Care. Support Hotline, Remote Service, eLearning, Software & Parameter Upgrades, the Maintenance Visit and the included preventive maintenance parts.

TECHNICAL SUPPORT HOTLINE

If any kind of problem occurs while operating the machine, our team of well-trained service technicians and application engineers will try to solve the problem in cooperation with the customer via phone, email and / or remote online access to the machine as quickly as possible. We will also help you to find the optimal setting for your application. This service is available as standard between the hours of 08:00 and 16:30 CET, Monday through Friday, excluding German public holidays. The Technical Support Hotline will be available 24 hours (Mo-Fr).



REMOTE SERVICE

Via a remote connection, we have the possibility to analyze different system characteristics to identify faults and corrections. So we may already know before the visit which steps have to be carried out and in over 50% of the cases even an on-site visit can be avoided. That saves time and money. Remote access is only possible if the customer has agreed to an online connection and access with SLM Solutions.

E-LEARNING

With the e-learning platform, we offer you a multimedia supplement to personal machine training. The contents of different work steps are illustrated by pictures, animations and videos and thus support sustainable learning success. In addition, the learner is able to complete the processes in an individual sequence through a personalized approach. With each maintenance contract, you receive an account for the basic module.

SOFTWARE AND PARAMETER UPGRADES

Technological progress makes it possible to continuously improve the features of the machine-software. The customer will get free access to all software upgrades that are suitable to run on the machine in its configuration at the point of the software-release. The Upgrades are only related to SLM own Software (LCS, LMC, MCS, Scout) Changes of the machine hardware that are required to run the software are not covered. Newly available parameter settings, for the metal powder you are operating with, will be provided free of charge.

MAINTENANCE VISITS

By continuous inspecting and maintaining the SLM System and equipment, we increase the machine availability and stable the part quality. The maintenance visits are necessary to control, adjust, exchange and calibrate components that are in focus due to fatigue, abrasion and / or damaged condition. With the maintenance visits by our service technicians and engineers, all system components are inspected, measured and calibrated. The travel costs, working hours and hotel costs of the Service technician or engineer are included in the total price of the Service Agreement.

PREVENTIVE KITS

With the annual maintenance, we specifically replace the most important wear parts. This allows us to prevent unscheduled downtime and increase productivity. All preventive parts are included in the package price.

DESCRIPTION	XXX
Beam entry glass D130 compl.	1
Seal platform package 280mm	1
O2 sensor 2m assembly (calibration/ exchange)	2
metal spring bellows DN40x100mm	3
slide seal ring 345x90x3mm PTFE white	1
Felt seal 10x10x1000mm	2
round cord D3	4
ISO-KF centre ring DN40 Silicone	2
Screw M4x18 DIN912/ ISO4762	50
Centering ring DN40 O-Ring FKM	10
round cord D8 foam SL584 white	5
Clamping ring DN40	10
round cord D6 foam SL584, white	5

QUOTATION SERVICE CARE

The Service contract is available with different durations. SLM Solutions offers 1, 2 or 3 years of contract duration. The contract is automatically prolonged if no party submits the termination in writing within a three-month notice period prior to the end of the agreed contract run-time.

CUSTOMER	Technická univerzita v Liberci
START DATE	01.03.2020
CONTRACT DURATION	36 Months
SERVICE TYPE	Basic Care
MACHINE TYPE	XXX
SERIAL NUMBER	XXX

SLM 280 HL BASIC CARE

MACHINE YEAR	1st	2nd	3rd
Service Contract Type	Basic Care	Basic Care	Basic Care
Price	6.800,00 €	6.800,00 €	6.800,00 €
Discount	5%	5%	5%
Annual Fee	6.460,00 €	6.460,00 €	6.460,00 €

All prices are exclusive of tax

The billing of the annual fee is proportional to the calendar year. The first payment shall be made at the beginning of the new contract year for the remaining calendar year. The remaining amount shall be paid at the beginning of the new calendar year for the remaining contract year.

All payments must be made within 10 days of receipt of the relevant invoice.

SLM Solutions will have the right to withhold services if payments are not received within the stated terms.

1. LIMITATIONS AND EXCLUSIONS

The Service Contracts are subject to the following exclusions and limitations:

- a) Software not supplied by SLM Solutions
- b) Any and all additions or alterations made to and/or wholly or partly merged with the system without the written consent of SLM Solutions
- c) Wear parts and consumables according to the manual if not mentioned otherwise
- d) Repairs or damage in particular but not exclusively due to the following:
 - Willful misconduct or gross negligence towards the equipment by Technická univerzita v Liberci
 - Climate conditions outside the desired specification
 - Fluctuations or interruptions in the power supply outside the desired specification
 - Movement or transportation of the equipment not supervised under the responsibility and/or control of SLM Solutions
 - Improper handling, non-compliance with the manual or use against intended purpose

2. TERM AND TERMINATION

- a) This contract is automatically renewed for another year if it is not terminated at the end of the contract period within the deadlines specified under 2.b).
- b) This Contract can be terminated by each party three (3) month before the end of the agreed period of this Service Contract. The termination must be in writing.
- c) The parties' right for premature termination due to breach of contract remains unaffected.
A justifiable reason for premature termination would be especially if
 - Technická univerzita v Liberci did not affect payments due within 3 weeks after having received a reminder;
 - Technická univerzita v Liberci files for bankruptcy, regardless whether application was made by the concerned party, any public authority or the party's creditors
 - Technická univerzita v Liberci breaches the contract severely in any other way or the breach of contract is continued in spite of a warning having been given or a similar breaches occur within one year after a warning has been given;
- d) Upon premature termination by Technická univerzita v Liberci or due to failure of Technická univerzita v Liberci to comply with the contractual obligations herein specified, SLM Solutions shall be entitled to premature compensation in the amount of the granted discount to the relevant service package between initial and premature point of termination. This shall not apply if premature termination was due to reasons caused by SLM Solutions.
- e) Technická univerzita v Liberci cannot transfer this contract without SLM Solutions prior written consent, which consent will not be unreasonably withheld.

3. MISCELLANEOUS PROVISIONS

Technická univerzita v Liberci shall grant SLM Solutions and its employee's full access to the SLM Solutions systems and shall provide SLM Solutions with all amenities such as rooms, electricity and local telephone free of charge, in order to perform the services according to the contract. All disassembled and replaced parts and materials shall pass back into ownership of SLM Solutions and must be returned to SLM Solutions.

In the context of condition-oriented maintenance measures, supporting remote operations and efficient operational preparation, SLM Solutions can save necessary log files, the machines defined in this contract. These can be used anonymously with the help of third-party providers to improve fault diagnosis, reaction speed, machine availability and service performance.

4. WRITTEN FORM, REPLACEMENT OF INEFFECTIVE PROVISION

Amendments to the present contract must be made in writing and signed by both Parties. This shall also apply for amendment or cancellation of the requirement for written form.

The invalidity of a provision of this Contract shall not result in the invalidity of the entire Contract. The invalid provision shall be replaced by an agreement, which comes closest to the object of the Contract and the intention of the Parties.

The Parties mutually agree that for conclusion of the agreement an electronically transmitted version (e.g. PDF-Scan via email, facsimile etc.) will be sufficient as to form and effectiveness and is considered the original if bearing the signatures of both Parties. The Parties reassure and warrant that the agreement will not be changed or modified in any way thereafter unless prior written approval was received from the other Party.

The contract will be published by the Technical University of Liberec, according to the Act No. 340/2015, Coll. (on the Register of Contracts) in the Register of Contracts administered by the Ministry of the Interior of the Czech Republic. The Contract shall be valid on the date of its signing by the contracting parties and enter into force on the date of its publication in the register of contracts.

5. APPLICABLE LAW

All disputes and differences, which may arise out of or in connection with the present Service Agreement, will be settled in an amicable way. Should it appear to be impossible to settle the dispute in an amicable way, the parties agree to settle the dispute by means of arbitration as per the rules of the international chamber of commerce. Place of arbitration shall be Frankfurt am Main. Each Party shall appoint one arbitrator. Both arbitrators shall then choose a third arbitrator. The award of arbitration shall be binding for both parties.

Additionally SLM Solutions shall also be entitled to sue Technická univerzita v Liberci before the relevant court having jurisdiction over the SLM Solutions' place of business or the court having jurisdiction over Technická univerzita v Liberci place of business for any open or unpaid invoices.

This contract shall be governed by the laws of the Federal Republic of Germany excluding its conflict of laws provisions. For issues not clearly defined in this contract the General Terms and Conditions of SLM Solutions shall apply.

Signed for and on behalf of:

Technická univerzita v Liberci

Signature _____

Printed Name _____

Title _____

Date 7.2.2020

Signed for and on behalf of:

SLM Solutions Group AG

Signature _____

Printed Name _____

Title _____

Date 12.2.2020