



## General Terms and Conditions for Success Packs (Bronze, Silver, Gold) of GF Machining Solutions – Version 01/2025

### 1. General

- 1.1 These General Terms and Conditions govern the contractual framework conditions between GF Machining Solutions Sales Switzerland SA, via Zandone 1, 6616 Losone, Switzerland ("**GF**") and a contractual partner of GF ("**Customer**") in connection with the provision of services by GF to the Customer as set forth in Annex 1 (hereinafter individually referred to as "**Bronze Success Pack**", "**Silver Success Pack**", "**Gold Success Pack**" and jointly as "**Success Packs**").
- 1.2 In addition, the General Conditions of Contract for the Supply of Plant and Machinery of GF and/or the contractually agreed conditions between GF and the Customer shall apply. In case of conflict between GF's General Conditions of Contract for the Supply of Plant and Machinery and/or the contractually agreed conditions between GF and the Customer and these General Terms and Conditions for Success Packs, these General Terms and Conditions for Success Packs shall prevail.
- 1.3 By purchasing a Success Pack, the Customer accepts these General Terms and Conditions for Success Packs in full and without alteration. These General Terms and Conditions form an integral component of the agreements made between GF and the Customer. Deviating or supplementary general terms and conditions or provisions of the Customer shall not apply and shall in no case be recognized by GF.
- 1.4 The Success Packs are valid for the GF machine types listed in Annex 2 (hereinafter jointly referred to as "**Machine**"), with each Success Pack applying to a single Machine only.
- 1.5 The contract shall be deemed to have been entered into upon receipt of GF's written acknowledgement stating acceptance of the Customer's Success Pack order.

### 2. Extended Warranty (applicable only to Gold Success Pack)

- 2.1 The full warranty is granted by GF upon the purchase of the Machine and is a standard one-year warranty for the Machine, which covers the spare parts and labor required to address defects in the Machine ("**Full Warranty**"). The Extended Warranty is part of the Gold Success Pack and serves as a supplement to the Full Warranty, providing an additional coverage beyond the Full Warranty. The Extended Warranty provides extended warranty coverage for the Machine components defined in Section 2.2 during the Gold Success Pack subscription terms outlined in Section 14.
- 2.2 It covers any defects to the following Machine components which before the expiry of the Extended Warranty period, are proven to be defective due to bad material, faulty design or poor workmanship: the spare parts, the Step-Tec spindles (hereinafter referred to as "**Spindles**"), the related human monitoring interfaces (HMI), the computer numerical controls and the tool tower (hereinafter referred to as "**Extended Warranty**"). Under this Extended Warranty, GF will, at its discretion, provide upon the Customer's written request, new or refurbished Machine components as specified in this Section. The related labor for repair and replacement is included in this Extended Warranty.
- 2.3 Specific provisions for the Extended Warranty apply to Spindles (see Section 3).
- 2.4 The order for a Gold Success Pack must be placed by the Customer before the expiry of an existing Gold Success Pack subscription or before the expiration of the Full Warranty.
- 2.5 If the Full Warranty or an existing Gold Success Pack subscription has already expired at the time of the intended purchase of the Gold Success Pack, GF will perform a technical evaluation of the Machine to determine if it qualifies for integration into a Gold Success Pack or requires refurbishment to meet eligibility criteria.

- 2.6 The Extended Warranty is effective on the subscription date specified in GF's order confirmation, for the contract period subscribed to by the Customer and in any case will end upon expiry of the Maximum Term, unless previously terminated by the Customer in accordance with Section 14.2.
- 2.7 Excluded from the Extended Warranty are:
- a) System 3R robots (magazine and robots);
  - b) Wear parts and consumables, including labor for their replacement;
  - c) Machine hardware upgrades (retrofit and new Machine components), which must be purchased separately and installed according to GF's specified installation procedure. Once purchased, such upgrades are covered by the Extended Warranty;
  - d) Customer's tools for blocking the parts produced by the Machine;
  - e) Defects or damages to the Machine due to improper handling, use of non-OEM spare and wear parts, use of liquids, fluids or media that do not comply with the recommendations in GF's Machine User Manual. Non-compliance with the instructions in GF's Machine User Manual by the Customer invalidates the Extended Warranty;
  - f) Defects or damages to the Machine resulting from failure to comply with the installation and operating instructions in GF's Machine User Manual, particularly regarding operation, transport, storage, integration, commissioning, use and maintenance of the Machine;
  - g) Defects or damages to the Machine, including Spindles, caused by normal wear and tear, improper storage and maintenance, overstressing or overloading, unsuitable operating media, improper repairs, alterations by the Customer or third parties or software not authorized by GF;
  - h) Defects or damages to the Machine due to other reasons beyond GF's control;
  - i) Defects or damages to the Machine that occurred or were discovered when the Machine was not covered by a Gold Success Pack.
- 2.8 In case of repair or replacement of spare parts, related human monitoring interfaces (HMI), computer numerical controls and/or tool tower during the Extended Warranty, the warranty coverage for such repaired or replaced Machine components will continue until the expiry of the current Extended Warranty period.
- 2.9 The Extended Warranty is not transferable to any third party who subsequently purchases, leases or acquires the Machine from the Customer.
- 2.10 If the Machine's location is transferred to another country, the Extended Warranty will automatically expire.

### **3. Extended Warranty for Spindles (applicable only to Gold Success Pack)**

- 3.1. The Extended Warranty for Spindles applies to standard Spindles, integrated in GF machines of the following type: Mill E (U) series, Mill P (U) series, Mill S (U) series and Mill X (U) series, as listed in Annex 3 under the following link: <https://www.gfms.com/content/dam/gfms/pdf/lifecycle-services/success-packs/en/spindles-extended-warranty-annex2.pdf>
- 3.2. Orders for technical customization of standard Spindles will be subject to separate charges. GF will assess if such customized Spindle qualifies for integration in the Gold Success Pack.
- 3.3. The Extended Warranty for Spindles included in the Gold Success Pack provides warranty coverage up to a maximum of 6'000 operating hours during the first year of the Gold Success Pack subscription, starting from the subscription date specified in GF's

order confirmation. The Customer may extend this warranty coverage up to a total of 18'000 operating hours at an additional cost.

- 3.4. From the second to the fourth year of the Gold Success Pack subscription, the Extended Warranty for Spindles automatically includes warranty coverage for up to a maximum of 18'000 operating hours.
- 3.5. The Extended Warranty for Spindles expires upon the earlier of:
  - a) The expiry of the Maximum Term, unless terminated earlier by the Customer in accordance with Section 14.2, or
  - b) the Spindle reaching the maximum operating hours specified in the Sections 3.3 and 3.4.
- 3.6. If the Extended Warranty for Spindles expires due to reaching the maximum operating hours specified in Sections 3.3 and 3.4, the Extended Warranty will remain valid for all other Machine components listed in Section 2.2, provided that the Extended Warranty for such Machine components has not yet expired.
- 3.7. Excluded from the Extended Warranty for Spindles are:
  - a) All wear parts as listed in GF's Operating and Maintenance Manual;
  - b) Spindles other than Step-Tec;
  - c) Spindles not sold and installed by GF;
  - d) Defects or damages to the Spindles due to improper handling of Spindles;
  - e) Defects or damages to the Spindles caused by non-compliance with GF's Spindle User Manual, particularly regarding transport, storage, installation, commissioning, use and maintenance of the Spindle;
  - f) Defects or damages to the Spindles resulting from milling processes generating vibrations exceeding 3G or crashes over 30G. Milling processes must be optimized by the Customer in accordance with the GF's Operating and Maintenance Manual to ensure the Spindle's life span;
  - g) Defects or damages to the Spindles caused by unsuitable ambient temperature for the Machine and/or Spindles below 10°C or above 45°C;
  - h) Defects or damages to the Spindles that occurred or were discovered when the Spindle was not covered by a Gold Success Pack;
  - i) Defects or damages to the Spindles caused by tool holders or operating media that do not meet the requirements of GF's Operating and Maintenance Manual.
- 3.8. In case of replacement of a defective Spindle during the Extended Warranty term, the warranty for the replaced Spindle will be valid until the expiry of the current Gold Success Pack subscription term.

#### **4. Discounts**

- 4.1. The Silver and Gold Success Packs include custom specific discounts on GF's catalog prices for spare parts and labor (excluding consumables) related to preventive maintenance and on-site interventions on the Machine, under the following conditions:
  - a) the Customer has purchased a Silver Success Pack, or
  - b) the Customer has purchased a Gold Success Pack, but the Extended Warranty does not apply as per Sections 2.7 and 3.5.
- 4.2. These discounts cannot be combined with other discounts, promotions or loyalty programs.

## **5. Preventive Maintenance and related services**

- 5.1. The Silver and Gold Success Packs include a Preventive Maintenance service. It consists of an annual scheduled on-site intervention and an OEM-certified maintenance kit, containing the wear parts required for the Preventive Maintenance. The kit's composition is determined by GF, based on the Machine's type and configuration. The Preventive Maintenance will be performed by GF according to GF's Preventive Maintenance checklist.
- 5.2. The Preventive Maintenance requires a temporary interruption of the Machine's operation. The duration of the Preventive Maintenance may vary depending on the Machine configuration and GF's Preventive Maintenance checklist. The estimated duration required for Preventive Maintenance can be obtained from GF's sales representative to help minimize business interruption. The estimated duration of the Preventive Maintenance is indicative only and not guaranteed.
- 5.3. The maintenance kit will be provided by GF prior to the Preventive Maintenance service. Depending on the Customer's Machine options, additional parts not included in the maintenance kit may be required, which will be invoiced separately. Before performing the Preventive Maintenance, GF will inform the Customer of any additional parts needed and provide a corresponding cost estimate.
- 5.4. The list of parts included in the maintenance kit, which varies depending on the Machine type and configuration, will be available upon Customer's request.
- 5.5. Additional services included with the Preventive Maintenance:
  - 5.5.1. Secure Backup: The Preventive Maintenance service includes an annual Secure Backup which involves a physical software backup. Depending on the Machine type, an USB stick or a clone on an external device will be used as storage medium for the Secure Backup, which will be transferred to the Customer. GF will not retain any copies or data from the Secure Backup. The Customer is fully responsible storing and backing up of the USB stick or external storage medium containing the data.
  - 5.5.2. Certificate: GF will issue an annual Certificate to Customers using GF's Preventive Maintenance (see Section 5) for Machines containing OEM certified wear parts. The Certificate will confirm that the Preventive Maintenance was performed according to GF's Preventive Maintenance checklist and that the wear parts replaced as part of GF's Preventive Maintenance are original parts from GF's certified maintenance kit.

## **6. Core Components Diagnosis**

- 6.1. The Core Components Diagnosis is part of the Silver and Gold Success Packs. This service includes an annual check-up of key Machine components (e.g., geometry, Spindle for Milling Machines, generator for EDM Machines, and laser source for Laser Machines), along with a detailed report from GF.
- 6.2. This service also includes an advanced reading of the Machine's performance, a yearly positioning performance check-up and recommendations for improving the Machine's performance, if needed.
- 6.3. The Core Components Diagnosis does not include the correction of any deviations identified during the diagnosis.
- 6.4. As part of the Silver or Gold Success Pack, the Core Components Diagnosis is performed during the annual Preventive Maintenance (see Section 5).



- 6.5. In case the Customer declines the suggested procedures, a replacement option of equivalent value may be offered by GF.

## **7. Onsite technical support**

- 7.1. This service is available only in China for Bronze and Silver Success Packs.
- 7.2. It includes 16 hours (travel and working hours) of on-site technical service, which can be used for Machine inspections or repair support for Machines covered under a Success Pack.
- 7.3. This service is not available during the Full Warranty period or when a Gold Success Pack subscription is active.

## **8. Extended Remote Support**

- 8.1. As part of the Bronze, Silver and Gold Success Packs, the Customer will receive Extended Remote Support for service requests submitted through My rConnect. The use of My rConnect is subject to the General Terms and Conditions available at [General Terms of Delivery and rConnect - GF Machining Solutions](#).
- 8.2. The Extended Remote Support includes GF's technical support, available 24 hours a day during standard working days (Monday to Friday), even when the GF representation in the Customer's country is closed. Communication will be in English, and the Customer data may be managed from a country different from the Customer's location.
- 8.3. The Customer agrees that GF may process service request from a country other than Customer's country.

## **9. Speedy Access**

- 9.1. The Speedy Access service is part of the Bronze, Silver and Gold Success Packs. This dedicated support service ensures a callback within one hour of a Customer submitting a digital service request via My rConnect to GF's local service team.
- 9.2. The Speedy Access service also offers fast-track scheduling for on-site interventions, as follows:
- 9.2.1. Service requests from Customers with Bronze, Silver or Gold Success Pack subscriptions will be scheduled and completed on a first-come, first-served basis. Once a service intervention begins, it will be completed without interruption to prioritize other priority Customer requests.
- 9.2.2. If two or more Customers simultaneously require unplanned on-site service interventions in the same region, priority will be determined as follows: Gold Success Pack Customer, followed by Silver Success Pack Customers, then Bronze Success Pack Customers, and finally machines without a Success Packs subscription.
- 9.2.3. During the same on-site visit, additional services for machines not covered by a Success Pack may be provided at an extra cost.
- 9.2.4. Preventive and plannable interventions will be scheduled in coordination with the Customer, considering Machine downtime and technician availability.

## **10. Fees**

- 10.1. The Customer shall pay the fees for the respective Bronze and Silver Success Pack as set forth in Annex 4. The fees for the Gold Success Pack are listed in Annex 5.
- 10.2. Payment term is due within thirty (30) calendar days from the invoice date. GF reserves the right to suspend the Success Pack services, including but not limited to the Extended



Warranty and Discounts defined in Section 4, if the fees for the purchased Success Pack are not paid within the specified term.

- 10.3. GF reserves the right to unilaterally adjust the fees in Annex 4 and/or Annex 5 annually, without prior notice, throughout the contract term. GF will not increase the fees indicated in Annex 4 by more than three (3) % per subscription year until the end of the third subscription year, except in case the Swiss Consumer Price Index (CPI) published by the Swiss Federal Statistical Office (FSO) of the immediately preceding year increases by 5% or more until the end of the third subscription year, in which case GF reserves the right to increase the fees by an amount equal to said Swiss Consumer Price Index (CPI) increase. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. The index is available through the internet at the Swiss Federal Statistical Office (FSO) website at "<https://www.bfs.admin.ch/bfs/en/home/statistics/prices/consumer-price-index/detailresultate.html>".

**11. Prevented or delayed performance**

If GF's performance of its obligations under the contract is prevented or delayed by any act or omission of the Customer or by force majeure, GF shall not be deemed in breach of its obligations under the contract or otherwise liable for any costs, charges or losses sustained or incurred by the Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. In particular force majeure shall be deemed to be any unforeseeable circumstance beyond GF's control which renders GF's performance commercially unpractical or impossible, such as delayed or defective supplies from subcontractors, labor disputes, governmental orders or regulations, shortages of raw materials or energy, serious operational disruptions in GF's works, such as the total or partial destruction of plant and equipment or the breakdown of essential facilities, serious transport disruptions, e.g. due to impassable roads.

**12. Additional services**

If the Customer requires services beyond those included in the respective Success Pack, such additional services will be billed separately, on terms to be agreed upon by GF and the Customer.

**13. Liability**

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the Customer, irrespective on what ground they are based, are exhaustively covered by these General Terms and Conditions and shall be in lieu of any remedies at law. If claims of the Customer in relation to or in connection with the contract or the breach thereof should exist, the total amount of such claims is restricted to the fees paid by the Customer for the current subscription year of the respective Success Pack. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the Customer be entitled to claim damages other than compensation for the costs of remedying defects in the services provided under the Success Packs. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This exclusion of further liability on GF's part does not apply to unlawful intent or gross negligence on the part of GF but does apply to persons employed or appointed by GF to perform any of his obligations. This exclusion of liability does not apply as far as it is contrary to compulsory law.

**14. Term and termination**

- 14.1. The minimum subscription term of each Success Pack is one (1) year (the "**Initial Term**").
- 14.2. Upon expiry of the Initial Term, the respective Success Pack subscription will automatically renew for one (1) year periods, unless previously terminated by Customer in writing at least ninety (90) calendar days before the end of the current subscription term.
- 14.3. The maximum contract term for the Gold Success Pack, including the Full Warranty granted by GF, shall not exceed five (5) years, calculated from the start date of the Full Warranty (the "**Maximum Term**"). Upon expiry of the Maximum Term, the Gold Success Pack subscription will automatically end, unless previously terminated by the Customer in accordance with Section 14.2.
- 14.4. The Gold Success Pack may be contracted one-off for a maximum period of four (4) years, starting on the date following the expiry of the Full Warranty. The Extended Warranty for the Machine begins from the date specified in Section 2.6, and the Extended Warranty for the Spindle starts from the date defined in Section 3.3.
- 14.5. If the Customer wishes to switch to another Success Pack, the Customer must notify GF in writing at least ninety (90) calendar days before expiry of the current Success Pack term.
- 14.6. GF will not refund any portion of the fees paid by the Customer if the Success Pack is terminated before the end of the current subscription term.







## 15. **Severability Clause**

Should any provision of these General Terms and Conditions be or become invalid or void in whole or in part, this shall not affect the validity of the other provisions. The unenforceable or void provision shall be replaced by a valid provision, which comes closest to the original intention of the unenforceable or invalid provision.

## 16. **Applicable Law and Exclusive Jurisdiction**

All legal relationship between GF and the Customer with respect to the Success Packs shall be governed by Swiss law under the explicit exclusion of any conflict of law provisions and of the United Nations Convention for the International Sale of Goods. Exclusive place of jurisdiction for any disputes arising out of or in connection therewith shall be the ordinary courts in Schaffhausen, Switzerland. However, GF reserves the right to file actions in any other competent court having jurisdiction.

## Annex 1 – Services Overview for Bronze, Silver, Gold Success Packs

		Bronze	Silver	Gold
	<b>Speedy Access</b> Fast track for support	✓	✓	✓
	<b>Extended Remote Support</b> 24/5 expert support through My rConnect	✓	✓	✓
	<b>Certified Preventive Maintenance</b> Annual machine service performed under GF standards		✓	✓
	<b>Core Components Diagnosis</b> Annual check-up on the core machine components		✓	✓
	<b>Discounts</b> Preferred prices for parts and labor		✓	✓
	<b>Extended Warranty</b> For up to five years			✓



## Annex 2 – Machines

CUT F 600, CUT F 350, CUT X 500, CUT X 350, CUT P 800 Pro, CUT P 550 Pro, CUT P 350 Pro, CUT AM 500, CUT P 350, CUT P 550, CUT P 800, CUT 3000 X, CUT 2000 X OilTech, CUT 2000 X, CUT 1000 X OilTech, CUT 1000 X, CUT E 600, CUT E 350, CUT 3000 S, CUT 2000 S, CUT 2000 OilTech, CUT 1000, CUT 1000 Oiltech, FORM X 600, FORM X 400, FORM P 900, FORM P 600, FORM P 350, FORM E 600, FORM E 350, FORM S 350, DRILL 300, DRILL E 300, (hereinafter jointly referred to as "**EDM Machine**")

VCE 600 PRO, VCE 800 PRO, VCE 800W PRO, VCE 1000 PRO, VCE 1200 PRO, VCE 1400 PRO, VCE 1600 PRO, VCE 2000 PRO, Mikron MILL P 800 U, Mikron MILL P 900, Mikron MILL P 500 U, Mikron MILL S 400, Mikron MILL S 400 U, Mikron MILL S 500, Mikron MILL X 400, Mikron MILL X 400 U, Mikron MILL S 600 U, Mikron MILL S 800, Mikron MILL X 600 U, Mikron MILL S 200 U, Mikron MILL P 500, Mikron MILL E 800 TNC, Mikron MILL E 1000 U, Mikron MILL E 1200 TNC, Mikron MILL E 500 U, Mikron MILL E 700 U, Mikron MILL E 1900 U, Mikron MILL E 1400 U, Mikron MILL P 800 U S, (hereinafter jointly referred to as "**Milling Machine**")

Laser P 600 U, Laser P 1000 U, Laser P 1200 U, Laser S 2500 U, Laser P 400 U, Laser S 1000 U, Laser S 1200 U, Laser S 500, Laser S 500 U, (hereinafter jointly referred to as "**Laser Machine**")