



General Terms and Conditions for My rConnect of GF Machining Solutions – Version 03/2025

I. Scope

These General Terms and Conditions define the conditions between GF Machining Solutions Sales Switzerland SA, via Zandone 1, 6616 Losone, Switzerland ("**GF**") and a contractual partner of GF ("**Customer**") in regard to the use of My rConnect web platform as cloud solution. These General Terms and Conditions apply only to Customers who have opted for the use of My rConnect web platform.

II. My rConnect Platform

1. Overview

Some services on the cloud are provided via the My rConnect platform ("**Platform**"), which is developed and operated by Symmedia GmbH in Germany ("**Platform Provider**"). The Platform is manufacturer-agnostic and allows operators of machine assets and their service providers to be onboarded as participants and interact and communicate with other participants.

2. Technical Description

The Platform is built on a multi-tenant architecture, which means that the Platform Provider offers a dedicated space of the Platform to each participant ("**Tenant**"). The individual Tenants are logically separated from one another and the data and other resources of the participants are fully segregated at all times. GF and the Customer are both participants of the Platform who manage their own Tenant. GF therefore only has access to the data and resources stored within the Tenant of the Customer to the extent that such rights are granted to GF by the Customer.

3. Onboarding to Platform

In order to use My rConnect platforms provided as a cloud solution, the Customer must create an account on the Platform ("**Customer Account**"). To this end, the Customer must enter into an agreement with the Platform Provider ("**SaaS Agreement**") and comply with the provisions therein. The onboarding process is at the sole discretion of the Platform Provider. The Platform Provider may refuse to onboard the Customer or exclude the Customer from using the Platform if the Customer violates any of the provisions of the SaaS Agreement.

4. Platform Fees

While the creation of a Customer Account is free of charge for the Customer, the Platform Provider charges a service fee that depends on the number of machines that are registered on the Platform and the applications to which the participants subscribe ("**Platform Fees**").



The access to My rConnect platform is free for GF Machining Solutions customers. Some services to be executed through the Platform, can be submitted to some related subscription fee.

GF will pay all Platform Fees related to machines that are registered by GF and assigned to the Customer on the Platform.

III. Customer Responsibilities

1. Customer Account

The Customer understands and acknowledges that the creation of a Customer Account on the Platform and the connection to the Platform falls within the sole responsibility of the Customer. GF does not assume any responsibility or liability to Customer for the Customer's inability to use the Platform due to the inability of the Customer to create a Customer Account on the Platform, maintain a Customer Account on the Platform, or technically access the Platform.

2. Troubleshooting

The Customer acknowledges and recognizes that the Platform is developed, operated, and made available to the Customer by the Platform Provider based on the SaaS Agreement. If the Customer has any questions regarding the use of the Platform and/or the access to the Platform, the Customer shall contact the support desk of the Platform Provider. The Customer further agrees, understands and acknowledges that GF does not assume any responsibility or liability for any damages or losses that are caused by or related to the use of, or the inability to use the Platform.

3. Compliance

The Customer acknowledges and recognizes that the laws in certain jurisdictions forbid or restrict the transmission of data to other jurisdictions. The Customer shall be solely responsible to ensure that the use of the Platform complies with the local laws and regulations to which the Customer is subject.

4. Liability

All rights and remedies of the Customer, irrespective of their legal grounds, are exclusively governed by these General Terms and Conditions. All claims that are not expressly listed shall be excluded.

GF shall remedy any damages that it has culpably caused to machines that are part of the access to My rConnect. In no case can the Customer assert claims for compensation for further damages, irrespective of their legal ground, such as claims for losses from lost production, loss of orders, loss of or damage to data, transmission errors, loss of profits, third-party compensation claims, as well as other indirect damages.

The limitation of liability is not applicable to unlawful intent or gross negligence as well as mandatory statutory liability.



5. Other provisions

GF reserves the right to assign the rights and obligations under these General Terms and Conditions to third parties. The Customer can assign the rights and obligations under these General Terms and Conditions to third parties only with GF's prior authorization.

Should individual provisions of these General Terms and Conditions be invalid, the validity of the other provisions shall remain unaffected. An invalid provision must be replaced by a contractual interpretation that most closely approximates the economic meaning and intended economic purpose of the invalid one.

All legal relationship between GF and the Customer with respect to the My rConnect usage provided as cloud solution 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.