



Additional conditions for commissioning and acceptance of machines of TE Connectivity (“TE”)

- 1.1 Prior to delivery of the machine, a preliminary acceptance test is carried out together with the customer on TE’s premises. A jointly signed protocol shall be drawn up on the preliminary acceptance. Unless otherwise agreed in writing in individual cases, the delivery of the machine shall take place after the preliminary acceptance as soon as TE and the customer have approved the delivery or partial delivery in writing, but no later than within 10 (ten) working days after we have notified the customer that the machine is ready for delivery.
- 1.2 Commissioning of the machine on the customer's premises shall be carried out by TE’s personnel for warranty reasons, unless otherwise agreed in writing between the customer and us.
- 1.3 Insofar as the commissioning of a machine is owed by TE, the customer shall set up the machine at the place of commissioning and provide all necessary connections (in particular for supplying the machine with energy and air, as well as network and interfaces to adjacent machines) in a functional manner.
- 1.4 After commissioning has been completed, the final acceptance of the machine shall take place without delay in accordance with the agreed acceptance conditions. For this purpose, the customer shall provide at its own expense all necessary test materials and sufficient personnel to carry out the acceptance. Any necessary improvements to the machine shall not prevent acceptance if we undertake to remedy these defects within a short period of time within the scope of the warranty.
- 1.5 Insofar as acceptance takes place in accordance with the contract, the machine or other delivery shall be deemed accepted at the latest when
 - 1.5.1 the machine or other delivery and, insofar as we also owe the assembly or similar service (e.g. installation, commissioning, set-up/adjustment), the assembly or similar service has been completed,
 - 1.5.2 TE has notified the Customer thereof without undue delay after completion and have requested the Customer to accept the work,
 - 1.5.3 (a) 20 (twenty) working days have elapsed since the delivery or, as the case may be, the assembly or similar service, or (b) the Customer has started using the machine or other delivery (e.g. has put the delivered and, as the case may be, assembled machine into operation) and in this case 15 (fifteen) working days have elapsed since the delivery or, as the case may be, the assembly or similar service, and
 - 1.5.4 the Customer has failed to take delivery within the aforementioned period for a reason other than a defect notified to TE which makes the use of the machine or other delivery impossible or substantially impairs it.
- 1.6 An unconditional acceptance in spite of defects known to the customer shall, results in the loss of such rights of the customer of the claims for damages This shall not apply in cases of TE’s assumption of a written explicit guarantee of quality or TE’s fraudulent concealment of a defect.
- 1.7 If acceptance does not take place in the course of commissioning, additional costs shall be borne by the customer.