

Last modified: October 1, 2022

TERMS AND CONDITIONS FOR DMG MORI ONLINE SHOP

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH DMG MORI USA, INC., OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services through DMG MORI ONLINE SHOP (<https://shop-us.dmgmori.com/>) (the "**Website**"). These Terms are subject to change by DMG MORI USA, INC. (referred to as "**us**," "**we**," or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the last updated date referenced on the Website. You should review these Terms prior to purchasing any product or services that are available through this Website. Your continued use of this Website after the last updated date will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Terms of Use that apply generally to the use of our Website. You should also carefully review our Privacy Policy before placing an order for products or services through this Website (see Section 12).

2. Order Acceptance. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between DMG MORI USA, INC. and you will not take place unless and until you have received your order confirmation email.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Website are subject to change without notice. The price charged for a product or service will be the price advertised on this Website at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include charges for sales, use, excise, VAT, GST, property or similar taxes arising out of or relating to the sale or use of the product or service. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) Payment must be received by us before our acceptance of an order. We accept approved credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options.

(b) Title and risk of loss pass to you upon delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Cancellations. If you wish to cancel your order after receiving the order confirmation email, please submit a message on the Website or call us at 855-364-6674 during our working hours. Cancellation can be made free-of-charge, provided (i) that the product or service has not been shipped from its original warehouse at the time we receive your request, and (ii) that the product or service is not one that must be non-standard or customized parts. If the product or service has already been shipped from its original warehouse at the time we receive your request, you must pay a restocking fees, which is equal to 20% of the original order price and is capped at US\$1,000 for spindles, and, if any, international shipping, or handling fee. **NOTWITHSTANDING THE ABOVE, WE RESERVE THE RIGHT TO REFUSE ANY REQUEST FOR CANCELLATION FOR PRODUCTS AND SERVICES SHIPPED FROM ITS ORIGINAL WAREHOUSE, ESPECIALLY IF THE PRODUCT IS HEAD STOCK, CARRIAGE, TOOL POST CASTING, COLUMN, FIELD INSTALLED OPTIONS, METRIC SPECIFICATION ITEMS, NON-STANDARD OPTION, CASTING, CROSS SLIDE, TAILSTOCK CASTING, TABLE, PALLET, BED, PART THAT MUST BE CUSTOM-**

FITTED, CUSTOMIZED PART, NON-MOVING ITEM, IN A WAREHOUSE OUTSIDE OF THE UNITED STATES, OR OTHERWISE DESIGNATED ON THE WEBSITE AS NON-RETURNABLE.

6. Returns. Except for any products designated in this section as non-returnable, we will accept a return of the products for a refund of your purchase price, less restocking fee, which is equal to 20% of the original order price and capped at US\$1,000 for spindles, provided such return is made within 30 days of shipment with valid proof of purchase and provided such products are returned in their original condition. To return products, you must contact DMG MORI USA Parts Center by submitting a message on the Website or calling us at 855-364-6674 during our working hours to obtain a return authorization ("**RA**") number before shipping your product. No returns of any type will be accepted without a RA number.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. To qualify for a refund, all returned products must (i) arrive at DMG MORI Parts Center at 9001 Currency Street, Irving, TX, 75063 within 30 days of issuance of its RA number, (ii) must be in original condition, and (iii) must not be used or damaged. If the security tape for electrical parts is removed, the product shall be deemed as used.

WE ACCEPT NO RETURNS AND OFFER NO REFUNDS ON HEAD STOCK, CARRIAGE, TOOL POST CASTING, COLUMN, FIELD INSTALLED OPTIONS, METRIC SPECIFICATION ITEMS, NON-STANDARD OPTIONS, CASTING, CROSS SLIDE, TAILSTOCK CASTING, TABLE, PALLET, BED, PARTS THAT MUST BE CUSTOM-FITTED, CUSTOMIZED PARTS, NON-MOVING ITEMS, OR ON ANY PRODUCTS DESIGNATED ON THE WEBSITE AS NON-RETURNABLE.

7. Claims and Limited Warranty.

(a) **Any claims regarding the performance of us or our agents under the order and these Terms, including but not limited to claims in connection to shortage, damages, specifications, functionality, and invoice, must be made in writing to us no later than 30 days after the shipment of the product or service. WE STRONGLY RECOMMEND THAT YOU CONDUCT AN INSPECTION OF THE PRODUCT OR SERVICE IMMEDIATELY AFTER THE ARRIVAL OF SUCH. WE SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF YOUR FAILURE TO INSPECT THE GOODS. We may, at its sole discretion, resolve any of your claims relating to the product and service by repossessing such product or service and reimbursing you the order price less any depreciation arising from your use of the product or service.**

(b) **EXCEPT FOR THE WARRANTIES SET FORTH IN THE DMG MORI LIMITED WARRANTY (A COPY OF WHICH MAY BE REVIEWED ON [HTTPS://US.DMGMORI.COM/TERMS-AND-CONDITIONS](https://us.dmgmori.com/terms-and-conditions)), WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING BUT NOT**

LIMITED TO (a) ANY WARRANTY OF MERCHANTABILITY; OR (b) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE MAKE NO WARRANTY AS TO THE QUALITY, FINISH, ACCURACY OR TOLERANCE, COMPLIANCE WITH ELECTRICAL, HYDRAULIC, PNEUMATIC OR OTHER SAFETY CODES REQUIRED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL BODY, OR AS TO THE EFFICIENCY, PRODUCTIVITY OR PERFORMANCE OF ANY PRODUCTS OR SERVICES.

8. Limitation of Liability.

(a) OUR LIABILITY WITH RESPECT TO PRODUCTS OR SERVICES SOLD TO YOU SHALL BE LIMITED TO REFUNDING ANY PAYMENTS MADE BY YOU AND RECEIVED BY US WITH RESPECT TO PRODUCTS OR SERVICES RETURNED TO AND ACCEPTED BY US. YOU EXPRESSLY AGREE THAT IN NO EVENT SHALL WE BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ANY LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, LOSS OF REPUTATION AS A RESULT OF ANY CLAIM BROUGHT BY YOU OR A THIRD PARTY ARISING OUT OF OR RELATING TO: (i) ANY BREACH BY US OF THESE TERMS; (ii) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) OF US; AND (iii) ANY USE OF THE PRODUCTS OR SERVICES OR THE FAILURE OF THE PRODUCTS OR SERVICES TO OPERATE PROPERLY; EVEN IF SUCH LOSSES WAS IN CONTEMPLATION OF THE PARTIES OR WAS WHOLLY FORESEEABLE.

(b) YOU SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) INVOLVING A THIRD-PARTY CLAIM ARISING OUT OF YOUR USE OF THE PRODUCTS OR SERVICES EXCEPT TO THE EXTENT WHOLLY AND DIRECTLY CAUSED BY OUR NEGLIGENCE OR WRONGFUL ACTS.

(c) YOU EXPRESSLY AGREE THAT IN NO EVENT SHALL THE AGGREGATE LIABILITY OF US UNDER ANY THEORY OF RECOVERY EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES FROM WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE YOU'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

(d) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS OR SERVICES IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY US, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE PRODUCTS OR SERVICES.

9. Safety Precautions. You shall require employees to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by us. You shall not remove or modify any such device, guard or sign. It is your responsibility (i) to provide all the means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the products or services and (ii) to comply with all local laws, regulations and codes. If you fail to comply with provisions of this paragraph or the applicable standards or regulations aforementioned, you shall indemnify, defend and hold us harmless from and against any and all claims, losses or damages arising from such failure.

10. Goods Not for Resale or Export.

(a) You represent and warrant that you are buying products or services from the Website for your own use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the United States.

(b) You parties acknowledge that information subject to U.S. export control laws and regulations may be disclosed pursuant to this transaction. You shall comply with all applicable export and import laws and regulations, including but not limited to, the International Traffic in Arms Regulations, as amended (22 C.F.R. Parts 120 - 130) (“**ITAR**”), the Export Administration Regulations, as amended (15 C.F.R. Parts 730 - 774) (“**EAR**”) and Office of Foreign Assets Control (“**OFAC**”) regulations. You shall not export, disclose, transfer, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of us to any foreign country or foreign person as defined by applicable export control laws and regulations, including those working for a party, whether in the United States or abroad, without obtaining in advance proper United States government export authorization.

(c) You shall comply with applicable laws and regulations governing the exportation or re-exportation of the products or services. The products or services may be subject to export restrictions imposed by the United States, Japan, Germany and other countries and you shall not export or permit the export of the Products or services anywhere without proper government authorization. You further agree that when requested by us, you would provide all necessary information, including but not limited to the end-user and end use of the products or services, to facilitate compliance with applicable export control laws. If the products or services is sold or transferred to a subsequent purchaser or repacker, you shall give the following notice to the purchaser or

repacker: *“This product (or service) is imported. The requirements of 19 U.S.C. 1304 and 19 CFR part 134 provide that the articles in their containers must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of this product (or service) or container will permit, in such a manner as to indicate to an ultimate purchaser in the United States, the English name of the country of origin of the article.”*

(d) You also agree that you will notify us immediately in writing if you or any of its related entities, or any of your customers for which a product or service purchased from us was used in any way to fulfill an order for such customer, is added to the Entity List in Part 744 in the EAR (“**Entity List**”). You acknowledge that should you be added to the Entity List, we have the right to immediately cease any pending deliveries or if available, apply for any applicable export license, in which case delivery can only resume if export license is granted. We shall have no liability (including for lost profits or business interruption or under the DMG MORI limited warranty) for any delivery interruption as a result of any changes in export control laws and regulations.

11. Intellectual Property Use and Ownership. You acknowledge and agree that:

(a) As far as the product or service refers to a software product, all uses on this Website of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license. Each software product marketed on this Website is made available solely for license, not sale, to you and other prospective customers under the terms, conditions and restrictions of the license agreement, which will be made available to you at the time of installment or download of that specific software product.

(b) You will comply with all terms and conditions of the specific license agreement for any software product you obtain through this Website, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing, and transfer of those licensed software products.

(c) You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these software product license agreements.

(d) We or the licensor(s) of the product or service is and will remain the sole and exclusive owner(s) of all intellectual property rights in and to each product and service made available on this Website and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, and, if applicable, subject only to the limited license granted under the license agreement of software products. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Website, or of any intellectual property rights relating to the products or services. You shall indemnify, defend and hold us harmless from any infringement of any patent, trademark or copyright arising from your use of the products and services, including but not limited to the reimbursement of costs and expenses, including attorney's fees, incurred by us with respect to a claim of infringement.

12. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

13. Force Majeure.

(a) We shall be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event**"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of your order; (f) national or regional emergency; and (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other events beyond our reasonable control.

(b) We shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. We shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause, or if such deems to be difficult, cancel your order.

14. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

15. Waiver of Jury Trials and Binding Arbitration.

(a) YOU AND DMG MORI USA, INC. ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered in Chicago, Illinois in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

16. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 16 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

17. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of DMG MORI USA, INC.

18. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

19. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) posting to the Website. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

(b) To Us. To give us notice under these Terms, you must contact us by personal delivery, overnight courier or registered or certified mail to General Counsel, DMG MORI USA, INC., 2400 Huntington Blvd., Hoffman Estates, 60192, Illinois, USA. We may update the address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

20. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

21. Entire Agreement. Our order confirmation, these Terms, the license agreement relating to any software product you obtain on or through this Website, Terms of Use of the Website and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. No statement subsequent to the acceptance of your offer by us purporting to modify these Terms shall be binding unless consented to in writing by our duly authorized representative in a document making specific reference to this transaction.