**Customer Communication Guidelines**

**Pre-Sale Technical Discussions:**

In pre-sale discussions it is appropriate to share technical information. This can include performance specifications as well as expectations. Normal measures are considered for setting reasonable expectations.

Presale activities include proposals for scope of work, acceptance criteria, and price. Commitments on pricing should follow approval guidelines. Before entering into an order these areas should be agreed upon and documented.

**Post-Sale / Pre- Acceptance Technical Discussions:**

In post-sale discussions, technical information centers on mutual understanding of sold content. This can include performance specifications or expectations including acceptance criteria. Changes to sold content are then negotiated items and should be documented within contracts or addendums.

**Warranty Customer Discussions:**

During warranty discussions, context is important. Contract terms and conditions state that warranty coverage is conditional to use under normal conditions, not failures due to customer misapplication, misuse, or improper maintenance. It is helpful to reference the documented acceptance criteria as a guide to indicate if technical tradeoffs or discussions may have been made. Follow the Warranty procedure from QMS before making any commitments to a customer.

**Post-Warranty Customer Discussions:**

In post-warranty discussions context is important. If there has been acceptance and the warranty period is over, MTS’ financial commitment to the customer is limited to ‘as built or designed’ safety or data integrity.

For instance if you visit and find an unsafe condition resulting from MTS build or design, MTS would be obligated to take measures to correct. If the safety issue is as a result of customer misuse, MTS should identify the hazard, but has no responsibility to pay for any correction needed. The identification should be documented, but have someone from the MTS legal team review before giving to the customer.

In addition, MTS is not obligated to make a product as capable as newer versions being produced today. Although higher performance might be of interest, you may not have the authority to make the commitment. If the area is of particular concern to you and there is question, it should be brought back to MTS for review. Only after a commitment by those authorized to make obligations on behalf of MTS would a discussion to upgrade a post warranty system under MTS’ expense be appropriate. Follow the Post Warranty procedure from QMS before making any commitments to a customer.

**Customer References:**

MTS has the pleasure of working with a variety of customers. Many of our customers enjoy being leaders in their industry. The competitive nature of the industrial world today impacts a customer’s view of how much or how little they may want their work known.

While selling, MTS has traditionally been able to cite company names that are already using our equipment in a similar way to what a new opportunity may be requesting. Based on increased sensitivity, we now need to refrain from using other customer names unless we explicitly have permission from the customer. This permission takes the form of written documentation. If MTS already has externally published articles or case studies referencing the customer, then permissions have been arranged.

**Non-Disclosure Agreement (NDA):**

NDAs are used to protect confidential information that may be discussed between MTS and a customer or supplier. It describes how confidential information may be used as well as the duration that the NDA is in effect. Confidential information should be identified during discussions. Some instances consider that the entire exchange is considered confidential. Any signed NDA should be filed with the Senior Paralegal in the Office of General Counsel.

**MTS or Customer Intellectual Property (IP):**

Companies want to protect their IP. It is part of what makes them unique in the marketplace.

As MTS discusses new ideas with customers it is important that both parties have complete understanding of where the IP ownership lies. This needs to be discussed internally and have documentation. The legal team should be involved.