

1. Conclusion of Contract, General

- 1.1. If there is an unchallenged written order confirmation, this shall be authoritative for the content of the contract and the scope of the repair.
- 1.2. If the object of repair has not been supplied by the contractor, the customer must point out any existing industrial property rights with regard to the object; provided that the contractor is not at fault, the customer shall indemnify the contractor against any claims by third parties arising from industrial property rights.

2. Non-Performable Repair

- 2.1. The services provided for the submission of a cost estimate and the further incurred and verifiable expenses (troubleshooting time equals working time) shall be invoiced to the customer if the repair cannot be carried out for reasons for which the contractor is not responsible, in particular because:
 - 2.1.1. The complained defect did not occur during the inspection,
 - 2.1.2. Spare parts cannot be procured,
 - 2.1.3. The customer has culpably missed the agreed appointment,
 - 2.1.4. The contract has been terminated during the execution.
- 2.2. The object of repair need only be restored to its original condition at the express request of the customer against reimbursement of costs, unless the work carried out was not necessary.
- 2.3. In the event of a non-performable repair, the contractor shall not be liable for damage to the object of repair, the breach of contractual ancillary obligations and for damage that did not occur to the object of repair itself, regardless of the legal grounds on which the customer relies.

In contrast, the contractor shall be liable for intent, gross negligence on the part of the owner / the organs or executive employees and for culpable violation of essential contractual obligations.

In the event of culpable violation of essential contractual obligations, the contractor shall be liable – except in cases of intent and gross negligence on the part of the owner / the organs or executive employees – only for the contract-typical, reasonably foreseeable damage.

3. Cost Information, Cost Estimate

- 3.1. As far as possible, the customer shall be given the expected repair price upon conclusion of the contract, otherwise the customer may set cost limits.

If the repair cannot be carried out at these costs or if the contractor considers it necessary to carry out additional work during the repair, the customer's consent must be obtained if the stated costs are exceeded by more than 15%.

- 3.2. If a cost estimate with binding price quotations is desired before the repair is carried out, this must be expressly requested by the customer. Such a cost estimate is – unless otherwise agreed – only binding if it is submitted in writing. It is to be remunerated. The services rendered for the submission of the cost estimate shall not be charged to the customer insofar as they can be used in the execution of the repair.

4. Price and Payment

- 4.1. The contractor is entitled to demand a reasonable advance payment upon conclusion of the contract.
- 4.2. When calculating the repair, the prices for used parts, materials and special services as well as the prices for labor, travel and transport costs must be shown separately. If the repair is carried out on the basis of a binding cost estimate, a reference to the cost estimate is sufficient, with only deviations in the scope of services to be listed separately.
- 4.3. Value added tax shall be charged to the customer in the respective statutory amount.
- 4.4. Any correction of the invoice by the contractor and any complaint by the customer must be made in writing no later than four weeks after receipt of the invoice.
- 4.5. Payment is due without discount upon acceptance and handover or dispatch of the invoice.
- 4.6. The repayment of payments due to any counterclaims of the customer disputed by the contractor is not permissible.
- 4.7. Offsetting due to any counterclaims of the customer from other legal relationships disputed by the contractor is not permissible.

5. Cooperation and Technical Assistance of the Customer for Repairs outside the Contractor's Plant

- 5.1. The customer shall support the repair personnel in the execution of the repair at his own expense.
- 5.2. The customer shall take the necessary special measures at the repair site to protect persons and property. He shall also inform the repair manager of existing special safety regulations insofar as they are of importance to the repair personnel. He shall notify the contractor of violations of such safety regulations by the repair personnel. In the event of serious violations, he may, in consultation with the repair manager, refuse the offender access to the repair site.
- 5.3. The customer is obliged to provide technical assistance at his own expense, in particular to:
- 5.3.1. Provision of the necessary suitable auxiliary personnel in the number and for the time required for the repair; the auxiliary personnel must follow the instructions of the repair manager. The contractor assumes no liability for the auxiliary personnel. If a defect or damage has been caused by the auxiliary personnel due to instructions from the repair

manager, the provisions of sections 10 and 11 shall apply accordingly.

5.3.2. Carrying out all construction, bedding and scaffolding work including the procurement of the necessary building materials.

5.3.3. Provision of the required equipment and heavy tools as well as the required supplies and materials.

5.3.4. Provision of heating, lighting, operating power, water, including the necessary connections.

5.3.5. Provision of necessary, dry and lockable rooms for the storage of the repair personnel's tools.

5.3.6. Protection of the repair site and materials from harmful influences of any kind, cleaning of the repair site.

5.3.7. Provision of suitable, theft-proof common rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the repair personnel.

5.3.8. Provision of the materials and carrying out of all other actions that are necessary for the adjustment of the repair object and for the execution of a contractually provided test.

5.4. The technical assistance of the customer must ensure that the repair can be started immediately after the arrival of the repair personnel and carried out without delay until acceptance by the customer. Insofar as special plans or instructions from the contractor are required, the contractor shall make them available to the customer in good time.

5.5. If the customer does not fulfill his obligations, the contractor is entitled, but not obliged, after setting a deadline, to carry out the actions incumbent on the customer in his place and at his expense. In addition, the statutory rights and claims of the contractor remain unaffected.

6. Transport and Insurance for Repairs at the Contractor's Plant

6.1. Unless otherwise agreed in writing, a collection and delivery of the object of repair carried out at the customer's request – including any packaging and loading – shall be carried out at his expense, otherwise the object of repair shall be delivered to the contractor by the customer at his own expense and collected again by the customer from the contractor after the repair has been carried out.

6.2. The customer bears the transport risk.

6.3. At the customer's request, the outward and, if applicable, return transport shall be insured against the insurable transport risks, e.g. theft, breakage, fire, at his expense.

6.4. There is no insurance coverage during the repair period at the contractor's plant. The customer must ensure the maintenance of the existing insurance coverage for the object of repair, e.g. with regard to fire, tap water, storm and mechanical breakage insurance. Insurance coverage for these risks can only be arranged at the express request and expense

of the customer.

- 6.5. If the customer is in default with the acceptance, the contractor may charge storage fees for storage at his plant. The object of repair can also be stored elsewhere at the discretion of the contractor. The costs and risk of storage shall be borne by the customer.

7. Repair Period, Repair Delay

- 7.1. Information on repair periods is based on estimates and is therefore not binding.
- 7.2. The customer can only demand the agreement of a binding repair period, which must be designated as binding, once the scope of the work is precisely defined.
- 7.3. The binding repair period is deemed to have been observed if, by its expiry, the object of repair is ready for acceptance by the customer, or, in the case of a contractually agreed test, for the performance thereof.
- 7.4. In the case of subsequently placed additional and extension orders or necessary additional repair work, the agreed repair period shall be extended accordingly.
- 7.5. If the repair is delayed by measures within the scope of industrial disputes, in particular strikes and lockouts, as well as the occurrence of circumstances for which the contractor is not responsible, an appropriate extension of the repair period shall occur, insofar as such obstacles demonstrably have a significant influence on the completion of the repair.
- 7.6. If the customer incurs damage as a result of the contractor's delay, he is entitled to demand lump-sum compensation for delay. It amounts to 0.4% for each full week of delay, but in total no more than 4% of the repair price for that part of the object to be repaired by the contractor that cannot be used in time as a result of the delay.

If, after the due date, the customer sets the contractor a reasonable deadline for performance, taking into account the statutory exceptions, and the deadline is not met, the customer is entitled to withdraw from the contract within the scope of the statutory provisions.

8. Acceptance

- 8.1. The customer is obliged to accept the repair work as soon as he has been notified of its completion and any contractually agreed testing of the object of repair has taken place. If the repair proves not to be in accordance with the contract, the contractor is obliged to remedy the defect. This does not apply if the defect is insignificant for the customer's interests or is based on a circumstance for which the customer is responsible. If there is a non-essential defect, the customer cannot refuse acceptance.
- 8.2. If acceptance is delayed through no fault of the contractor, acceptance shall be deemed to have taken place after two weeks from notification of completion of the repair.
- 8.3. With acceptance, the contractor's liability for recognizable defects lapses, unless the customer has reserved the right to assert a specific defect.

9. Retention of Title, Extended Lien

- 9.1. The contractor retains ownership of all used accessories, spare parts and exchange units until receipt of all payments from the repair contract. Further security agreements can be made.
- 9.2. The contractor has a lien on the customer's repair object that has come into his possession on the basis of the contract due to his claim from the repair contract. The lien can also be asserted for claims from previously carried out work, spare parts deliveries and other services, insofar as they are related to the repair object. The lien only applies to other claims from the business relationship insofar as these are undisputed or legally established.

10. Warranty Claims

- 10.1. After acceptance of the repair, the contractor is liable for defects in the repair to the exclusion of all other claims of the customer, without prejudice to nos. 5 and 6 and section 11, in such a way that he has to remedy the defects. The customer must immediately notify the contractor in writing of a detected defect.
- 10.2. The contractor's liability does not exist if the defect is insignificant for the customer's interests or is based on a circumstance for which the customer is responsible. This applies in particular with regard to the parts provided by the customer.
- 10.3. In the event of any improper changes or repairs carried out by the customer or third parties without the prior consent of the contractor, the contractor's liability for the resulting consequences is canceled. Only in urgent cases of endangering operational safety and to avert disproportionately large damage, whereby the contractor must be informed immediately, or if the contractor – taking into account the statutory exceptions – has allowed a reasonable deadline set for him to remedy the defect to expire fruitlessly, the customer has the right within the scope of the statutory provisions to have the defect remedied himself or by third parties and to demand reimbursement of the necessary costs from the contractor.
- 10.4. In the event of a justified complaint, the contractor shall bear the direct costs incurred by the removal of the defect, insofar as this does not result in a disproportionate burden on the contractor.
- 10.5. If the contractor – taking into account the statutory exceptions – allows a reasonable deadline set for him to remedy the defect to expire fruitlessly, the customer has a right to a reduction within the scope of the statutory provisions. Only if the repair is demonstrably of no interest to the customer despite the reduction can the customer withdraw from the contract.
- 10.6. Further claims are determined exclusively by section 11.3 of these terms and conditions.

11. Liability of the Contractor, Exclusion of Liability

- 11.1. If parts of the object of repair are damaged through the fault of the contractor, the contractor shall, at his discretion, repair them at his own expense, deliver them new or provide

compensation. The costs to be incurred for this are limited to the contractual repair price in the event of slight negligence and gross negligence on the part of non-executive employees. In addition, liability is assumed for damage to the object of repair in accordance with section 11.3.

11.2. If the object of repair cannot be used by the customer in accordance with the contract as a result of suggestions or advice culpably omitted or provided incorrectly by the contractor, which were provided before or after conclusion of the contract, or due to culpable violation of other contractual ancillary obligations – in particular instructions for operation and maintenance of the object of repair – the regulations of sections 10 and 11.1 and 3 shall apply to the exclusion of further claims by the customer.

11.3. For damage that did not occur to the object of repair itself, the contractor shall only be liable – for whatever legal reason –

11.3.1. in the event of intent,

11.3.2. in the event of gross negligence on the part of the owner / the organs or executive employees,

11.3.3. in the event of culpable injury to life, body, health,

11.3.4. in the event of defects that he has fraudulently concealed,

11.3.5. within the scope of a guarantee commitment,

11.3.6. insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable violation of essential contractual obligations, the contractor shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to the contract-typical, reasonably foreseeable damage.

Further claims are excluded.

12. Statute of Limitations

All claims of the customer – for whatever legal reason – expire in 12 months. The statutory periods apply to claims for damages in accordance with section 11.3 a–d and f. If the contractor performs the repair work on a building and thereby causes its defectiveness, the statutory periods also apply.

13. Customer Compensation

If, during repair work outside the contractor's plant, the equipment or tools provided by him are damaged at the repair site or are lost through no fault of his own, the customer is obliged to compensate for this damage. Damage due to normal wear and tear is disregarded.

AGB

Conditions for repairs to machinery and systems for domestic business



14. Applicable Law, Place of Jurisdiction

14.1. All legal relationships between the contractor and the customer are governed exclusively by the law of the Federal Republic of Germany, which is authoritative for the legal relationships between domestic parties.

14.2. However, the contractor is entitled to file a lawsuit at the customer's headquarters.