

Terms and Conditions of Installation and Repair

1. Scope of validity

These Terms and Conditions shall apply to services such as commissioning, repairs, inspections, and the conversion and overhaul of machinery and plants, unless otherwise agreed in individual cases. Subsidiary agreements and amendments shall require the written form.

2. Price and invoicing for installation work

2.1. The repair/installation shall be invoiced based on time and material requirements at the respectively valid rates for installation work, unless a lump sum price has been expressly agreed. The agreed amounts shall be exclusive of value added tax, which shall additionally be paid to the installation company at the statutory rate.

2.2. Payment shall be made without discount within 12 days after the service has been rendered and the invoice has been delivered or sent.

2.3. Work preparation and completion costs shall be invoiced at the normal hourly rate as they are incurred, but at least 1 hour per order.

2.4. Driving times with a vehicle driven personally by the installation technician (normal situation) shall be considered working hours, as shall time spent waiting, and shall also be invoiced with an overtime surcharge where applicable.

2.5. Material shall be invoiced based on consumption at the respectively valid list price or individual calculation.

2.6. The personnel and means of transport required shall be determined by us.

2.7. If multiple customers are visited during one trip, the travel costs shall be invoiced on a pro rata basis, however the customer visited last shall bear the full costs of the return journey.

2.8. For family home visits during repair assignments of longer duration, the provisions of the German Collective Labour Agreement for Installation Work shall apply. The costs shall be borne by the Customer.

3. Transport and insurance during repairs at the workshop of the Contractor

3.1. Unless otherwise agreed in writing, any transport of the object to be repaired to and from the location of the Contractor that is performed at the Customer's request - including any packaging and loading - shall be carried out at the Customer's expense, otherwise the object to be repaired shall be delivered to the Contractor by the Customer at the Customer's expense and collected again by the Customer from the Contractor's location after the repair has been carried out.

3.2. The Customer shall bear the risk of transport.

3.3. Upon request by the Customer, the outward and where applicable return transport shall be insured at the Customer's expense against insurable transport risks, e.g. theft, breakage, fire.

4. Cooperation and technical assistance of the Customer

4.1. The Customer shall support the repair personnel in carrying out the repair at its own expense.

4.2. The Customer shall take the necessary accident prevention and protective measures to protect persons and property at the installation site. The Customer shall also inform the installation manager of any special safety regulations that exist, where these are relevant for the repair personnel. The Customer shall notify us of any violations of such safety regulations by the repair personnel. In the event of serious violations, the offender may be refused access to the installation site after consultation with the installation manager.

4.3. The Customer shall inform the Contractor in writing and in good time of any contamination or possible residues in the objects to be repaired that are hazardous to health, as well as any transport risks and other repair-related measures to be taken.

4.4. The Customer shall be obliged to provide the following technical assistance in particular at its own expense.

a) Earthworks and foundation work must have been completed by the Customer before the start of installation. The items required for mounting the installation must be in place.

b) Provision of suitable auxiliary personnel as necessary in quantity and for the duration required for the installation work. The auxiliary personnel must follow the instructions of the installation manager. If a defect or damage has been caused by the auxiliary personnel on the basis of instructions from the repair manager, the provisions of Sections 7 and 8 of these Terms and Conditions shall apply accordingly.

c) The Customer shall provide free of charge the equipment required for installation and commissioning, which shall be sufficient in quality and quantity, such as scaffolding, hoisting equipment, welding equipment, as well as the required commodities and materials, such as underlays, foundation bolts, cement, plaster and lubricants, as well as new hydraulic oil and cooling

lubricant.

d) The Customer undertakes to switch off the machine or plant when required during repair or customer service by our personnel.

e) The Customer shall provide heating, lighting, operating power, water, air, including the necessary connections.

f) Dry and lockable rooms must be kept available in the immediate vicinity of the installation site for purposes of storing the machine parts, materials and tools.

g) Suitable lockable and heatable rooms shall be provided for the use of the installation technicians during their stay, together with lighting, washing and writing facilities.

h) In the event of illnesses or accidents of our personnel outside Germany, the Customer shall assume the obligation to provide the personnel with first-class medical care and - if necessary - hospital treatment free of charge with a free choice of hospital in the best care category until they recover or are fit for transport.

i) The Customer shall inform us of the guidelines to be followed at the premises of the Customer and by our personnel and, in the case of travel outside Germany, of the legal and official regulations for the outward journey and stay in the country. The Customer shall ensure that our staff is in possession of valid residence, work and other permits at all times. For overseas journeys and journeys to regions in hot climates, the arrival shall take place in good time so that our installation personnel has the opportunity to acclimatise.

j) When travelling outside Germany, our staff must be guaranteed the ability to return home at any time, taking their personal luggage with them.

4.5. The technical assistance of the Customer must ensure that the repair/installation can be started immediately after the arrival of the installation personnel and carried out without delay until acceptance by the Customer. Where special plans or instructions of the Installation Contractor are required, these shall be made available to the Customer in good time.

5. Installation/repair deadline

5.1. If under exceptional circumstances a repair deadline is defined as binding, it shall be deemed to have been complied with where, upon expiration of the deadline, the repair is ready for acceptance by the Customer or, if a trial run is stipulated in the contract, it is ready for this trial to be performed. If the order is subsequently added to or expanded, or where additional repair work is necessary, the agreed repair deadline shall be extended accordingly.

5.2. If the installation is delayed due to measures within the scope of industrial disputes, in particular strikes and lockouts, or by circumstances for which the Repair Contractor is not responsible, and where such obstacles demonstrably have a significant impact on the completion of the repair/installation, an appropriate extension of the installation period shall be applied; this shall also apply if such circumstances occur after the Installation Contractor is already overdue. The costs incurred by the delay shall be borne by the Customer.

5.3. If the Customer incurs losses as a result of the Contractor's delay, the Customer shall be entitled to demand lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the repair price for that part of the item to be repaired by the Contractor that cannot be used in time due to the delay.

5.4. Further claims relating to delays shall be determined exclusively in accordance with Section 8.3 of these Terms and Conditions.

6. Acceptance

6.1. The Customer shall be obliged to accept the installation immediately upon receiving notification of its completion and once any contractually stipulated trial of the installed/repaired object of delivery has taken place. If the repair is found not to correspond to the contract, the Installation Contractor shall be obliged to remedy the defect at its own expense. This shall not apply if the defect is insignificant to the interests of the Customer or where it is due to circumstances attributable to the Customer. In the case of a non-significant defect, the Customer shall not be entitled to refuse acceptance if the Installation/Repair Contractor expressly acknowledges its obligation to remedy the defect.

6.2. If the acceptance is delayed through no fault of the Installation Contractor, acceptance shall be deemed to have taken place two weeks after notification that installation is complete, unless acceptance has been expressly refused in writing within this period and reasons stated.

6.3. Upon acceptance, the liability of the Installation/Repair Contractor for recognisable defects shall expire unless the Customer has reserved the right to claim a specific defect.

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7. Defect claims

- 7.1. After acceptance of the repair, the Contractor shall be liable for defects in the repair to the exclusion of all other claims of the Customer, without prejudice to clauses 7.5 and 7.6 and Section 8 of these Terms and Conditions, such that the Contractor shall be obliged to remedy the defects. The Customer shall notify the Contractor immediately and in writing of any defect discovered.
- 7.2. The liability of the Contractor shall not apply if the defect is insignificant to the interests of the Customer or where it is due to circumstances attributable to the Customer. This shall in particular apply to parts provided by the Customer.
- 7.3. In the event of any improper modifications or repair work carried out by the Customer or third parties without the prior consent of the Contractor, the liability of the Contractor for consequences arising from this shall lapse. Only in urgent cases where operational safety is endangered and in order to avert disproportionate damage, in which case the Contractor must be notified immediately - or if the Contractor, taking into account the statutory exceptions, has failed to remedy the defect within a reasonable period stipulated by the Customer - shall the Customer be entitled, within the framework of the statutory regulations, to remedy the defect itself or have it remedied by third parties, and to demand reimbursement of the necessary costs from the Contractor.
- 7.4. In the event of a justified complaint, the Contractor shall bear the costs necessary to remedy the defect, provided this does not result in a disproportionate burden on the Contractor.
- 7.5. If the Contractor, taking into account the statutory exceptions, has failed to remedy the defect within a reasonable period stipulated by the Customer, the Customer shall be entitled to reduce the price within the framework of the statutory regulations. Only if the repair is demonstrably without interest for the Customer despite the reduction shall the Customer be entitled to withdraw from the contract.
- 7.6. Further claims shall be determined exclusively in accordance with Section 8.3 of these Terms and Conditions.

8. Liability of the Contractor, disclaimer

- 8.1. If parts of the object to be repaired are damaged through the fault of the Contractor, the Contractor shall, at its own discretion and expense, repair them, deliver new parts, or provide replacements. In cases of slight negligence, the costs incurred for this shall be limited to the contractual repair price. In addition, liability for damage to the object to be repaired shall be accepted in accordance with Section 8.3 of these Terms and Conditions.
- 8.2. If the object to be repaired cannot be used by the Customer in accordance with the contract as a result of culpably omitted or incorrect suggestions or advice given by the Contractor before or after conclusion of the contract or as a result of a culpable breach of other ancillary contractual obligations - in particular instructions for operation and maintenance of the object to be repaired - the provisions of Sections 7 and 8.1 and Clause 8.3 of these Terms and Conditions shall apply to the exclusion of any further claims by the Customer.
- 8.3. For damage to anything other than the object of repair itself, regardless of legal basis, the Contractor shall be liable exclusively
 - a) in cases of intent or gross negligence,
 - b) in the event of culpable loss of life, limb or health,
 - c) for malicious failure to report defects,
 - d) within the framework of an agreed warranty,
 - e) where product liability law stipulates liability for personal injury or damage to privately used property.

In the event of culpable breach of material contractual obligations, the Contractor shall also be liable in the event of simple negligence, but limited to the reasonably foreseeable loss typical for the contract. Further claims are hereby excluded.

9. Statute of limitations

All claims of the Customer, regardless of legal basis, shall be subject to a limitation period of 12 months. The statutory time limits shall apply to claims for damages pursuant to Section 8.3 a-c and e of these Terms and Conditions. If the Contractor performs the repair work on a building and thereby causes it to be defective, the statutory time limits shall also apply.

10. Compensation by the Customer

If the equipment or tools provided by the Contractor are lost or damaged on the installation site through no fault of the Contractor, the Customer shall be obliged to provide compensation for this loss. Damage due to normal wear and tear shall not be taken into account.

11. Retention of title, extended lien

- 11.1. The Contractor shall retain ownership of all accessories, spare parts and replacement aggregates used until all payments under the repair

contract have been received. Further security agreements shall be possible.

- 11.2. On the basis of the Contractor's claim under the repair contract, the Contractor shall be entitled to a lien on the object to be repaired, which is the property of the Customer and comes into the possession of the Contractor on the basis of the contract. It shall also be permitted to assert this lien based on claims from work carried out earlier, spare parts deliveries and other services, provided that they are connected with the object to be repaired. For other claims arising from the business relationship, the lien shall only apply where these are undisputed or legally binding.

12. Place of fulfilment and jurisdiction

The place of fulfilment shall be 72581 Dettingen, the jurisdiction shall be 72574 Bad Urach. German law shall be valid exclusively.