

Eckelmann

1 Terms

- Deliveries:** Our deliveries and services take exclusively place in accordance with the following terms and conditions. Any contradictory contractual terms and conditions of the ordering party shall expressly have no validity.
- Delivery time:** The delivery time amounts to 12 weeks after conclusion of a contract.
- Prices:** Prices shall be understood to be ex works (Incoterms 2000), exclusive of packaging and all taxes, customs duties or levies, and shall be payable in accordance with the applicable law. The ordering party shall be obliged to pay or reimburse taxes, customs duties or levies imposed on the supplier or any of the supplier's own suppliers.
- Packaging:** Inasmuch as we are obliged, pursuant to § 4 of the Packaging Ordinance, to take back the packaging used for transportation purposes, the orderer shall bear the costs of return transportation of the packaging used.
- Warranty:** We grant twelve months warranty calculated as of the date of delivery. We grant twelve months warranty on other work and services, calculated as of the date of acceptance, free of defects, but maximum fifteen months subsequent to completion. Typical parts subject to wear and expendable material are not covered by warranty.
Work under warranty by our company is performed free of charge. Travel time, waiting time, travel expenses and out-of-pocket expenses shall be charged for work performed at the operating location with the billing rate valid in each case.
- Payments:** Payment shall be made net within 14 days, plus the legally stipulated value-added tax. Payments shall be made to the bank account specified by the supplier.

Commissioning work and service call-outs shall be billed on completion of the work resp. once per month. The invoices shall be payable immediately without deduction.
Payments may be set off or withheld only if counter-claims have been determined or acknowledged in legally valid manner.
- Licenses:** Licensed software products shall be subject to the supplied manufacturers' software license terms.
- Documentation:** We deliver documentation in German (where required: English) language. They are delivered once at the beginning of a series supply.
- Commissioning:** The term commissioning shall be taken to mean all work at the installation location of the subject matter of the order serving the purpose of testing, trial and verification of performance etc. Commissioning work is not included in the scope of the Bid.

Commissioning work, after being ordered separately if applicable, shall be charged on the basis of verified expenditure for travel times, waiting times, working times, out-of-pocket expenses and material consumed on the basis of the relevant, valid hourly rate.

Working time for clearing defects attributable to us and which are proven by the Client to constitute a deviation between the work performed and the Performance Specifications acknowledged by both parties shall not be included in this category.

Eckelmann AG

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Vorsitzender des Aufsichtsrats: Hubertus G. Krossa Stv. Vorsitzender des Aufsichtsrats: Dr.-Ing. Gerd Eckelmann
Sitz der Gesellschaft: Wiesbaden Amtsgericht Wiesbaden HRB 12636

The Client undertakes to have the work performed and material consumed confirmed by an authorised representative at the commissioning location.

Acceptance: Upon acceptance, the Client shall acknowledge the subject matter of the order as having been essentially provided pursuant to the terms of the Contract. In the event of a formal acceptance not having been granted, hand-over of the subject matter of the order to the customer of the Client or use of the subject matter of the order as intended by the Client shall be considered automatically as equivalent to acceptance.

Working times: Times to be billed by the hour shall be billed on the basis of a 39-hour week. Normal working times are from Monday to Friday from 8 a.m. to 8 p.m. on the basis of a 7.8-hour day. Working times over and above this shall be charged with the following premiums:

Monday to Saturday	25 %
Work on Sundays and night-work from 8 p.m. to 6 a.m.	50 %
Work on legally stipulated public holidays	100 %

The overtime premiums each relate to the relevant, valid hourly rates.

Billing rates: The following billing rates per hour shall apply to working times, waiting times and travel times:

	Working/waiting time	Travel time
System specialist:	€ 124,00	€ 110,50
Engineer:	€ 103,00	€ 93,00
Technician:	€ 82,00	€ 73,00
Skilled worker:	€ 55,50	€ 49,50

The aforesaid prices shall not include the required preparatory work prior to the call-out, such as preparing the documentation or configuring the universal modules for the application in question etc. Neither do they contain the required follow-up work subsequent to the service call-out, such as follow-up documentation or reconfiguring the spare parts removed. This work shall be billed additionally.

Service call-outs: The following billing rates per hour shall apply to working times, waiting times and travel times:

	Working/waiting time	Travel time
System specialist:	€ 138,50	€ 125,50
Engineer:	€ 115,50	€ 106,00
Technician:	€ 86,50	€ 79,00
Skilled worker:	€ 58,50	€ 53,50

Waiting time: The waiting time is the period during which our member of staff is available to the Client at the place of work but is unable to work in the interests of the Client with no fault on the member of staff's part.

Travel time: Travel time is the period required by our member of staff to reach his next destination when travelling to the work site and when travelling from it. The following shall apply to outward and return trips made by car:
The travel time shall be calculated from the number of kilometres travelled for the trip to the site and the trip to the next destination, divided by 70. At least one hour shall be billed.

Out-of-pocket expenses: Daily rates for each day of absence: on the basis of maximum tax free flat-rate consolidation. Hotel expenses: on the basis of costs (receipt) or, at the decision of our member of staff, on the basis of maximum tax free flat rates.

Travel expenses: € 0.50 per kilometre for all order-related trips by car.

Costs of trips by air or rail and extraordinary expenses shall be billed at cost (receipt).

Billing shall be carried out on completion of the work or once per month. The invoices shall be payable immediately, net, with no deduction.

Force Majeure: Serious events, such as in particular force majeure, industrial disputes, unrest, warlike or terrorist conflicts, which have unforeseeable consequences for the performance of services, shall release the contracting parties from their obligations to perform for the duration of the disturbances and to the extent of their effect, even if they are in default. An automatic termination of the contract is not associated with this. The contracting parties are obliged to inform themselves of such an obstacle and to adapt their obligations to the changed circumstances in good faith.

Bid validity period: 90 days.

For the rest, the most recent version (edition 2018) of the “General Terms of Delivery for Products, Work and Services of the Electrical Industry” and “Software Clause for the Provision of Standard Software forming an Integral Part of Supplies” (edition 2012) shall apply.

The place of performance and place of jurisdiction shall be Wiesbaden.

Scope of validity: The Bid shall be submitted solely on the basis of the aforesaid terms. Other order terms shall apply only if they have been expressly acknowledged in writing on receipt.