

## General Service Terms and Conditions of Eckelmann AG

effective as of: January 1, 2021

### I. Scope and subject matter of the terms and conditions

The following terms and conditions shall apply exclusively for the entire service and repair processing of Eckelmann AG (hereinafter referred to as **E°Customer Service** or E°CS) and its customers (hereinafter referred to as "Customer").

All quotations of Eckelmann AG are exclusively intended for contractors (commercial users) and not for consumers / end customers, i.e. private persons as defined by the law.

Terms and conditions conflicting with or deviating from these service conditions shall only be binding for E°CS if they have been expressly confirmed in writing by E°CS.

The following service conditions shall also apply to all future service orders of the Customer with E°CS.

The following terms and conditions govern the troubleshooting, servicing and repairs of systems, modules and spare parts, software as well as any other technical installations (hereinafter also referred to as "systems") by E°CS. The service conditions shall also apply for technical consulting services and training. The services can be provided both via remote access as well as directly on-site in the end customer system.

### II. Customer obligations

#### 1. Risk information

The Customer is expressly informed that other components on the machine could be damaged even if correct diagnostic activities are carried out with due care.

#### 2. Fault description

The Customer is obliged to inform/provide E°CS with a detailed and comprehensive description of all defects or malfunctions and to support E°CS during fault analysis and elimination of defects. In doing so, the Customer must point out any technical or manufacturer-specific special features.

#### 3. Records/documents

The Customer shall provide E°CS with all required information and records for the correct performance of the service in good time before starting the work.

#### 4. Information

The Customer shall inform E°CS about the necessity of any specific safety inspections or requirements in good time.

Eckelmann AG

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## 5. Interfaces

The Customer shall indicate all relevant interfaces (hardware and software) to E°CS that must be observed for performance of the services. This shall particularly apply for the provision of programming services on data processing systems.

## 6. Data backup; parameters

The Customer shall be obligated to check all required settings, parameter sets and data for the correct operation and functionality of the machine / system and to ensure that these are correctly set for the intended use of the Customer and are also backed up externally.

E°CS shall only be liable for the loss of data, parameters or settings in the case of grossly negligent or wilful breach of duty. Any liability that is based on breach of duty of the Customer shall not be accepted. Any liability for inoperability of the machine / system resulting from this shall be ruled out.

## 7. Assistance

The Customer shall support the service personnel of E°CS in every respect for the execution of the service call.

The Customer shall be obligated at his own costs to provide technical assistance, in particular for the provision of the necessary appropriate assistants in the required number for the service visit and for the required time.

The service personnel must be able to have free access to the machine during the service visit. The assistants must follow the instructions of the service personnel.

E°CS shall not accept any liability for the assistants except in the case of loss of life, physical injury or damage to health due to wilful or negligent breach of duty of E°CS and other damage due to grossly negligent or wilful breach of duty of E°CS.

The technical assistance of the Customer must guarantee that the service can be started immediately after arrival of the service personnel and can be performed without delay until the acceptance by the Customer.

## 8. Notification of warranty claims

In the case of any error or malfunction message, the Customer must expressly mention and notify possible warranty claims to E°CS or also any third party to the contract. If this does not happen, it can result in loss of warranty; E°CS cannot accept any liability or provide compensation payments for this.

## 9. Occupational health and safety

The Customer shall take the necessary special measures at the place of use for the protection of persons and property. The Customer shall instruct the service personnel about existing safety and occupational health and safety regulations insofar as these are relevant for the service personnel.

## III. Quotation, costs estimate

Insofar as possible, the Customer shall be informed about the estimated repair / installation price in the service visit offer. The preparation of a costs estimate with a binding price guarantee is not possible. Unless otherwise agreed, such a costs estimate shall only be binding if it is submitted in writing with the note "*binding price guarantee*". The service visit shall be remunerated according to the time required.

Prices of work services and for parts and materials used shall be shown separately for the calculation of the services. The same shall apply for travel and transport costs. The service report produced for acceptance shall be used as the basis of the calculation.

The working, travel and waiting times as well as component return shall be billed according to the respective applicable E°CS hourly rates.

If the work cannot be started immediately after arrival of the service technician or delays occur, the incurred costs for waiting times shall be borne by the Customer accordingly.

The services **that are not covered by a service contract** shall be billed at the following Hotline fixed fees **per order / call**:

- € 250.00 for calls from 07:00 to 20:00 from Monday to Friday
- € 350.00 for calls from 20:00 to 07:00 from Monday to Friday
- € 500.00 for calls on Saturdays, Sundays and public holidays

(in each case, 30 minutes of telephone and/or remote service are included in the fixed fee).

#### **IV. Acceptance confirmation**

The Customer shall be obligated to confirm acceptance as soon as the completion of the service call has been notified and the function test has been completed unless there is any defect that restricts the usability of the machine / system.

#### **V. Deliveries**

Shipments and service agreements shall be under the provisions that this business is not being restricted by any national or international regulations, particularly export control regulations and embargoes or any other sanctions. We ship all deliveries EXW, according to the current INCOTERMS®.

#### **VI. Retention of title**

E°CS retains ownership of the object of any order or the purchase contract until complete payment has been made.

#### **VII. Warranty**

Insofar as defects already exist for the purchase item or service at the time of passing of the risk, E°CS shall be liable with the exclusion of any further claims but subject to liability according to section VII, exclusively in accordance with the following conditions:

E°CS shall at its own discretion correct defective parts of the purchase item at no charge or replace them free of defects ("supplementary performance"). E°CS shall choose an appropriate and proportionate form of supplementary performance taking account of the overall circumstances and with regard to the associated costs.

The service call as such shall be considered successful after start-up of the machine. All warranty claims for the service call shall be void with successful function test of the machine. The costs for a service call required for the purpose of supplementary performance of the purchase item shall be borne again by the Customer himself. These costs are not included by the warranty commitment.

Unless otherwise agreed, claims on account of defects become time-barred with expiry of twelve months from the date of acceptance or as deemed to have taken place of the object of the contract by the Customer. The warranty period is suspended for the duration of supplementary performance. It does not start again.

#### **VIII. Liability**

E°CS is liable within the scope of its product and business liability insurance.

For damage not caused to the object of the contract itself. E°CS shall exclusively be liable in the case of intent or gross negligence or in the case of culpable injury to life, body, health or for defects that E°CS has wilfully concealed or insofar as there is strict liability according to the product liability law for injuries to persons or damage to property. Warranty commitments on the part of E°CS do not exist and – if claimed - are already declared now as ineffective. Further claims shall be excluded.

In particular, E°CS shall not be liable for damage resulting from any inappropriate or incorrect use, incorrect assembly or putting into service by the Customer or third parties, usual wear, incorrect or negligent handling, incorrect maintenance, unsuitable operating materials, defective construction work, unsuitable construction base, chemical, electrochemical or electrical influences. At the same time, this shall also apply for the case of incorrect supplementary performance on the part of the Customer himself or any third party. The burden of proof for this shall be borne by the Customer. Any liability on the part of E°CS for the consequences / damage resulting from this shall be excluded. The same shall be applicable for modifications of the purchase / service item without previous approval by E°CS.

EC\*S shall not accept any liability for damage that is not caused to the repair item itself. The assertion of any claim for damage compensation on account of loss of production, machine downtime, personnel costs, data loss as well as loss of profit or other pecuniary losses shall be excluded.

## **IX. Severability clause**

If any of the above individual provisions is or becomes ineffective, this shall not affect the validity of the remaining provisions; the individual, ineffective provision shall be replaced with an effective provision that comes the closest to the contractual purpose and the will of the parties.

## **X. Applicable law, jurisdiction**

1. The applicable law of the Federal Republic of Germany shall be exclusively applicable for these provisions and all legal relationships between E°CS and the Customer for the legal relationships between each other for domestic parties.

2. The jurisdiction is Wiesbaden for all disputes arising from the contractual relationship if the Customer is a merchant, a legal person under public law or a special public law fund to bring an action before the court.

## **XI. Applicable Documents**

E°CS hourly rates