

Terms and Conditions - H&S Maschinentechnik GmbH

1. General information, scope of application

a) The following terms and conditions of service apply exclusively to all repairs, maintenance, and other servicing and repair work performed by us on machines and machine parts (services). Any conflicting or deviating terms and conditions of the customer, or any supplementary terms and conditions, are not recognized unless we have expressly agreed to their validity in writing.

b) Our following terms and conditions of service apply only to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 Paragraph 1 of the German Civil Code (BGB).

2. Offers, scope of services

a) Our offers are always subject to change and non-binding.

b) The type and scope of our services are governed by our written order confirmation or, if no such confirmation exists, by our written offer. In all other cases of doubt, our on-site stipulations shall apply unless the customer objects immediately.

3. Telephone inquiries

Information provided by us over the phone is given as a courtesy and without any liability, unless expressly agreed otherwise.

4. Price information and cost estimate

a) A cost estimate with binding price information will only be provided upon request of the customer. It is only binding if it is submitted in writing and explicitly designated as binding.

b) If we only provide non-binding price quotations and the service cannot be performed at these costs, the customer's consent is only required if the stated costs are exceeded by more than 20%.

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a) Unless otherwise agreed, we will charge the prices shown in our price list valid at the time of conclusion of the contract.

b) Value added tax is not included in the price and will be charged to the customer separately at the applicable statutory rate.

6. Customer's duty to provide information

a) The customer must disclose any existing intellectual property rights relating to the item on which the services are to be performed (service item) if this item was not supplied by us. The customer shall indemnify us against any third-party claims in this respect, provided that we are not at fault.

b) If we need to take certain precautions or measures or observe other special features when handling the object on which the services are to be performed, the customer must expressly inform us of this beforehand.

c) The customer must also provide us with any instructions and plans relating to the item being serviced in good time before the work is carried out.

7. Execution of the work at the customer's premises

a) The customer shall support us at his own expense in the performance of the services and implement the necessary protective measures in the workplace if these

Work will be carried out in his company.

b) The customer's cooperation obligations must be fulfilled in such a way that the services can commence immediately upon the arrival of our personnel and be carried out promptly. If the customer fails to fulfill their cooperation obligations, we are entitled, but not obligated, after setting a deadline, to carry out the necessary measures ourselves at the customer's expense. Our other rights remain unaffected.

8. Execution of the work in our company

a) If the work is carried out at our premises, the transport of the item to be serviced (service item), including its packaging and loading, to and from our location will be at the customer's expense, unless otherwise agreed in writing. Otherwise, the customer must deliver the service item to us at their own expense and collect it again after the work has been completed.

b) The customer bears the risk of transport to and from the destination unless otherwise agreed in writing.

c) At the customer's request and expense, the outward and return transport will be insured against insurable transport risks, e.g. theft, breakage, fire.

d) If the buyer delays collection, we may charge a reasonable storage fee. Storage is at the buyer's risk.

9. Subcontractors

We are entitled to have the services performed by subcontractors.

10. Service period

a) Information regarding deadlines for the performance of services (service deadlines) is non-binding unless expressly agreed upon as binding. Such an agreement can only be requested by the customer once the scope of the service work to be performed has been precisely determined.

b) Compliance with the service deadlines is contingent upon the fulfillment of the contractual obligations, in particular the customer's cooperation obligations. If these obligations are not fulfilled, or not fulfilled in accordance with the contract, or if ambiguities or other difficulties arise during the execution of the order that require clarification and are not attributable to us, we may extend the service deadline appropriately. Our other rights remain unaffected.

c) The agreed service period shall be extended – even during a period of default – in the event of obstacles beyond our control that significantly affect the services, by the duration of the obstacle plus a reasonable start-up period. We will inform the customer of the beginning and end of such obstacles as soon as possible. Obstacles beyond our control include, for example, force majeure, government intervention, strikes, lockouts, and delays caused by traffic disruptions.

or other events beyond our control that occur at our company, our suppliers or at external companies on which the continuation of our business operations depends.

11. Acceptance

a) Unless otherwise agreed, acceptance shall be deemed to have taken place if the object on which the service is to be performed (service object) has been handed over to the customer and the customer uses it without objection, or if the customer pays the agreed remuneration without objection, or if the service does not notify us in writing of any breach of contract within two weeks of the service object being handed over, whereby timely dispatch of the notification, which must be proven by the customer, is sufficient to meet the deadline.

b) If acceptance is delayed through no fault of ours, acceptance shall be deemed to have taken place two weeks after receipt of our notification of the completion of the repair.

c) The statutory provisions according to which acceptance may also take place or be deemed to have taken place in another way remain unaffected.

12. Payment Terms

a) The agreed price is due for payment in accordance with the statutory provisions, unless otherwise agreed.

b) Discounts are only granted if this is agreed in writing or shown in our invoice.

c) Any objections to our invoice by the customer must be made within 4 weeks. After this period, objections will no longer be considered.

d) The customer may only offset claims or assert a right of retention that have been legally established, are undisputed or have been acknowledged by us.

13. Liability for defects in the service

a) We do not assume any guarantees in the sense of increased liability or the assumption of special obligations.

b) The customer must notify us in writing of any defect discovered without delay.

c) We are initially liable for defects in the service by remedying the defects.

d) Our liability does not apply if the defect is insignificant to the interests of the customer, or is due to a circumstance attributable to the customer, or is due to normal wear and tear.

e) Only in urgent cases of endangerment to operational safety and to avert disproportionately large damages, whereby we must be notified immediately in writing, or if we have allowed a reasonable deadline set for us to remedy defects to expire, the customer has the right to have the defect remedied himself or by third parties and to demand reimbursement of the necessary costs from us.

f) If, taking into account the statutory exceptions, we allow a reasonable deadline set for remedying defects to expire without result, or if the remedy otherwise fails, the customer may reduce the price in accordance with the statutory provisions. Only if the repair is demonstrably of no interest to the customer (despite the price reduction) may the customer withdraw from the contract.

g) If we are liable for damages due to defects in the repair, clause 14 below applies. The same applies to the reimbursement of wasted expenses.

h) The limitation period for claims and other rights of the customer in the event of defects in the service is 12 months from acceptance. However, this does not apply in cases where the defect is attributable to us due to an assumed guarantee, or due to intent or gross negligence, or where we have fraudulently concealed it.

14. Other Liability

a) If the service item is damaged due to our fault, we shall, at our discretion and expense, either repair or replace the damaged parts. Our liability for compensation is limited to the contractual service price, unless further liability arises from the following provisions of this Section 14.

b) We shall only be liable for damages, regardless of the legal basis (in particular for breach of obligations arising from the contractual relationship or from tort), if

aa) in cases of intent or gross negligence,

bb) in the event of culpable injury to life, body or health,

cc) in the event of a culpable breach of a material contractual obligation (cardinal obligation),

dd) in the case of the assumption of a guarantee, insofar as the damage is based on its breach

and the risk of damage is captured by it,

ee) in the case of a defect that we have fraudulently concealed, or

ff) in the event of a product defect for which we are liable under the Product Liability

Act.

Furthermore, our liability for damages is excluded.

c) To the extent that our liability for defects is excluded, we are also not liable for damages due to defects in the service.

d) To the extent that we are liable for slight negligence, our liability is limited to the amount of the foreseeable damage typical for this type of contract, but not to the extent that we are liable for injury to life, body or health, or under the Product Liability Act, or to the extent that a further liability arises from a guarantee assumed by us. This limitation of liability applies accordingly if we are liable for gross negligence on the part of our non-managerial employees or other simple vicarious agents.

e) The limitation period for claims for damages by the customer is 18 months. However, the statutory limitation periods remain in effect insofar as we are liable for injury to life, body or health, intent or gross negligence, fraudulent concealment of a defect, breach of an assumed guarantee, or under the Product Liability Act. For any claims for damages due to defects in the service, however, the limitation period stipulated in clause 13 h remains in effect.

f) The above provisions do not entail any change in the burden of proof to the detriment of the customer.

g) The foregoing provisions shall apply mutatis mutandis to claims for reimbursement of wasted expenses. They shall also apply in favor of our legal representatives and our agents and vicarious agents with regard to their potential personal liability.

15. Retention of title, extended lien

a) We retain ownership of all accessories, spare parts, and replacement units used until full payment under the service contract has been received. Furthermore, we may require additional security from the customer.

b) Pursuant to the service agreement, we acquire a contractual lien on the service item belonging to the customer that has come into our possession, to secure our claims arising from the service agreement and any other claims existing at that time against the customer from the business relationship. Our statutory lien and right of retention remain unaffected.

16. Troubleshooting and repairs that are not feasible

a) The service order usually also includes troubleshooting.

b) If, for reasons beyond our control, the fault cannot be found or the service cannot be performed, we may charge the customer for the necessary expenses incurred. In this case, the time spent troubleshooting is considered working time.

c) The item being serviced only needs to be restored to its original condition by us at the express request of the customer and against reimbursement of costs, unless the work we carried out was not necessary.

d) In the event that the service cannot be performed, we shall only be liable for damage to the service item, for breach of ancillary contractual obligations and for damage not caused to the service item in accordance with clause 14.

17. Jurisdiction and applicable law

a) The place of jurisdiction for all disputes arising from or in connection with the service contract is Großrudestedt, if the customer is a merchant, a legal entity under public law, or a special fund under public law, or if the customer has no general place of jurisdiction in Germany. However, we are also entitled to bring an action at the customer's place of business.

b) The law of the Federal Republic of Germany shall apply exclusively, even in the case of international transactions. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.