

General Terms and Conditions of Service for Maintenance & Remote Service (Effective: 03.12.2025)

The following terms and conditions shall become an integral part of the contract for all deliveries and services of the Contractor, unless expressly agreed otherwise. Any contrary or supplementary terms and conditions in the client's General Terms and Conditions are expressly rejected. They shall not apply even if the Contractor provides deliveries and services without reservation in the knowledge of the Client's General Terms and Conditions.

a) Cooperation and technical assistance to be provided by the Client:

The Client must support the maintenance personnel in carrying out the maintenance in good time, without being requested to do so and in full at its own expense. It shall ensure that it fulfills the following elementary obligations to cooperate in particular:

Maintenance personnel must be granted access to the machinery and equipment during normal business hours/operating hours to carry out announced maintenance work. The Client shall provide the Contractor with any information requested about the machinery and equipment to be maintained and shall make the associated documents available.

The Client must take the special measures necessary to protect persons and property at the maintenance site. Before the work can start as agreed, the Client shall inform the Contractor of all relevant safety regulations applicable at the site. The Client shall inform the Contractor's personnel of the conditions in the Client's country under which this contract is to be carried out and of any special risks or dangers that exist at the site or when using the equipment and tools provided by the Client. He shall inform the Contractor of any breaches of such safety regulations by the maintenance personnel. In the event of serious violations, he may, in consultation with the maintenance manager, deny the violator access to the maintenance site.

The Client must provide technical assistance at its own expense, in particular it must provide support personnel, resources and electricity and water, including the necessary connections, free of charge.

b) Acceptance:

Confirmation of the work carried out is provided exclusively in an official DIOSNA service report; deviating reports or statements have no legal effect. The contractor's employees are not authorized to make verbal commitments that deviate from the official DIOSNA service protocol.

If the Client does not participate in a service agreed with us and / or does not acknowledge the service and / or acceptance, even though the system is operational and functioning and has no significant defects and such an appointment was either agreed in vain or a reasonable deadline was set for acknowledgement / acceptance, which has elapsed without result, acceptance is deemed to have been granted. The fictitious acceptance shall in any case occur with the start of commercial production on the system (use by and at the risk of the client even before an acknowledged acceptance or without an acknowledged acceptance).

If the Client is in default of acceptance and the above-mentioned fictitious acceptance occurs, it shall continue to be obliged to meet its payment obligation for claim(s) that would already have been due without default.

c) Cancellation of the maintenance appointment:

If it is not possible for the Client for the work to be carried out on the scheduled date, the Contractor must be notified at least 20 working days in advance. If notice is culpably late, the maintenance order charge shall be due in full if the Contractor's maintenance technicians could not be deployed elsewhere at the scheduled time.

If the work is interrupted for reasons for which the Contractor is not responsible, the Client shall bear the additional costs.

d) Liability for defects in maintenance:

The Contractor's liability for defects is limited to the parts used and the work carried out during maintenance. The Contractor shall only be liable for justified defects that occur in parts within one year of receipt of the spare parts and in the work carried out within one year of maintenance being carried out. This shall not apply in the event of culpable injury to life, body or health, in the event of intentional or grossly negligent fault or in the event of deviation from an expressly assumed guarantee in accordance with §443 BGB. Otherwise, the statutory provisions shall apply. Spare parts shall be warranted if they were purchased through the Contractor and the type and machine number are communicated.

The Contractor may reject warranty claims in the following cases in particular:

- any maintenance, overhaul, installation, storage, packaging, operation or use that is incorrect or contrary to the Contractor's instructions; or
- alterations, modifications or repairs by persons other than the Contractor or a person authorised by the Contractor; or
- any use outside the scope originally intended; or
- accidents or negligence on the part of the Client or a third party; or
- any use of parts not recommended by the Contractor in its technical documentation.

e) Remote Service:

In the event of a fault in the electronic control of the machine, the parties shall connect the Client's machine to the Contractor's computer. This will make it possible for the Contractor to identify the fault in the machine's software.

If it becomes apparent in the course of the fault analysis that it is not possible to rectify the fault immediately, prioritized processing will take place on the next working day.

If consent is given to the use of in-house video assistance systems, the Contractor is additionally enabled to detect any malfunctions in the hardware of the machine in a more targeted manner.

If, in the course of carry out the order, it is found that the defect cannot be corrected via remote repair, the order shall be deemed to have been completed. If a repair is only possible with additional services by the Contractor which are outside the scope of this, the parties shall reach a separate agreement on such services.

The Client must not carry out production with the machinery or equipment or use them in any other way during remote online service - unless the parties have expressly agreed otherwise in advance in the specific case.

The Client undertakes to post an employee at the machine to assist the Contractor throughout remote online service. During this time, the Client's employee shall assume full responsibility for the safety of the machinery and personnel. The two parties shall share information by telephone on any steps to be taken.

In the event of a fault in the hardware of the machinery and equipment, the Contractor shall give instructions by telephone from its service centre to repair the machinery. The repair itself on site shall be carried out by the Client's trained service personnel, who shall carry out the Contractor's instructions.

f) Payment for services:

The Client is generally not liable to pay if the malfunction of the machines and systems is a warranty case from the underlying machine purchase. The parties must expressly agree on this in each individual case before the Contractor carries out any work.

If the parties are initially of the opinion that the malfunction could be a warranty case under sales law and if this proves to be incorrect in the course of the services being carried out, the Contractor shall cease to perform its services and shall inform the Client of the situation immediately. Under these circumstances, the parties shall make an arrangement as to whether and on what terms the Contractor shall continue its services to correct the malfunction and whether services already rendered shall be paid for by the Client.

If the remote service is not provided in accordance with the contract, the Client shall be entitled to demand that the Contractor provide the service in accordance with the contract within a reasonable period of time at no additional cost to the Client. This shall not apply if the Contractor is not responsible for the breach of duty.

g) Liability:

Notwithstanding anything contained in the contract to the contrary and to the extent permitted by the applicable law, Contractor's total liability under and in connection with the contract whether in tort (including negligence) or in contract - including any and all indemnification obligations, liquidated damages, costs of subsequent performance and reductions -, is limited to and shall not exceed the maximum amount of 100% of order value. Contractor shall not be liable to customer for any loss of product, loss of raw and auxiliary materials, loss of production, loss of profit, loss of interest, or loss caused by standstill of the plant, or any part thereof or for any indirect or consequential damages. Nothing in this clause excludes or limits the liability of Contractor for death or personal injury caused by Contractor's negligence or liability under Product Liability Act. The specified limit shall not include Contractor's liability in cases of gross negligence and/or willful acts of Contractor.

Neither party shall be liable for any errors or delay in the performance of its obligations under the agreement to the extent that such error or delay is due to causes beyond its reasonable control and not caused by its fault or negligence, including but not limited to any act of nature, any accident affecting the premises of the parties or their subcontractors (fire, explosion, flood etc.), conflicts, wars (declared or undeclared), riots, terrorism, epidemics and governmental orders, national strikes or quarantines, all of which occur after the date of signature and have a direct impact on performance by the party ("force majeure").

h) Confidentiality:

Each party undertakes not to disclose or exploit in any form for any purpose other than the performance of this agreement any confidential information and intellectual property rights communicated to it by the other party orally and/or in writing prior to and during performance of this agreement.

i) General conditions:

The Contractor is entitled to transfer its rights and obligations under this agreement to third parties.

Ancillary agreements and amendments to this agreement require confirmation by the Contractor in writing to be effective.

The place of performance of the maintenance and the place of performance for subsequent performance is the original place of delivery of the machinery and equipment. The place of performance for the remote service is the Contractor's registered office.

All disputes, controversies or differences, which may arise between the parties in connection with the contract or its validity shall be settled amicably. Should the parties not come to an amicable settlement, such cases shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules without recourse to the ordinary courts of law. The place of arbitration is Zurich, Switzerland and the language of arbitration is English. The contract shall be governed by Swiss substantive law, excluding any principles of conflict of laws. The application of international commercial law agreements, particularly the UN commercial law, is excluded.

If any provision in this agreement is or becomes invalid, this shall not affect the validity of the remaining provisions.