

## **General Terms and Conditions of Service for Maintenance & Remote Service (Effective: 01.08.2023)**

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

The Client must support the maintenance personnel in carrying out the maintenance at its own expense.

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 implement the special measures necessary to protect people and property at the maintenance site. The Client must also inform the maintenance manager of existing special safety regulations, insofar as these are relevant for the maintenance personnel. The Client shall notify the Contractor of any breaches of such safety regulations by the maintenance personnel. In the event of serious violations, the Client may, in consultation with the maintenance manager, deny the offending individual 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) 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.

### c) Liability for defects:

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 defects that occur within one year of receipt of the spare parts or performance of the maintenance. The statutory time limits shall apply to claims for damages. Spare parts are provided under warranty, provided they have been obtained via the Contractor and the type of machine and the machine number have been provided.

The Contractor may reject warranty claims in the following cases:

- 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.

d) 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.

e) Warranty and payment for services:

The Client shall not be under obligation to pay if the malfunction in the machinery or equipment is under warranty. 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 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.

f) Liability:

The Contractor assumes no liability for the success of the maintenance and remote online services. The Contractor's liability to pay compensation for all culpably caused damage to the machinery and equipment shall be limited in total to the purchase price of the above machinery and equipment, irrespective of the legal basis. However, this shall not apply in the case of intent or gross negligence, culpable injury to life, body or health on the part of the Contractor, in the case of fraudulent concealment of defects or to defects in the machinery and equipment subject to liability under the

Germany Product Liability Act (ProdhG). The Contractor shall only be liable for damage that has not occurred to the machinery and equipment itself if the above exceptions apply.

Neither party shall be liable for any defect or delay in the performance of its obligations under the agreement to the extent that such defect 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").

g) 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.

h) 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.

The exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is Osnabrück. German law shall apply.

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