

1. Scope of Application, Offer and Conclusion of Contract

- 1.1. The following 'General Service Conditions' (hereinafter also referred to as the 'Contract Terms') shall apply exclusively to all offers and contracts for the provision of service work (inspections, repairs and maintenance work – hereinafter also referred to as 'Services') by the Contractor. The Contractor does not recognize any terms of the Customer that deviate from or conflict with these Contract Terms, unless the Contractor has given its express written consent. Even if the Contractor, being aware of such deviating or conflicting terms of the Customer, performs the Services without reservation, this does not constitute consent – these Contract Terms shall continue to apply in this case as well.
- 1.2. The Contractor's offers are non-binding. If the Customer's order is to be qualified as an offer, the Contractor may accept it within 10 working days. Orders placed only become binding upon the Contractor's written confirmation.
- 1.3. Individual agreements made with the Customer in a specific case (including collateral agreements, supplements and amendments) shall take precedence over these Contract Terms. The content of any such individual agreements shall be governed by a written contract or the Contractor's written confirmation, with text form being sufficient.
- 1.4. The Contractor reserves the right of ownership and, to the extent capable of copyright protection, the copyright in cost estimates, drawings and other documents. The Customer may not make them accessible to third parties.
- 1.5. The underlying service contract and these Contract Terms shall only apply to an entrepreneur (Unternehmer), a legal entity under public law, or a special fund under public law within the meaning of Section 310 (1) sentence 1 of the German Civil Code (BGB).

2. Cost Information, Cost Estimate, Termination by the Customer

- 2.1. Where possible, the Customer will be informed of the expected price upon conclusion of the contract; otherwise, the Customer may set cost limits. If the Services cannot be performed within these costs, or if the Contractor considers the execution of additional work or the use of additional parts or materials necessary during performance of the Services, the Customer's consent must be obtained if the stated costs are exceeded by 20 %.
- 2.2. If it becomes apparent during performance of the Services that, in the interest of proper execution, the costs will be exceeded by more than 20 %, the Customer shall be notified thereof in text form; the Customer's consent shall be deemed given if it does not object without undue delay to the extension of these Services – the Contractor will expressly point out this legal consequence again in its notification.
- 2.3. If a cost estimate with binding price quotations is required prior to performance of the Services, the Customer must expressly request this. Unless otherwise agreed, such a cost estimate shall only be binding if given in writing, with text form being sufficient. The preliminary work performed for the preparation of the cost estimate will not be charged to the Customer, provided it can be used in the performance of the Services.

3. Price and Payment

- 3.1. Payment shall be made upon acceptance and handover or dispatch of the invoice, without cash discount.
- 3.2. The Contractor is entitled to demand a reasonable advance payment upon conclusion of the contract.

- 3.3. Unless stated otherwise, prices are always exclusive of statutory value-added tax.

- 3.4. The Customer shall only be entitled to a right of set-off or retention if its counterclaims have been finally and non-appealably established, are ready for decision in pending proceedings, are undisputed, or have been acknowledged by the Contractor.

4. Customer's Cooperation at the Place of Performance

- 4.1. During the performance of the Services, the Customer shall provide support, at its own expense, to the Contractor's service personnel.
- 4.2. The protection of persons and property at the place of performance is the Customer's responsibility.
- 4.3. The Customer is obligated to ensure appropriate working conditions and safety at the place of performance.
- 4.4. The Customer shall inform the Contractor's service supervisor of the applicable safety regulations, to the extent necessary. Any violations of the safety regulations by the Contractor's service personnel shall be reported by the Customer to the Contractor.

5. Technical Assistance by the Customer at the Place of Performance

- 5.1. If required, the Customer is obligated to provide, at its own expense, suitable auxiliary personnel in sufficient numbers and for the necessary period of time.
- 5.2. The auxiliary personnel shall follow the instructions of the persons entrusted by the Contractor with directing the Services. The Contractor assumes no liability for the auxiliary personnel provided.
- 5.3. The Customer is obligated to provide, at its own expense, the energy required for the Services (e.g. lighting, power, water), including the necessary connections.
- 5.4. If necessary, the Customer shall provide, at its own expense, theft-proof rooms for storing the service personnel's tools and heated rest rooms.
- 5.5. The Customer shall provide, at its own expense, all materials and operating supplies and shall take all other actions necessary for adjusting the object of the Services and carrying out the trial run.
- 5.6. The Customer must ensure that performance of the Services can begin without delay after the service personnel arrive. Any delays for which the Customer is responsible shall be at the Customer's expense.
- 5.7. If the Customer fails to fulfill its obligations, the Contractor shall, after the unsuccessful expiry of a reasonable grace period, be entitled – but not obligated – to carry out the actions incumbent upon the Customer in its place and at its expense.
- 5.8. The Contractor's statutory rights and claims shall otherwise remain unaffected.

6. Time Limit for Performance of the Services

- 6.1. Statements regarding time limits for performance are based on estimates and are therefore not binding.
- 6.2. In the event of force majeure, labor disputes, or the occurrence of unforeseen obstacles beyond the Contractor's control, the time limit for performance shall be extended by a reasonable period.

- 6.3.** If the Contractor itself is not supplied with the required spare parts and materials, even though it has placed matching orders with its own suppliers or the relevant manufacturer, the time limit for performance shall be extended by a reasonable period. In this case, the Contractor shall inform the Customer without undue delay.
- 6.4.** Any demonstrable damage incurred by the Customer as a result of the Contractor's default shall be compensated; however, in the case of slight negligence, only up to a maximum of 5 % of the net price of the Services. Without prejudice to Section 12.2 of these Contract Terms, any further claims for compensation are excluded in the case of slight negligence.
- 6.5.** If the Customer grants the Contractor, being in default, a reasonable grace period – unless a statutory exception applies – and this period is not met, the Customer shall be entitled to withdraw from the contract in accordance with the statutory provisions. Without prejudice to Section 12.2 of these Contract Terms, no further claims shall exist.
- 6.6.** Without prejudice to Section 12.2 of these Contract Terms, the Contractor may, at its discretion, instead of paying the lump-sum default compensation under Section 6.4 of these Contract Terms, make available to the Customer, for the duration of the default, an item comparable to the object of the Services, provided this is reasonable for the Customer.

7. Acceptance of the Services, Taking Delivery by the Customer

- 7.1.** The Contractor shall notify the Customer of the completion of a Service. Sending the invoice shall also be deemed notification. Acceptance must take place within 2 weeks of the notification becoming known.
- 7.2.** If the Services are not objected to by the Customer upon acceptance, or if acceptance does not take place within the deadline for reasons for which the Contractor is not responsible, the Services shall be deemed to have been properly accepted.
- 7.3.** If the Customer is in default in taking delivery, the Contractor shall be entitled to charge the Customer for storage costs or, in this case, to store the object of the Services at a third-party location at the Customer's expense.

8. Passing of Risk and Transport

- 8.1.** The outbound and return transport of the object of the Services is generally the Customer's responsibility, and the Customer also bears the risk of loss or damage during transport.
- 8.2.** If, as agreed, the Contractor arranges the transport, this shall be done at the Customer's expense and risk, even if the transport is carried out using the Contractor's own vehicles.
- 8.3.** The objects of the Services handed over by the Customer for performance of the Services are not insured against fire, theft, transport and storage damage, etc. These risks must be covered by the Customer, or shall only be covered by the Contractor upon the Customer's express written request and at the Customer's expense.

9. Retention of Title, Extended Lien

- 9.1.** The Contractor reserves title to all accessory, spare and replacement parts used until receipt of all payments due under the service agreement. Further security arrangements may be agreed.
- 9.2.** The Contractor shall have a lien on the Customer's object of the Services that has come into its possession under the

contract, in respect of its claims arising from the service agreement. The lien may also be asserted for claims arising from work previously carried out, spare-part deliveries and other services, insofar as they relate to the object of the Services. For other claims arising from the business relationship, the lien shall apply only insofar as such claims are undisputed, finally and non-appealably established, or ready for decision in pending proceedings.

- 9.3.** As a precaution, in the event that it is not the owner of the object of the Services, the Customer hereby assigns to the Contractor its claim and expectancy right to the transfer or retransfer of title after full discharge of any existing third-party claims, and irrevocably authorizes the Contractor to satisfy such claims on the Customer's behalf. However, the Contractor shall not be obligated to satisfy such claims in place of the Customer.
- 9.4.** If the object of the Services is combined with spare parts or similar items of the Contractor and the object of the Services is to be regarded as the principal item, the Customer shall, until payment has been made in full, transfer to the Contractor co-ownership in proportion to the value, insofar as the object of the Services belongs to the Customer. The Customer shall hold the co-ownership in safekeeping for the Contractor.

10. Old Parts

The disposal of old parts and other items that can no longer be used is the Customer's responsibility. Insofar as statutory provisions are enacted that provide otherwise, the Customer undertakes to reach a reasonable agreement with the Contractor regarding recycling. In doing so, it shall be assumed that the contracting parties will engage third parties to fulfill the recycling obligation.

11. Warranty Claims

- 11.1.** The Contractor is liable to the Customer for any defects in the Services in such a way that it shall, at its discretion, remedy the defects by rectification either at its own workshop or at the location of the object of the Services. Without prejudice to Sections 11.3 and 12 of these Contract Terms, any further claims by the Customer are excluded.
- 11.2.** Warranty claims shall become time-barred 12 months after acceptance of the Services. Any such defects discovered must be reported to the Contractor in writing without undue delay. If the Customer, without the Contractor's consent, improperly carries out service work itself or has it carried out by a third party, the Contractor's liability shall lapse. The same applies if, at the Customer's request, parts requiring replacement are not exchanged.
- 11.3.** If the Contractor – taking into account the statutory exceptions – allows a deadline set for it for subsequent performance to lapse without result, the Customer shall have the statutory right to a price reduction. This right to a price reduction shall also exist in other cases where subsequent performance has failed. The Customer may only withdraw from the contract in accordance with the statutory provisions if it can be demonstrated that, despite the price reduction, the Services are of no interest to the Customer.

12. Other Liability of the Contractor and Exclusion of Liability

- 12.1.** If, through the Contractor's fault, the object of the Services cannot be used by the Customer in accordance with the contract as a result of the omitted or defective performance of recommendations and advice given before or after conclusion of the contract, or of other ancillary contractual obligations – in particular instructions for the operation and maintenance of the object of the Services – the provisions of Sections 11 and 12.2 of these Contract Terms shall apply accordingly, to the exclusion of any further claims by the Customer.

12.2. For damage that has not occurred to the object of the Services itself, the Contractor shall only be liable – regardless of the factual and legal grounds – in the following cases:

- a) in the case of intent,
- b) in the case of gross negligence on the part of the owner/its executive bodies or senior employees,
- c) in the case of culpable injury to life, body or health,
- d) in the case of defects that it has fraudulently concealed,
- e) in the case of defects the absence of which the Contractor has guaranteed,
- f) insofar as liability exists under the Product Liability Act (Produkthaftungsgesetz) for personal injury or damage to privately used property.

12.3. In the event of culpable breach of material contractual obligations, the Contractor shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to the typical, reasonably foreseeable damage.

12.4. Further claims for damages are excluded.

13. Limitation Period

All claims of the Customer – irrespective of the legal grounds – shall become time-barred after twelve months. The statutory limitation periods shall apply to claims for damages under Section 12.2 of these Contract Terms. If the Contractor carries out the service work on a structure and thereby causes it to be defective, the statutory limitation periods shall likewise apply.

14. Remote Maintenance Work

If the Contractor performs the Services in whole or in part within the framework of a remote service, the Contractor's Remote Service Conditions shall apply in addition to these General Service Conditions.

15. Place of Jurisdiction, Applicable Law

The parties shall endeavor to resolve by mutual agreement all disputes arising from this contract, including those relating to its validity, irrespective of whether they arise during its term or up to the end of the warranty period.

If no agreement can be reached and the Customer is domiciled in the Federal Republic of Germany, the matter shall be finally decided in accordance with the Arbitration Rules of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit e. V. – DIS), to the exclusion of recourse to the ordinary courts. The place of arbitration shall be Frankfurt/Main. German substantive law shall apply.

If, however, the Customer is domiciled outside the Federal Republic of Germany, the matter shall be finally decided in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with those rules. The place of arbitration shall be Geneva. Swiss substantive law shall apply. The language of the proceedings shall be German or English.