

General Terms and Conditions of Installation, Maintenance and Repair

1. General

- 1.1 These General Terms and Conditions of Installation, Maintenance and Repair (GTCIMR) apply to all deliveries and services provided to our clients (clients). The GTCIMR only apply if the client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
- 1.2 Unless otherwise agreed, the GTCIMR in the version valid at the time of the order by the client, in any case in the version last communicated to the client in text form, shall also apply to similar future contracts without us having to refer to them again in each individual case.
- 1.3 Our GTCIMR apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the client shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in all cases, for example, even if the client refers to its general terms and conditions in the context of the order and we do not expressly object to this.
- 1.4 Individual agreements, such as framework agreements with clients and information contained in our order confirmation, take precedence over these GTCIMR. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications by the supplier in relation to the contract, such as deadlines, reminders, withdrawals, or reductions, must be made in writing. Legal formal requirements and further evidence, in particular in cases of doubt about the legitimation of the declarant, remain unaffected.
- 1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCIMR.

2. Offer/order confirmation

- 2.1 Unless a binding period is expressly stated, our offers are subject to change and non-binding.
- 2.2 The client's order for the service is considered a binding offer. Unless otherwise stated in the order, we are entitled to accept this offer within 14 days of receiving it.

Servicewerkstatt für Vakuumpumpen und Komponenten

2.3 Acceptance can be declared either in writing, for example by means of an order confirmation, or by performing the service for the client.

3. Personnel requirements, installation/maintenance/repair deadlines, risk assumption

3.1 Depending on the type and scope of the work required, we will deploy qualified employees at our discretion.

3.2 We estimate the duration of the installation/maintenance/repair based on experience (without guarantee). If the start or duration is postponed due to force majeure, the times will be adjusted.

3.3 If deadlines have been agreed, these shall be deemed to have been met if, by the time they expire, the installation, maintenance, or repair is ready for acceptance by the client in the event of a contractually stipulated test. If the installation/maintenance/repair is delayed due to force majeure, the deadline shall be extended appropriately, even if we are in default when the force majeure occurs. Force majeure also includes strikes, lockouts, sabotage, operational disruptions through no fault of our own, the scrapping of important workpieces through no fault of our own, the failure to obtain official approvals or the failure to obtain them in time, and all other unforeseen events. The unavoidable costs incurred as a result of the delay, in particular for waiting time and further travel by our personnel, shall be borne by the client. If waiting times occur, we shall be entitled to recall our personnel.

3.4 If the installation, maintenance, or repair service has been lost or concealed prior to acceptance through no fault of our own, we shall be entitled to demand the agreed price less any expenses saved. The same shall apply in the event of impossibility of installation/maintenance/repair for which we are not responsible. The client may demand that the service be repeated if and to the extent that this is reasonable for us, in particular taking into account our other contractual obligations. For the repetition, a new remuneration based on the currently valid prices shall be paid to us.

4. Prices

- 4.1 Installation, maintenance, or repair work shall be carried out at cost at the prices valid at the time the work is performed. Travel expenses including incidental expenses, installation/maintenance/repair fees, daily allowances, remuneration for set-up and completion times, any hardship allowances that may be incurred, and, in the case of repairs, the prices for replaced or newly installed parts and the costs for their transport shall be charged.
- 4.2 Travel expenses include, in particular, travel costs, transportation costs for luggage and tools, luggage and flight insurance, ongoing personnel costs for the employees to be deployed, and the standby costs for the items to be used. We may charge the ongoing personnel costs according to the installation/maintenance/repair cost rates, provided that these are not higher than the costs incurred.
- 4.3 The installation/maintenance/repair fees and the daily allowance are based on our currently valid cost rates. The cost rates provide for surcharges for work beyond the normal working hours of the employee deployed. In the event of particular difficulties, e.g. work that is harmful to health, particularly dirty, dangerous or subject to extreme heat, the cost rates provide for hardship surcharges. The amount of the surcharges is calculated on the basis of the principles laid down in the respective cost rates.
- 4.4 The prices for replacement parts, newly installed parts, and other material costs are ex works or ex manufacturer (INCOTERMS in the currently valid version) excluding packaging, insurance, and installation. Packaging is charged at cost price. Unless the client expressly specifies otherwise, we insure the replacement parts etc. required for installation/maintenance/repair outside our factory at the client's expense against the usual transport risks, including breakage.

5. Terms of Payment

- 5.1 Payments must be made within 14 days of invoicing, unless otherwise stated in our offer/order confirmation. Partial deliveries shall entitle us to invoice the corresponding part.
- 5.2 Payments must be made exclusively to one of our indicated bank accounts. They shall be made on the due date free of postage and charges without any deduction; fees, charges or other costs which we may incur as a result of a separately agreed acceptance of bills of exchange or checks shall be borne by the client. The date of the invoice shall be decisive for determining the due date. For payments of any kind, the date of performance shall be the date on which we can dispose of the amount.
- 5.3 The client shall be in default upon expiry of the payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages for default.
- 5.4 Withholding payments due to counterclaims and offsetting with counterclaims is only permitted if the counterclaims are undisputed or have been legally established.
- 5.5 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to payment of the purchase price is jeopardized by the client's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - after setting a deadline - to withdraw from the contract.

6. Cooperation of the client

- 6.1 The client shall support our personnel in carrying out the work at its own expense, in particular by providing the necessary or appropriate technical assistance. The technical assistance provided by the client must ensure that the installation/maintenance/repair can be started immediately after the arrival of our personnel and carried out without delay until acceptance by the client. If special plans and instructions are required from us, we shall make these available to the client in good time.
- 6.2 Before the work begins, the client must obtain any necessary official approvals in accordance with the laws and other regulations applicable at the place of delivery and performance, ensure that the necessary items are available on site, and complete all preparatory work (e.g., contamination declarations) to such an extent that the work can be carried out immediately upon arrival.

Servicewerkstatt für Vakuumpumpen und Komponenten

- 6.3 The client is responsible for taking any special measures necessary to protect persons and property at the installation/maintenance/repair site. The client shall inform our personnel of any existing special safety regulations. In the event of serious violations, the client may, in consultation with us, deny the offender access to the installation/maintenance/repair site. The client shall insure our personnel at its own expense against any hazards and risks associated with the work.
- 6.4 Working hours and performance must be certified by the client on billing forms for our personnel immediately and, if necessary, on an ongoing basis.
- 6.5 Where necessary, the client shall assist our personnel in finding suitable accommodation and meals near the workplace. The client shall immediately inform our personnel of all obligations (registrations, etc.) vis-à-vis the local authorities. Furthermore, the client shall support our personnel in their dealings with the authorities and assist them in obtaining the necessary certificates. Any public charges (taxes, social security contributions, fees, etc.) payable for our personnel at the place of delivery or performance shall be borne by the client.
- 6.6 In the event of illness, accident, or death of our personnel, the client shall inform us immediately. The client shall arrange for medical treatment, transfer to hospital, etc., pay the costs incurred—including, if necessary, for transport home—and then settle these with us. If the place of work is outside the Federal Republic of Germany, the client shall also represent us vis-à-vis the authorities and take care of the necessary formalities.

7. Installation, maintenance, and repair of third-party systems

- 7.1 If units contain third-party deliveries that require special technicians from the manufacturing companies, we are prepared, at the request of the client, to arrange for the installation of the third-party deliveries in question in accordance with the terms and conditions of the manufacturing companies.
- 7.2 The installation/maintenance/repair of systems or parts thereof that are not included in our scope of delivery, as well as maintenance, repair, and modification work on third-party deliveries, shall in all cases require a separate agreement.

Servicewerkstatt für Vakuumpumpen und Komponenten

8. Acceptance

- 8.1 The client is obliged to accept the installation/maintenance/repair as soon as we have notified them of its completion. A joint acceptance report shall be drawn up regarding the acceptance. If the service does not comply with the contract, we shall be obliged to remedy the defect. This shall not apply if the defect is due to circumstances attributable to the client. If the defect is minor, the client may not refuse acceptance if we have expressly acknowledged our obligation to remedy the defect.
- 8.2 If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place two weeks after notification of completion of installation/maintenance/repair.
- 8.3 Upon acceptance, our liability for recognizable defects shall lapse, unless the client has reserved the right to assert a specific defect.

9. Warranty

- 9.1 We provide a warranty for defects in installation/maintenance/repair by means of rectification. The client must notify us immediately of any defects found.
- 9.2 The client's right to demand rescission or reduction after the repair has failed remains unaffected.
- 9.3 After consultation with us, the client shall grant us the necessary time and permission to carry out all repairs that we deem necessary at our reasonable discretion, otherwise we shall be released from liability for defects. Only in urgent cases where operational safety is at risk and to prevent disproportionately large damage, in which case we must be notified immediately, shall the client have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary costs from us.
- 9.4 Of the direct costs incurred by the repair, we shall bear the reasonable costs of removing and installing, provided that the complaint proves to be justified and the defect was reported properly and in good time, and, if this can reasonably be demanded in the individual case, the costs of any necessary deployment of our technicians and assistants. In all other respects, the client shall bear the costs. For repairs in accordance with Section 13, the provisions listed there shall apply exclusively.
- 9.5 The warranty period for claims due to defects in installation/maintenance/repair is 12 months from acceptance.

Servicewerkstatt für Vakuumpumpen und Komponenten

9.6 Our warranty does not cover defects that are attributable to incorrect installation of the delivered item by the buyer or failure to comply with the specifications for operating the delivered item as set out in the operating instructions and/or data sheet.

9.7 Otherwise, Section 10.4 applies.

10. Further liability on our part; right of the client to withdraw from the contract

10.1 The client may withdraw from the contract if it becomes impossible for us to perform the entire service before acceptance. The client may reduce the consideration if the performance of part of the service becomes impossible; if the client has a legitimate interest in rejecting a partial service, sentence 1 shall apply. Payments already made shall be refunded in this respect.

10.2 If the impossibility occurs through the fault of the client, the client remains obligated to pay consideration. The same applies in the event of impossibility in default of acceptance, insofar as we are not responsible for the impossibility.

10.3 If performance is delayed for reasons for which we are responsible and if a reasonable grace period is given by the client with an express declaration that the client will refuse to accept performance after expiry of the period, the client shall be entitled to withdraw from the contract if we fail to observe this grace period.

10.4 Further warranty and damage claims other than those expressly mentioned in these terms and conditions, regardless of their legal basis, in particular for lost profits and consequential damages, are excluded, unless liability is mandatory due to intent, gross negligence, or under the Product Liability Act for personal injury or damage to privately used property or in the event of a breach of essential contractual obligations.

10.5 We are not liable for damage resulting from incorrect installation of the delivered item by the buyer or failure to comply with the specifications for operating the delivered item as set out in the operating instructions and/or data sheet.

11. Compensation by the client

If, through no fault of our own, the parts, devices, or tools provided by us are damaged at the installation/maintenance or repair site, or if they are lost through no fault of our own, the client shall be obliged to compensate us for these damages. Damage attributable to normal wear and tear shall not be taken into account.

Servicewerkstatt für Vakuumpumpen und Komponenten

12. Additional provisions for repairs carried out at one of our plants

The following conditions apply to repair services carried out at one of our plants. They take precedence over the above conditions insofar as they exclude, amend, or supplement them.

- 12.1 The client must deliver the item to be repaired on time, at their own expense and risk.
- 12.2 The item to be repaired must be delivered in packaging that allows for easy and safe handling and is suitable for reuse for return transport. The client shall bear any risks and costs resulting from failure to comply with these regulations.
- 12.3 We shall store the item to be repaired with the care customary in our business. The risk of accidental deterioration or accidental loss shall be borne by the client.
- 12.4 We shall ship the repair item at the expense and risk of the client. Unless the client expressly specifies otherwise, we shall insure the repaired item at the client's expense against the usual transport risks, including breakage.
- 12.5 The client is obliged to accept the repair service immediately after notification of readiness for shipment at their own expense. If the client fails to do so, acceptance shall be deemed to have been granted 14 days after shipment or notification of readiness for shipment.
- 12.6 If the return shipment is delayed due to circumstances beyond our control, the client shall be obliged to pay the repair costs from the time of notification that the goods are ready for shipment. At the same time, the risk shall pass to the client.
- 12.7 We shall be entitled to retain the repaired item until all claims of any kind arising from the business relationship, including ancillary claims, have been paid in full.

13. Miscellaneous

- 13.1 The place of performance and jurisdiction is Gelnhausen. We are also entitled to bring legal action at the client's place of business.
- 13.2 The law of the Federal Republic of Germany shall apply in addition to all contractual agreements, to the exclusion of the provisions of Private International Law on Recourse and Onward Referral and the United Nations Convention on Contracts for the International Sale of Goods.