

1. Scope of the service conditions

1.1 The following service conditions shall be applicable on all and any servicing performances rendered by us upon order of the customer, irrespective of whether it is inspection, maintenance or repair. We expressly object to any general terms and conditions of the customer. They shall be applicable only if we acknowledged them in writing. Carrying out a customer order does not imply the acknowledgement of customer's deviating terms and conditions.

1.2 The service conditions shall also be applicable on any future servicing work to be performed for the customer if we informed the customer about them and the customer agreed.

2. Estimate of cost, service order

2.1 If, on request of the customer, we prepare an estimate of cost, we shall be entitled to charge the performance rendered in order to prepare such estimate of cost if this has been agreed in the individual case. If the customer issues an order based on an estimate of cost, then we shall clear the possible cost of the estimate of cost against the claim that results from the order carried out.

2.2 A written service order is required for us to render our services. Any offers issued by us shall be binding if we did so in writing and without reservation. Any arrangement made on the telephone or otherwise orally in connection with a conclusion of a contract shall require written confirmation.

2.3 If additional work not ordered turns out to be necessary in order to restore the required condition on the occasion of the service, then we shall inform the customer, if possible, immediately about this and ask for a relevant order. If such way of proceeding is not possible due to time, but if it is reasonable considering the additional cost incurring for the customer and the presumable will of the customer, then we shall carry such orders out anyway.

3. Prices, remuneration

3.1 The prices shall be based on the written agreements. If no price agreement was made, then we shall charge our performances in accordance with the current price list for services, based on time and materials.

3.2 If the customer wants that the parts to be serviced are picked up or returned, then this shall be done on the customer's cost and risk if the transport is not made by or service staff.

3.3 Any performance carried out for reasons the customer is responsible for, such as e.g. fruitlessly spent time for tracing faults, travel time due to non-compliance with agreed appointments not called off by the customer shall also be charged in accordance with the current price list for services. This shall also be applicable in cases where it turns out that an ordered repair cannot be carried out for reasons we are not responsible for.

3.4 The adherence to prices agreed would be subject to the services on which the agreement is based not having changed with regard to the scope and that the services can be rendered without any impediments the customer is responsible for. The customer shall pay any subsequent services causing additional time and materials.

3.5 The required materials shall be charged in addition, as in fact incurred, as far as not included in the scope of services agreed. Any parts used will be charged at the prices valid on the time of performance.

4. Cooperation and technical support by the customer

4.1 The customer shall support our service staff on the performance of the service.

4.2 The customer shall take the required actions to protect individuals and objects at the place where the service is rendered. If existing, the customer shall inform the service staff on special safety regulations as far as such is important for the rendering of the service on the customer's site. If there are breaches of the safety regulations anyway, the customer shall inform us immediately.

4.3 If the rendering of the service requires technical support, the customer shall support us accordingly. The customer shall notably be obligated to supply utilities such as power, water, compressed air, electrical connexions or other utilities not directly connected with our service but required to work on the customer's plant, as well as contacts for information and other support, for free.

5. Deadlines, dates

5.1 We shall inform the customer on the exact date of the service work so early that the customer will be able to make the required arrangements. Deadlines and dates for the start, duration and completion of the service shall only be binding if agreed on. Compliance requires that the customer carries out the customer's preparatory actions and complies with the customer's obligation to cooperate. If the customer is delayed with any performance to be rendered by the customer, the deadlines and dates shall be extended by the duration of the delay. This shall also be applicable if the scope of the work changes or extends compared to the original order.

5.2 If the non-compliance with deadlines and dates is caused by unforeseeable impediments beyond our control and for which we are not responsible, then the deadlines and dates shall be extended reasonably, at least for the duration of the impediment or interruption. This notably shall be applicable in cases of force majeure, as well as strike, lockout, regulatory orders, even if such circumstances incur at our suppliers' or subcontractors'. If the disturbances continue for more than eight weeks continually, then each party to the contract shall be entitled to rescind the contract in whole or in part.

5.3 If, however, we are in delay, the customer shall grant us a reasonable additional period. As long as such additional period has not elapsed fruitlessly or has been unnecessary for other reasons of law, the customer shall not be entitled to rescind the contract.

6. Retention of title, extended lien

6.1 If accessories, spare parts and aggregates installed do not become material components of an object that is not owned by us, we shall retain the title in them until the complete payment.

6.2 We shall have a contractual lien in the objects of the customer that have been repaired by us, in favour of our claims resulting from the contract with the customer. The contractual lien can also be claimed due to claims from earlier work performed by us and any other services if they are connected with the subject of the order. The lien shall only be valid for other claims from the business relationship if they are undisputed, ready for decision or enforceable and if the customer owns the subject of the order.

7. Payment, invoice

7.1 Any payments shall fall due on the completion of the service or on acceptance of the service respectively. In the absence of other agreements, the customer shall pay within maximum 14 days from the date of the invoice, without deductions and free of cost.

7.2 Any acceptance of cheques shall only be made subject to encashment. The customer shall bear any cost in connection with the cheque presentation.

8. Payment delay, set-off

8.1 If the customer is in delay with payments, we shall be entitled to charge default interest at 8 % above the basic interest rate. We retain the right to claim further losses. We notably retain the right to claim such cost that will incur if we have our rights protected notably by lawyers, upon incurrence of the payment delay.

8.2 The customer shall only be entitled to retain payments or set them off against counter-claims if these are undisputed, ready for decision or enforceable. The customer shall not be entitled to refuse performance due to advance payments as long as we cause the service in return or security for it.

9. Rights with regard to defects

9.1 Any claims of the customer in connection with defects of our performance shall only be applicable in the cases provided for by law. In case of a justified complaint due to defects, we shall perform subsequently on our option by replacement or rectification or rework. In any case, the customer shall grant a reasonable additional period. If, in spite of a reasonable additional period, we do not perform subsequently or if such subsequent performance fails, the customer shall be entitled to demand reduction of the price or rescind the contract if the breach of duty is not only insignificant. If only parts of the performance are defective, any further rights of the customer shall only refer to the defective part of the performance unless the customer has got no interest in such part of the performance.

9.2 If the customer, in spite of knowing about a defect, accepts the repair, the customer shall only be entitled to claims for such defects in the scope described in 9.1 if the customer reserves such rights on the occasion of the acceptance.

10. Liability

The customer shall only be entitled to other claims in the scope of the statutory provisions, notably claims for damages, including impossibility, delay of delivery, tortious product liability if we did not comply with warranties accepted, did act maliciously, bodily injury incurred or other damage incurred by wilful or grossly negligent acts of one of our representatives or vicarious agents, or if based on a breach of contract. To the extent to which a significant breach of contract was not caused wilfully or grossly negligently, our obligation to pay damages will be limited to the predictable, typically incurring loss. The liability in connection with claims for damages due to deliveries lacking, pursuant to the product liability act, shall remain unaffected thereby.

11. Prescription

Any customer claim shall prescribe after 12 months if no longer periods are provided for by law pursuant to sections 438 par. 1 no. 2 and 634 a par. 1 no. 2 BGB [Civil Code] regarding buildings, objects for buildings or defects of construction work, or bodily injury, wilful breach of duty or malicious concealment of defects. The statutory prescription periods shall be applicable in connection with claims for damages based on the product liability law.

12. Place of performance, place of jurisdiction, applicable law

12.1 The place of performance for any supplies and performances is our headquarters.

12.2 The place of jurisdiction for any disputes resulting from the contractual relationship is the court that is competent for our headquarters if the customer is businessperson, public corporation or public special fund. We may also initiate legal actions against the customer in the court competent for the customer's headquarters.

12.3 The law of the Federal Republic of Germany shall be applicable.