General installation, maintenance and repair conditions of the companies

(Hereinafter referred to as "Supplier")

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For use against:

1. A person in a commercial or independent professional activity (entrepreneur) that agrees and accepts such engagement with "Supplier" during the term of and on the terms and conditions of this agreement.

2. Legal persons under public law or a public special asset. (herein referred to as "Customer.")

1. General

1.1 The following conditions apply to all installations, maintenance and repairs, which are then carried out by the Supplier. Commissioning and operator training of the test equipment is not part of the standard order. If commissioning is included by the Supplier they are subject to these terms and conditions. General purchase conditions do not become valid through order acceptance

Terms of authority by order acceptance shall not be valid. Where in these conditions no provision has been made, not subject to the General Conditions of the client, but the statutory provisions.

1.2 The Supplier undertakes, only with the consent of the Customer, to designate as confidential information, documents to third parties.

2. Quotation / order confirmation

Unless a term is expressly stated, cost estimates and quotations are unbinding and the contract is only concluded when the supplier confirms the order.

Orders without prior offer pursuant to Section 2.1 are only binding if the supplier confirms the order. The same applies if the customer modifies the offer by the supplier.

3. Personnel requisition, installation / maintenance / repair Periods of risk

3.1 Depending on the nature and extent of the work required suitable staff will be employed at the discretion of the supplier.

3.2 The duration of the installation / maintenance / repair is estimated by Supplier based on past experience. . In the event of a postponement of delivery time due to force majeure, the delivery time will be adjusted accordingly

A Delay in the installation / maintenance / repair due to force majeure shall allow for a reasonable extended cure period , even if the supplier is at default in the case of force majeure. Included in force majeure are: strikes, lockouts, sabotage, operational disruption and production yield due to no fault of the supplier, or any defaults including delays in obtaining regulatory approvals, documents or any other unforeseen events.

Supplier will not be held liable for the damage caused by delay, unavoidable costs, including waiting time, and additional trips by the supplier to the customer's location. The supplier is entitled to dismiss its staff in the event the staff must wait for unavoidable circumstances to resume as normal.

3.3 f the installation, maintenance or repair work has been lost or obscured prior to acceptance through no fault of the supplier, the supplier is entitled to demand the agreed price less the expenses saved. The Supplier is not responsible for the impossibility of assembly / maintenance / repair. The customer may request a rework of the repair, taking into consideration the supplier's delivery schedules and other contractual obligations. . Compensation is payable based on the current valid price to the supplier.

3.4 Upon request all supplier furnished documents have to be returned immediately. A request is not required if a contract is not awarded.

4. Prices, packaging, insurance

4.1 The prices for replacement parts, newly installed parts and other material costs are quoted ex works or manufacturing plant (Incoterms 2010), excluding packaging, installation and commissioning. Packing is charged at cost. If the customer does not expressly provide otherwise, the supplier will insure a that proper replacement parts are required for assembly / maintenance / repair outside the factory etc. and will be at the expense of the customer against the usual risks of transport including breakage.

4.2 All services, installation, maintenance or repair is performed at actual expenditure for the then valid price in effect at the time of execution.. Travel costs are calculated with all other costs, including assembly maintenance-/reparation compensation, release, payment for set-up and processing times, along with any applicable allowances and hardship for repairs, prices for replaced or newly installed parts and the cost of their transportation.

4.3 The travel costs include, travel expenses, transportation, transportation of luggage, tools, special equipment, baggage flight insurance, personnel costs, repatriation costs for items to be used. The supplier can invoice the personnel, assembly maintenance-/ repair cost per standard rates, so long as they are not higher than the actual costs incurred.

4.4 Installation Maintenance / Repair remuneration and release charges are based on the applicable supplier cost rates. For work performed outside the normal work hours of the supplier surcharges will apply.

5. Terms of payment

5.1 Payments are due upon receipt of invoice, unless something to results different from order confirmation from supplier.

5.2 Payments shall be made only under these circumstances to the Supplier: They are to be made free of postage and charges on the due date without any deduction. Fees, expenses or other costs incurred by the Supplier may by a specific agreement between bills of exchange or checks, shall be borne by the customer, the due date will be determined by the date of the invoice or the date of notification of readiness for dispatch. All payments of any kind are considered received on the day at which the supplier can dispose of the amount.

5.3 The withholding of payments due to counter claims as well as the offsetting with counter-claims is only permitted if the counter-claims are undisputed or have been legally established.

6. Participation of the client

6.1 The Customer will assist the staff of the Supplier in the performance of work at his own cost; in particular also provide the necessary and appropriate technical assistance. The technical assistance of the contracting authority must ensure that the installation / maintenance / repair can be carried out immediately after the arrival of the staff of the supplier and without delay to acceptance by the client. If special plans and instructions by the supplier are required, the Customer is obliged to provide them in a timely manner.

6.2 Before starting the work, especially under the laws and regulations applicable to the delivery of performance, regulatory approvals must be obtained, completed and in place by the Customer.to enable immediate action by the Supplier so work can be performed on time.

6.3 The Customer is responsible for the necessary protection of persons and property at the installation / maintenance / repair place and must take special measures. He will inform the staff of the Supplier over existing special safety issues. In serious cases the Customer, in consultation with the supplier, may deny access for installation / maintenance / repair.

The Customer shall guarantee the Supplier that the Supplier's staff tt will adequately be protected against existing hazards and risks in the work at the Customers own expense.

6.4 On site work hours and Services are to be certified for the personnel by means of work sheet forms that are to be signed by the customer. These work sheet forms need to be certified immediately at completion and may be based on work progress.

6.5 If required, the Customer will assist the Supplier's staff in obtaining appropriate accommodation and food in the vicinity of the workplace. The authority shall notify the staff immediately of any obligations by the Supplier (messages, etc.) from the local authorities. The Customer shall support the Supplier's staff in

dealing with the authorities and assist the staff in obtaining the necessary permits.

6.6 In case of illness, accident or death of the Supplier's staff, , the Customer will inform the Supplier immediately. The Customer will provide medical treatment, transfers to the hospital, etc. and will add the costs - if necessary, to the repatriation - to be offset with the supplier. If the job is outside the Federal Republic of Germany, the principal bears the representation to the authorities and the completion of the necessary formalities.

6.7 Until the final completion of the work, the client is obliged to provide the supplier, the necessary resources and qualified operating personnel for the equipment to be maintained or repaired.

6.8 The Customer grants to the Supplier for the transport and returns provided by the supplier of assembly, repair and testing tool, and use of appropriate support and replacement parts.

6.9 Should the customer fail to fulfil its obligations, the Supplier shall be subject to any other rights, be entitled, but not obliged, to the principals duties after notice of his office and at his own expense to make.

7. Assembly, maintenance, and repairs to external systems

7.1 Included equipment purchased, for the special mechanics of the manufacturing companies are required, the Supplier is prepared at the request of the client to provide the installation of the relevant foreign trade to the terms of the manufacturing companies.

7.2 Installation / Maintenance / Repair of non-delivery thereof to the plants owned by the supplier or parts and maintenance, repair and correction works of foreign deliveries require a separate agreement.

8. Decrease

8.1 The customer is entitled to accept the installation / maintenance / repair, upon its completion, and indicated by the supplier. A joint acceptance report is created. Should repudiation occur, the Supplier is obliged to remedy the disagreement or defect per the contract. This does not apply if the defect is due to a circumstance attributable to the principal. If there is not a substantial defect, the Customer may not refuse acceptance if the supplier has expressly acknowledged their duty to correct the defect.

8.2 If the acceptance is delayed through no fault of the supplier, the acceptance is effective at the end of two weeks after notification of completion of installation / maintenance / repair.

8.3 With the decrease in the liability of the Supplier for visible defects does not apply if the client has not reserved the assertion of a specific defect.

9. Warranty

9.1 For defective installation / maintenance / repair by the Supplier, Supplier shall remedy warranty. The Customer shall notify the Supplier immediately of the identified deficiency.

9.2 The Customer's right to demand a correction or reduction after the improvement or repair remains intact. .

9.3 Only in urgent cases of danger to operational safety and to prevent excessive damage, the supplier shall be notified immediately. The Customer has the right to remedy the defect itself or through third parties, and to demand from the supplier for the necessary costs. If the acceptance is delayed through no fault of the supplier, the acceptance is effective at the end of two weeks after notification of completion of installation / maintenance / repair.

9.4 Of the costs incurred by the repair costs directly borne by the supplier - so far as the complaint proves to be justified and was of the proper and timely notification of the defect, he reasonable costs of removal and installation, can be demanded on an individual case basis, and the cost of any necessary provision of their technicians and assistants. Incidentally, for example Ride - and travel costs shall be borne by the Customer. For repair in accordance with Section 13, this will only apply to the rules described thereof.

9.5 The warranty period for claims based on defects in the installation / maintenance / repair shall be 3 months from delivery acceptance.

9.6 Reference, art. 10.4

10. Other liability of the supplier:

Right to Cancellation

10.1 The Customer may withdraw from the contract if the supplier deems the whole performance impossible before acceptance. The Supplier may reduce the consideration if the execution of a portion of the activity is impossible, if he has a legitimate interest in refusing a partial performance, Clause 1 applies.

Payments already made will be refunded to the extent.

10.2 Should the customer default, the customer remains responsible to settle his obligations: The same applies for default of acceptance; in cases were the supplier is not responsible.

10.3 If a delay occurs for reasons for which the supplier is responsible and for which there is a reasonable grace period, which is connected with the express declaration. Should the customer refuse to accept performance after the respective deadline the customer is entitled to withdraw

10.4 Any other or further than as specifically set forth in these terms of warranty and claims for damages, for whatever legal reason, including for loss of profit and consequential damages are excluded unless wilful misconduct, gross negligence, breach of contract or under the Product Liability Act for personal injury or damage to private property.

11. Replacement of the Customer

Through no fault of the supplier, the parts, equipment or tools provided by the Customer for the assembly -or /maintenance- should they be damaged in any way, or if there is damage to the repair station, the Customer is obliged to compensate the damage. Supplier shall not be at fault for this loss. Damage due to normal wear and tear is not considered.

12. Other matters

12.1 The place of performance and jurisdiction is Idstein, Germany.
The supplier is also entitled to litigation at the court

12.2 All contractual agreements shall additionally apply the law of the Federal Republic of Germany. The application of the UN Sales Convention (CISG) is excluded from further contracts with foreign relations and the International German conflict of laws.

13. Additional provisions for repairs in a work by the supplier

The following conditions apply to repair work to be performed in a work by the supplier. They take precedence over the above conditions, unless they exclude, modify or supplement this.

13.1 The Customer has to provide the repair item at his own cost and schedule risk.

13.2 The repair item is to be delivered in a package that allows easy and safe treatment and is suitable for reuse on return transport. Risk and expense arising from the non-observance of these regulations, shall be borne by the customer.

13.3 The Supplier shall keep the repair item with its own practices. The risk of accidental deterioration or accidental loss shall be borne by the customer.

13.4 The supplier sends the object to be repaired at the expense and risk of the customer. Unless the client expressly determines otherwise, the supplier shall insure the item repaired at the expense of the client against the usual risks of transport including breakage.

13.5 The Customer is obliged to purchase the repair service immediately upon notification of readiness for shipment at his own cost. Should the Customer fail to do so; the acceptance is valid for 14 days after the delivery or notification of readiness for dispatch, as granted.

13.6 The return shipment is delayed due to circumstances for which the Supplier is not responsible; the customer is obliged notification of readiness to pay the repair costs. At the same time the risk passes to the customer.

13.7 Until full payment of all resulting from the business relationship claims of every kind, including additional claims, the supplier has the right to withhold the repair item.

Note:

According to the Federal Data Protection Act should be noted that the supplier of the customer data stored and the data are processed.

14. Use of Software

If software is included, the Customer is granted a non-exclusive right to use the software, including its documentation. It is provided for use on the intended delivery date. Use of the software on more than one system is prohibited. The Customer may use the Software only as permitted by law (§ § 69 a et seq.) reproduce, revise, translate or convert the object code into the source code. The Customer agrees to the manufacturer - in particular copyright notices - not to remove or change them without prior consent of the supplier. All other rights in the Software and its documentation including copies remain with the supplier. The granting of licenses is not permitted.

15. Applicable law and jurisdiction

15.1 All legal relationships between the Supplier and the Customer shall apply exclusively, for the legal relations between domestic parties law of the Federal Republic of Germany.

15.2. Jurisdiction is Idstein. However, the supplier is entitled to bring an action at the customer's headquarters.

Effective date, Idstein September 1st 2013