

## General service conditions

These service conditions apply to all service works performed by our service technicians outside of our factory. All deviating agreements require our prior written confirmation.

Posting abroad of our service technicians is only on written request. We are not liable for the consequences of possible misunderstandings caused by verbal or telephone requests. We reserve the right to decide on the personal and temporal assignment of our service technicians at our option. Information regarding the time of the beginning and end of the work are not binding.

Our service technicians may not be used for works on parts of foreign origin, unless we have given our explicit permission to do so.

### 1. Wage costs

1.1. The hourly rates apply to working, driving, preparation and waiting hours (Monday to Friday)

Inspection abroad	€	75.00/h
Service technician abroad	€	92.00/h
Remote software engineer	€	119.00/h
Service engineer abroad	€	130.00/h

1.2. Extra payments	
on weekend (Saturday, Sunday)	50 %
legal and religious holidays	100 %

### 2. Travel and transport costs

2.1. Arrival and departure take place in a factory-provided car. € 0.89 per km are calculated. If our employees travel by train, we will charge the ticket for the round trip.

2.2. In case of a service deployment abroad we charge flight costs and excess baggage as per receipt as well as additional travel costs to and from the airport by car, train, taxi, etc. and consider whether travelling by aircraft or company car is more profitable for the customer.

2.3. We reserve the right to decide on the kind of transport for the round trip to the operation site. The travel costs will be at the expense of the customer.

### 3. Standard terms of service

3.1. Our hourly wage rates and (per diem) allowance rates are based on the current wage level of the metal trade. If standard wages increase, we are entitled to adjust our rates.

3.2. The following demands have to be fulfilled in time by the customer at his own expense

- 3.2.1. Before the service work starts, all construction and preparation work must be completed by the customer to such an extent that the service works can be started immediately after the arrival of the service technicians. The construction site must be prepared in an accident-proof way by the customer, including the cleaning of the relevant units. The customer has to provide free theft-proof lockers to store clothes and utensils as well as washing facilities, heating, lighting and sanitary facilities. The customer provides all necessary lifting tools free of charge. He is also responsible for the execution of all electrical work and fire preventions.
  - 3.2.2. Assistants, if necessary also locksmiths and electricians in the required number by us. These assistants are available to our employees during the whole service works and have to follow their instructions. However, we do not assume any responsibility for them.
  - 3.2.3. All required tools for the service work such as cranes, lifting tools, scaffolding, etc., resources, such as electricity, compressed air, lighting etc. are to be provided by the customer.
  - 3.2.4. All required parts must be on the operation site before the start of the service work, required components must be completed according to our drawings.
- 3.3. If the service work or commissioning is delayed without our actual fault, the customer has to bear the costs for additional expenses such as waiting time, additional transport costs, etc.

#### **4. Invoicing**

- 4.1. Our service team is bound to show all filled in time sheets to the customer or his representative before leaving the operation site. After approval by the customer or his representative the time sheet is binding for both sides and decisive for the calculation. A copy of the time sheet remains at the customer to check the invoice
- 4.2. The service costs are to be paid according to the agreed service conditions.
- 4.3. The service assignment is considered to be completed upon commissioning or test operation as well as acceptance by the customer or his representative.

## **5. Liability**

5.1. We are responsible for the proper assembly of our parts in the way we modify the assembly of properly installed items of our choice or make it new. We are not liable for works of our service technicians or other assistants which are not related to our service works or for damages caused by interventions of the customer. Compensation claims are excluded independently of the kind of breach of duties, including unauthorized acts, unless the damage was caused deliberately or as a result of gross negligence. Claims for lost profits, saved expenses, from claims for damages by third parties as well as other indirect and consequential damages could not be asserted. Foreign parts can only be mounted by our service technicians with our explicit permission. We assume no responsibility for this.

## **6. Place of jurisdiction and applicable law**

For all disputes arising from the service contract the action is to be brought to court in Ravensburg. We are entitled to take legal action at the headquarters of the customer. In addition, the general conditions for delivery of machines apply (according to VDMA).

Status 2020/07/16

With the announcement of the new service conditions all previous service conditions will be invalid.