

## **General Service Terms and Conditions for Assembly, Repair and Maintenance Services Hans Schröder Maschinenbau GmbH**

### **1 SCOPE OF APPLICATION**

**1.1** These General Service Conditions shall apply to all assembly, installation, commissioning, repair, maintenance, inspection and other service activities provided by the following companies (hereinafter each referred to as the "Supplier"):

- Hans Schröder Maschinenbau GmbH
- Schröder-Fasti Technologie GmbH
- SMU GmbH

towards entrepreneurs, legal entities under public law and special funds under public law having their registered office outside the Federal Republic of Germany (hereinafter referred to as the "Customer"). The company named in the quotation, contract or order confirmation shall be the contractual partner of the Customer.

**1.2** Any deviating or conflicting terms and conditions of the Customer shall not apply unless expressly agreed in writing by the Supplier.

**1.3** All agreements must be confirmed in writing by the Supplier.

**1.4** To the extent that software is installed, configured or used in the course of assembly, installation, commissioning, repair, maintenance, inspection or other service activities, such software shall be subject exclusively to the applicable Software License Agreement (EULA) of the Supplier. The Customer acknowledges and agrees that the use of such software is governed by the respective EULA. The Supplier shall not be obliged to provide any software maintenance, updates or support unless expressly agreed in writing. In the event of any conflict between these Service Terms and the applicable Software License Agreement (EULA), the provisions of the EULA shall prevail with respect to the software.

### **2 SCOPE OF SERVICES**

**2.1** The subject of the contract shall be the provision of services, in particular assembly, installation, commissioning, repair, maintenance and inspection of machines, systems or components.

**2.2** The scope of services shall be determined exclusively by the Supplier's written order confirmation.

**2.3** The Supplier shall be entitled to use qualified personnel or subcontractors to perform the services.

**2.4** No specific technical or economic success shall be owed unless expressly agreed in writing.

### **3 CUSTOMER'S OBLIGATIONS**

**3.1** The Customer shall ensure at its own expense and in due time:

- safe and unrestricted access to the equipment
- suitable working conditions
- provision of necessary utilities (electricity, water, compressed air, etc.)
- provision of necessary lifting equipment and tools
- provision of necessary support personnel if required
- compliance with all local safety regulations

**3.2** Delays caused by insufficient cooperation of the Customer shall not be the responsibility of the Supplier.

**3.3** Any resulting additional costs shall be borne by the Customer.

## **4 PRICES AND PAYMENT**

**4.1** Services shall be charged on a time and material basis, including:

- working time
- travel time
- spare parts and materials
- travel expenses and transport costs
- accommodation and daily allowances
- other necessary expenses

**4.2** All prices are net prices and exclude applicable taxes.

**4.3** Invoices shall be payable within 14 days without deduction.

**4.4** In the event of late payment, the Supplier shall be entitled to:

- suspend services, or
- retain repaired equipment until full payment has been received.

## **5 TRAVEL TIME AND EXPENSES**

**5.1** Travel time shall be considered working time and charged accordingly.

**5.2** The Customer shall bear all necessary costs, including:

- travel costs

- visas and work permits
- transport
- accommodation
- daily allowances

## **6 REPAIRS AND SPARE PARTS**

- 6.1** Spare parts shall be charged separately.
- 6.2** Installed spare parts shall remain the property of the Supplier until full payment has been received.
- 6.3** If repair is technically or economically unreasonable, the Supplier shall be entitled to discontinue the work.

## **7 RISK AND RESPONSIBILITY**

- 7.1** If services are performed at the Customer's site, the Customer shall be responsible for the safety of the equipment and compliance with local safety regulations.
- 7.2** If repair is performed at the Supplier's premises, the Customer shall bear transport costs and transport risk.

## **8 PERFORMANCE TIME**

- 8.1** Performance times are estimates only unless expressly agreed otherwise in writing.
- 8.2** Delays due to unforeseen circumstances or insufficient cooperation by the Customer shall not result in liability.

## **9 ACCEPTANCE**

- 9.1** Services shall be deemed accepted upon completion.
- 9.2** If the Customer does not notify defects in writing within 7 calendar days, the services shall be deemed accepted.
- 9.3** Minor defects shall not entitle the Customer to refuse acceptance.

## **10 WARRANTY**

- 10.1** The warranty period shall be 6 months from acceptance.
- 10.2** Warranty shall be limited to the correction of defective services.
- 10.3** Further claims shall be excluded.

## **11 LIABILITY**

- 11.1** The Supplier shall only be liable in cases of:

- intent
- gross negligence
- injury to life, body or health
- mandatory statutory liability

**11.2** Liability shall be limited to a maximum of EUR 500,000 per incident.

**11.3** The Supplier shall not be liable for:

- loss of production
- loss of profit
- indirect damages
- consequential damages

## **12 FORCE MAJEURE**

**12.1** The Supplier shall not be liable for delays or failure caused by force majeure, including but not limited to:

- war
- strikes
- pandemics
- natural disasters
- government actions
- travel restrictions

**12.2** Performance time shall be extended accordingly.

## **13 INSURANCE**

**13.1** The Supplier shall maintain appropriate liability insurance.

**13.2** The Customer shall be responsible for insuring its equipment and facilities.

## **14 APPLICABLE LAW AND JURISDICTION**

**14.1** These conditions shall be governed exclusively by the laws of the Federal Republic of Germany.

**14.2** The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

**14.3** Place of jurisdiction shall be the Supplier's registered office.

**15 SEVERABILITY CLAUSE**

If any provision of these conditions is invalid, the validity of the remaining provisions shall remain unaffected.