

Service conditions

If you require our customer service, please let us know in advance, indicating the type of machine, the serial number and if possible, a detailed description of the damage. Whenever possible, it is our aim to assist all customers promptly and also to send out a specialist in an emergency.

The following service conditions apply to works that are not performed within our business premises (service).

The service, commissioning, conversion and repair of systems and equipment supplied by us by our service personnel are based exclusively on our conditions; they are deemed to be accepted by placing an order and accepting the service. Differing conditions of the customer, which we do not expressly acknowledge in writing, are not binding for us, even if we do not contradict them. Verbal agreements require our written confirmation in order to be binding, as well as agreements with representatives or employees.

In addition, our General Conditions apply.

1. Service Rates, excl. allowances

For normal working hours (35 hours per week, Monday to Friday of 7 hours each), the current hourly rates are charged for outdoor installations.

The number and qualification of the employee to be sent is up to us. The installation will be billed according to actual effort, unless a flat rate has been expressly agreed.

2. Overtime

The following overtime surcharges will be charged:

- For each hour of overtime, up to 2 hours beyond the normal daily working hours 25 %
- For each additional hour of overtime 50 %
- For Saturday work 50 %
- For work on Sundays and bank holidays 50 %

3. Travelling expenses

The costs for the outward and return journey to the installation site as well as for expenses and accommodation of the service personnel will be invoiced according to the expenses.

We reserve the right to use the most suitable form of transport.

Travelling and waiting times are charged per hour according to item 1.

4. Journeys by car

In cases where tools and spare parts need to be transported it may be expedient for our service personnel to travel by car/van.

We charge a flat rate per kilometre travelled.

5. Allowance

For service assignments of less than 7 hours, a flat rate of 50% of the daily allowance is charged. We charge:

- Per day acc. to the respective allowance applicable for that country.
- Per night acc. to expenditure and receipt.

6. Journey home

For service jobs that take longer than 4 weeks, our personnel have the right to make a journey home every 4 weeks on request.

The costs for this shall be borne by the Client.

7. Value Added Tax

In addition to the net invoice amount resulting from the above costs, the legally valid VAT will be invoiced (VAT does not apply for service jobs abroad).

8. Terms of payment

The costs are charged to the client after each service job and must be paid immediately upon receipt of the invoice. Payments made by the client to the service personnel do not have a debt-discharging effect.

9. Obligations of the client to cooperate

At the request of our employee the customer shall, at his own expense and risk, make available the subsidiary workers, tools, equipment, heating, lighting and power supply usually necessary for such works, as well as storage space for machine parts and tools brought by our employee as well as adequate work and common rooms, including for the service personnel adequate sanitary facilities. In case of a pre-delivery of our service items, we only send our service personnel, when our delivery has arrived at the site and this has been communicated to us by the client. The client must continue to ensure that our service personnel can start their work immediately after arrival and can carry it out without delay until acceptance by the client. If devices and / or tools made by us without our fault are damaged during the period of the service work or if they are lost without our fault, the customer is obliged to compensate for the damage. If the provision of the service is impossible without our fault, the client must notify us immediately. Our claim to compensate for the service provided so far remains in place.

Service conditions

10. Acceptance

The customer shall, after termination of the work, confirm the correctness of the hours worked and the proper receipt of the machine or equipment, by signing the work sheet submitted by our service personnel or by notifying us in writing immediately if the service proves to be not in accordance with the contract, thus an elimination of the defect can be done. If there is a non-essential defect, the client can not refuse the acceptance. If the acceptance is delayed without our fault, we are entitled to set a reasonable deadline for the acceptance of the order, after the unsuccessful expiration of which the acceptance is deemed to have taken place. Our liability for obvious defects and those that were known to the customer ends at the point of acceptance.

11. Right of representation

Our customer service technicians are not authorised to make legally binding declarations on our behalf.

12. Service times and delays

Information which we give concerning the probable time of commencement and duration of the work is only an approximate guide and is not binding to us.

Work will be carried out as quickly as possible. However, where times indicated are exceeded this does not entitle the customer to make deductions or claim damages. In cases of force majeure, but especially in case of strikes, lockouts and breakdowns, the obligation for us to send in service personnel shall not be applicable and if these circumstances occur after the beginning of the service, a reasonable extension of the service period shall apply. Waiting times without our fault are calculated as working hours. The service period is adhered to if the service is ready for acceptance until its expiration.

13. Liability

Our liability for service work is restricted, to the exclusion of all other claims, to have the choice to either modify or renew services or deliveries which have not been properly carried out. For damages that have not arisen on the service object itself, we are liable only for intent, gross negligence, culpable injury to life, personal injury and health as well as according to the product liability law.

We assume no liability for defects, which are due to the intervention of the client. The liability for defects also does not apply to natural wear, to damage occurring after the transfer of risk as a result of faulty or negligent handling, excessive use, unsuitable installation conditions and such electrical influences that are not provided for by the contract. It shall also cease to apply if another

contractor continues to work if modifications or repairs to the system or the installation of additional equipment of any kind are carried out without our consent or if the system is put into operation by unauthorized persons before acceptance. All claims of the client expire in 12 months.

14. Wage increase

In the event of a rise in wages/tariffs and cost increases, we are also entitled without prior notice to charge higher rates, even if the order has already been placed or these changes occurs during service. The service conditions will not formally be cancelled.

15. Contractual relationship

This contract is subject to the law of Germany, excluding the law on the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of jurisdiction is Kiel.

In the event that any provision of these service conditions are or become invalid, this shall not affect the ineffectiveness of the other provisions.