

General Terms and Conditions for Spare Parts Deliveries and Maintenance and Repair Services of Robert Bürkle GmbH (valid as of February 2025)

1. Scope of application

- 1.1** These General Terms and Conditions shall apply to all contracts for the delivery of spare and wear parts and the provision of maintenance and repair services outside the delivery of an industrial plant to Customers exclusively on the basis of these General Terms and Conditions for Spare Parts Deliveries and Maintenance and Repair Services (hereinafter "**Terms and Conditions**").
- 1.2** The delivery of an industrial plant to the Customer and the provision of the associated services, including services based on liability for material defects, shall be carried out exclusively on the basis of the applicable General Terms and Conditions of Delivery for Domestic Business or for Export Business, which can be downloaded from <https://www.burkle.tech/de-de/unterneh-men/geschaeftsbedingungen> or requested from us free of charge.
- 1.3** The present Terms and Conditions shall only apply to natural persons or legal entities or partnerships with legal capacity that are acting in the exercise of their commercial or independent professional activity when concluding the contract ("**Entrepreneur**") and to legal entities under public law or a special fund under public law. They do not apply to natural persons who conclude the contract for a purpose that cannot be attributed to their commercial or independent professional activity ("**consumers**").
- 1.4** These Terms and Conditions shall also apply to all future contractual relationships for the delivery of spare and wear parts outside the delivery of an industrial plant as well as the provision of maintenance and repair services with the Customer, without the need for a new agreement.
- 1.5** Should the Customer's general Terms and Conditions deviate from these Terms and Conditions; the Customer's Terms and Conditions shall only apply if they are expressly confirmed by us in text form (e.g. in writing or by e-mail). Any counter-confirmations by the Customer with reference to his Terms and Conditions are hereby expressly rejected or objected to.
- 1.6** If deviating provisions are agreed between us and the Customer regarding individual provisions of these Terms and Conditions, this shall not affect the validity of the remaining provisions of these Terms and Conditions.

2. Structure of the Terms and Conditions

The present Terms and Conditions are divided into four sections:

- **Section A** contains common provisions;
- **Section B** contains special conditions for the delivery of spare and wear parts;
- **Section C** contains special conditions for the provision of periodic maintenance services;
- **Section D** contains special conditions for the provision of repair services.

Section A

Common provisions

3. Scope of application of Section A

The provisions of this Section A shall apply to all deliveries and services provided by Bürkle outside the delivery of an industrial system.

4. Contract conclusion

- 4.1** Our offers are non-binding, unless expressly stated otherwise in the offer.
- 4.2** Insofar as we submit binding offers, acceptance by the Customer must take place within the acceptance period stated in the offer. If no deadline is specified in a binding offer, an acceptance period of four weeks from the date of the offer shall apply.
- 4.3** A contract is only concluded with our order confirmation in text form. Our order confirmation alone is decisive for the content of the contract, in particular for the scope of services.
- 4.4** Mistakes, typing, printing or calculation errors in our non-binding offer as well as in our catalogues and brochures are reserved.
- 4.5** Unless otherwise agreed, the documents belonging to the non-binding offer, such as illustrations, drawings, invoices, weights and dimensions, are only approximate; the final technical data and dimensions can only be specified in the installation and foundation plan after the mechanical and electrical design has been finalised. Such details in the offer, in particular also those relating to the performance and usability of the products supplied as well as DIN standards, shall only be deemed to be contractually agreed if we expressly declare this in text form.

5. Terms of payment

- 5.1** Payments are due 14 days net after the invoice date. The same shall apply in the event that the purchase price is to be paid in exchange for delivery.
- 5.2** After the due date, interest at a rate of 9 percentage points above the base rate of the European Central Bank shall be payable until default occurs.
- 5.3** The offsetting or retention of payments is only permitted on the basis of counterclaims arising from the same legal relationship or on the basis of recognised or legally established claims of the Customer.
- 5.4** We are authorised to assign our claims against the Customer.

6. Performance deadlines and non-availability of the service

- 6.1** Performance deadlines shall be agreed individually upon conclusion of the contract; in case of doubt, the deadline stated in our order confirmation or in the binding offer shall be decisive.
- 6.2** Subject to clause 6.3. below, a bindingly agreed performance period shall commence on the day on which our order confirmation is dispatched.
- 6.3** If the Customer is obliged to make an advance payment, the performance period shall commence at the earliest at the time at which we receive the advance payment.
- 6.4** An agreed performance date shall be postponed accordingly if the Customer does not fulfil the obligations to be fulfilled by him at the agreed time. Our rights due to default on the part of the Customer remain unaffected.
- 6.5** If we are unable to meet binding performance deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Customer of this immediately and at the same time inform the Customer of the expected new performance deadline. If the service is also not available within the new performance period, the parties are obliged to adjust the contract appropriately, taking into account their mutual interests. A case of non-availability of the service in this sense is in particular Force Majeure (Clause 9) as well as late delivery by the supplier, if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault or if we are not obliged to procure in the individual case.

7. Liability

- 7.1** We shall be liable for damages in cases of wilful intent or gross negligence on our part, on the part of our legal representatives or vicarious agents, in the event of the assumption of a guarantee or procurement risk, in accordance with the provisions of the Product Liability Act and in the event of injury to life, limb or health for which we or our legal representatives or vicarious agents are responsible.

- 7.2** If we or our legal representatives or vicarious agents violate an essential contractual obligation through simple negligence, i.e. an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely, our obligation to pay compensation shall be limited to the foreseeable damage typical for the contract. The limitation of liability for delays in delivery in accordance with Clause 6.5 remains unaffected by this.
- 7.3** In all other cases of liability, claims for damages due to the breach of an obligation arising from the contractual relationship and due to unauthorised action are excluded, so that we are not liable in this respect for consequential damages, additional expenses, loss of profit or other financial losses of the Customer.
- 7.4** Insofar as our liability is excluded or limited on the basis of the above provisions, this shall also apply to the personal liability of our employees, workers, staff, representatives and other vicarious agents.
- 7.5** The terms "damage" or "claims for damages" in these Terms and Conditions also include claims for reimbursement of futile expenses.

8. Limitation period

- 8.1** In the case of mandatory strict liability, in particular under the Product Liability Act and in the event of the assumption of a guarantee, as well as in the case of the construction of buildings and the delivery of items for buildings, the statutory limitation period shall apply.
- 8.2** In the case of damages resulting from injury to life, body or health, which are based on a negligent breach of duty by us or an intentional or negligent breach of duty by our legal representative or vicarious agent, in the case of other damages, which are based on a grossly negligent breach of duty on our part or on a wilful or grossly negligent breach of duty by our legal representative or vicarious agent, as well as in the case of damages which are based on a wilful or negligent breach of essential contractual obligations from the respective contract by us or our legal representative or vicarious agent, the statutory limitation period shall also apply.
- 8.3** In all other cases, the period of limitation shall be one year.

9. Force majeure

- 9.1** "**Force Majeure**" means the occurrence of an event or circumstance which prevents a party from performing a contractual obligation if and to the extent that the party affected by the impediment (hereinafter "**Affected Party**") proves (a) that such impediment is beyond its reasonable control and (b) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party. For the purposes of lit. (a), an obstacle shall include, but is not limited to, wars, civil wars, riots, acts of terrorism, piracy, currency and trade restrictions, embargoes, sanctions, supply

shortages, official measures and orders, expropriation, epidemic, pandemic, natural disasters, fire, unless the non-affected party proves otherwise.

- 9.2** If a party fails to perform its contractual obligation due to the failure of a third party whom it has engaged to perform the whole or part of the contract (including subcontractors), the party may invoke Force Majeure only to the extent that the conditions set out in Clause 9.1 are fulfilled both for the party and the third party
- 9.3** To the extent that Clauses 9.1 or 9.2 have been fulfilled, the Affected Party shall be released from the contractual obligation and from any liability for its breach from the time when the impediment causes the inability to perform and to the extent that the impediment prevents performance, provided that it notifies the other party without undue delay. If such notification is not given without undue delay, the relief shall only become effective from the time when the notification is received by the other party. The other party may, if applicable, suspend performance of its obligations from the date of notification
- 9.4** If the effect of the impediment or event claimed is temporary, Clause 9.3 shall apply only as long as the impediment claimed prevents the Affected Party from performing its obligations under the Contract. The Affected Party shall notify the other party as soon as the obstacle concerned no longer exists
- 9.5** The Affected Party shall be obliged to remedy the Force Majeure as far as possible and to limit its effects as far as possible.
- 9.6** If the Force Majeure lasts for more than three months, the parties are obliged to adjust the contract appropriately, taking into account their mutual interests.

10. Hardship

- 10.1** A party is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 10.2** Notwithstanding Clause 10.1, where a party to a contract proves that (a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract and that (b) it could not reasonably (in zumutbarer Weise) and with commercially reasonable (angemessen) means have avoided or overcome the event or its consequences ("**Hardship**"), the Parties are bound, within a reasonable time of the invocation of Hardship, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event
- 10.3** Where Clause 10.2 applies, but where the parties have been unable to agree alternative contractual terms as provided for in this Clause, either party is entitled to request a neutral arbitrator, chosen by the International Chamber of Commerce, Berlin, Germany, to adapt the Agreement with a view to restoring its equilibrium or to terminate

the Agreement, as appropriate; the Rules of Arbitration of the ICC shall apply, the language of the arbitration is English, place of arbitration shall be Stuttgart, Germany.

11. Data protection

The Customer agrees that we may store, use or process personal data in accordance with the German Federal Data Protection Act and the European General Data Protection Regulation, insofar as this is necessary for the execution of this contract.

12. Deterioration of Financial Standing

12.1 If a deterioration in the financial situation of the Customer occurs after conclusion of the contract, we shall be entitled to make outstanding deliveries and services only against security. If the Customer is not able to provide the required security within a reasonable period of time, we are entitled to withdraw from the contract

12.2 The same shall apply if facts become known to us after conclusion of the contract which give rise to justified doubts about the solvency or creditworthiness of the Customer, unless the Customer can prove that these facts were already known to us when the contract was concluded or should have been known to us when exercising the necessary care

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

13.1 The place of payment and fulfilment for all obligations is Freudenstadt im Schwarzwald, Germany.

13.2 If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all rights and obligations of the contracting parties arising from transactions of any kind shall be Freudenstadt im Schwarzwald, Germany. The same shall apply if the Customer does not have a general place of jurisdiction in Germany, relocates his residence or usual place of abode outside Germany after conclusion of the contract or his domicile or usual place of residence is not known at the time when legal action is taken. However, we are also entitled to sue the Customer at his general or special place of jurisdiction.

13.3 The law of the Federal Republic of Germany shall apply to these Terms and Conditions and the entire legal relationship between us and the Customer.

- 13.4** Insofar as the Customer has its registered office or its branch involved in the contract outside the Federal Republic of Germany, the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 in the English-language version shall apply exclusively to the delivery of spare parts. Legal questions which are not regulated in this Convention, or which cannot be decided in accordance with its principles shall be governed by German law. The branch that concludes the contract in its own name is decisive.

Section B

Deliveries of spare and wear parts

14. Scope of application of Section B

The provisions of this Section B shall apply to all deliveries of spare and wear parts ("delivery item").

15. Prices and payments

- 15.1** Our prices are in EURO and do not include statutory value added tax.

- 15.2** When shipping spare parts, the price FCA (Incoterms 2020) applies from the location specified in our order confirmation plus packaging.

16. Transfer of risk

- 16.1** Unless otherwise agreed, delivery and transfer of risk shall be FCA (Incoterms 2020) from the location specified in the order confirmation.

- 16.2** If dispatch or collection is delayed for reasons for which the Customer is liable, in particular at the request of the Customer, the risk shall pass to the Customer upon receipt of the notification of readiness for dispatch; this shall also apply if a different delivery clause has been agreed. We are, however, obliged, at the request and expense of the Customer, to arrange the insurance that the Customer demands. The payment obligations of the Customer remain unaffected by this.

- 16.3** If our employees personally deliver spare parts when carrying out a repair, the risk shall pass to the Customer upon arrival at the site of the system to be repaired.

17. Default

- 17.1** Unless otherwise agreed, our (partial) performance shall be deemed to have been rendered on time if the delivery item has left the factory before the expiry of the delivery period or the delivery date or if readiness for dispatch of the product has been notified.
- 17.2** If we are in default of delivery as a result of simple negligence, our liability for damages due to delayed delivery is limited to 0.5% of the net order value for each completed week of the delay, however, to a maximum of 5% of the net order value. If, in the above-mentioned cases, the Customer claims damages in addition to cancelling the contract, this claim for damages is limited to 10% of the net order value. The limitations of liability according to the above sentences 1 and 2 do not apply in the case of intent or gross negligence, nor in the case of injury to life, body or health, nor in the event of a transaction for delivery by a fixed date, i.e. if the transaction is to stand or fall with the observance of a fixed performance period
- 17.3** In all other respects, the statutory rights of the Customer and the statutory rights of the Seller, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

18. Partial deliveries, partial delay and partial impossibility

- 18.1** We shall be entitled to make partial deliveries, provided that the Customer has an objective interest in the partial delivery in accordance with the purpose of the contract and the Customer does not incur considerable additional expenditure as a result. Partial deliveries can be invoiced separately.
- 18.2** In the event of a partial delay or partial impossibility of performance, the Customer may only withdraw from the entire contract or claim damages for non-performance of the entire obligation if partial performance of the contract is of no interest to him.
- 18.3** In all other respects, the provisions of Section 17 above shall apply accordingly to partial default.

19. Retention of title

- 19.1** We reserve title to the delivery item until all - including future - claims (including all ancillary claims such as financing costs, interest) arising from the business relationship with the Customer have been met in full.
- 19.2** The Customer is not entitled to resell, pledge or modify the product subject to retention of title. Operational use by the Customer prior to the transfer of ownership is permitted.
- 19.3** The Customer is obliged to treat the delivery item subject to retention of title with care, in particular to insure it adequately at its own expense against fire, water damage and theft at replacement value. Claims against the insurance company arising from damage

to a delivery item subject to retention of title are hereby assigned to us in the amount of the value of the delivery item.

19.4 In the event of seizure, confiscation, damage and/or loss of the delivery item subject to retention of title, the Customer must inform us immediately. A breach of this obligation as well as any other conduct of the Customer in breach of the contract, in particular non-payment of the due purchase price, shall entitle us to withdraw from the contract. The Customer shall bear all costs that had to be incurred, in particular in the context of a third-party action against seizure, for the successful cancellation of a seizure and, if applicable, for a successful replacement of the delivered items, insofar as they cannot be collected from third parties.

19.5 If we have effectively withdrawn from the contract, we shall be entitled to take back the delivery item subject to retention of title if we have threatened to take it back within a reasonable period of time. Our statutory rights and obligations following cancellation of the contract shall otherwise remain unaffected.

The costs arising from the exercise of the right to take back, in particular for transport and storage, shall be borne by the Customer. We shall be entitled to realize the returned delivery item and to satisfy our claims from the proceeds, provided that such utilisation has been threatened beforehand with a reasonable period of time. Should the proceeds exceed the outstanding claims from the contractual relationship, this surplus shall be returned to the Customer.

19.6 In the event of cessation of payment, application for or opening of insolvency proceedings against the Customer, the Customer's right to operational use of the delivery item subject to retention of title shall expire. The statutory rights of an insolvency administrator - including provisional insolvency administrators - remain unaffected.

20. Notice of defects, rights in the event of material defects

20.1 The Customer must give notice of defects of any kind - with the exception of hidden defects - in text form immediately after delivery, at the latest after ten working days (Saturday does not count as a working day); otherwise the delivery item shall be deemed approved. Hidden defects must be reported in text form immediately after discovery, but at the latest within the warranty limitation period; otherwise the delivery item shall also be deemed to have been accepted with regard to these hidden defects. By negotiating a complaint, we do not in any case waive the defence of late, insufficient or unfounded notification of defects.

20.2 The Customer is obliged to give us the opportunity to ascertain the notified defect on site. In the event of transport or breakage damage, the delivery item must be left in the condition in which it was when the damage was detected.

20.3 If a defect in the delivery item cannot be established following a notification of defects by the Customer, the Customer shall reimburse us for the costs incurred in connection with the inspection of the delivery item.

- 20.4** If the delivered item has a defect, we may, at our discretion, either remedy the defect (repair) or deliver a defect-free item (replacement delivery) as subsequent fulfilment, unless otherwise agreed between the parties.
- 20.5** If we are not prepared or not in a position to repair or replace the goods, in particular if this is delayed beyond a reasonable period of grace set by the Customer for reasons for which we are responsible, or if the subsequent improvement/replacement delivery fails in any other way, the Customer shall be entitled, if further attempts at subsequent fulfilment are unreasonable for him, at his discretion, to withdraw from the contract or to reduce the consideration owed. The Customer may only withdraw from the contract due to a minor defect with our consent.
- 20.6** Material defect rights can only arise if the delivery item has a material defect at the time of transfer of risk. No material defect rights shall arise in the event of unsuitable or improper use, faulty assembly or commissioning by the Customer, or third parties commissioned by him, natural wear and tear, faulty or negligent handling or maintenance in accordance with the documentation, chemical, electrochemical or electrical influences, unless these are attributable to a fault attributable to us, as well as in cases of force majeure.
- 20.7** In all other respects, the Customer is entitled to the statutory warranty rights in respect of defects. However, we shall only be liable for damages due to the defectiveness of the delivery item within the limits specified in Clause 7.
- 21. Labelling**
- 21.1** Unless expressly agreed, the delivery item and the associated documentation are labelled or written in German, and the delivery item meets the legal requirements applicable in Germany with regard to labelling and approval.
- 21.2** Unless the parties have agreed otherwise, the Customer shall be exclusively responsible for the fulfilment of further requirements of other legal systems outside Germany with regard to labelling or approval.

Section C

Maintenance services

22. Scope of application of Section C

The regulations in this Section B apply to all periodic maintenance services (inspection and maintenance).

23. Scope of services

- 23.1** The scope of the services to be provided depends on our offer.
- 23.2** We undertake to maintain the Customer's systems. The purpose of the maintenance services is to observe and recognise at an early stage the signs of wear and tear to be expected in the course of the intended use of the equipment, so that maintenance or repairs can ideally be carried out before a wear-related functional failure or a risk to operational safety occurs. We will provide maintenance services that are objectively necessary to maintain the system in the desired condition. This includes, in particular, the preliminary inspection, making components operational, checking settings and recording measured values.
- 23.3** Maintenance can be carried out on site ("**on-site**") or remotely ("**remote**").
- 23.4** Maintenance services do not include repair services (see Section D), unless expressly agreed otherwise. By providing maintenance services, we therefore do not owe the success that the machine will then function faultlessly. For this purpose, repair services that go beyond the maintenance service may be required, which shall be carried out in a separate contract and in particular in accordance with Section D of these provisions.
- 23.5** If it is determined during maintenance that repairs are necessary that go beyond the agreed scope of services, this will be discussed with the Customer on site. The further procedure requires a separate agreement in text form (in writing or by e-mail), to which the provisions of sections A and D apply.
- 23.6** In the event of possible changes in performance, in particular in accordance with clause 23.2 above, the installation order signed by the Customer may lead to a price reduction or increase.
- 23.7** All work is carried out by qualified personnel. We may use third parties to fulfil our maintenance services.
- 23.8** Work that is proven to be inadequate shall be remedied free of charge as part of the Customer's normal business operations.
- 23.9** We are not liable for parts of the system that were not defective at the time of the maintenance services and fail later.
- 23.10** Faults that occur in the period between inspection and maintenance appointments and require the immediate deployment of a service technician/installer are not covered by the maintenance contract and will in any case be invoiced on the basis of receipts and in accordance with the applicable Tariff rates for After-Sales Service or a separate contract.

24. State of the art; maintenance protocol

- 24.1** We provide the services in accordance with the recognised state of the art, taking into account the directives known to us for the manufacture of the system.
- 24.2** The maintenance services provided by us, in particular the hours worked, and the materials used, must be confirmed in writing by the Customer on site on a maintenance report.

25. Cost of materials

- 25.1** The consumables required for maintenance and the replaced wearing parts ("**maintenance material**") shall be invoiced additionally at actual cost, unless they are included in the scope of services in accordance with Clause 23.1.
- 25.2** The parts used shall be invoiced at the prices and Tariff Rates for After-Sales Service valid at the time of delivery.
- 25.3** No charge shall be made if the material is required within the scope of our warranty obligation and within the warranty period.
- 25.4** The costs for repair parts according to section D are regulated separately there.

26. Obligations of the Customer

- 26.1** The conclusion of a maintenance contract does not release the Customer from the obligation to carry out the maintenance work prescribed in the operating instructions, unless this maintenance work was expressly ordered from us in accordance with the underlying offer.
- 26.2** The Customer must ensure that the maintenance work can be started immediately after the arrival of our Assembly Manager and can be carried out without disruption. Waiting times for which we are not responsible shall be duly documented by us in the maintenance log and invoiced to the Customer against proof.
- 26.3** Maintenance staff must be granted access to the machines and systems during normal business hours/operating hours to carry out the agreed maintenance work. The Customer shall provide us with any requested information about the machines and systems to be maintained without delay and make the associated documents available.
- 26.4** Usual business and operating hours are Monday to Friday between 7 a.m. and 4 p.m. on working days. Outside the core working hours (from 7 a.m. to 4 p.m.) as well as for working hours outside the agreed scope of the service contract, we are entitled to charge surcharges in addition to the agreed hourly rates or fixed prices.
- 26.5** In addition, the Customer warrants that (1) we will receive the necessary Safety at Work instructions free of charge to work on the Customer's premises, (2) we will receive

sufficient working and communication facilities free of charge and (3) relevant employees of the Customer will be available in sufficient numbers, if and to the extent necessary, so that the technical support required by us is guaranteed.

- 26.6** The Customer is aware that the provision of maintenance services requires particularly close co-operation between the Customer and us due to the complexity of the systems. Both parties are therefore obliged to ensure mutual consideration, comprehensive information and precautionary warnings of risks and protection against disruptive influences, including from third parties.
- 26.7** In addition, unless otherwise agreed in text form, we shall receive sufficient remote access to all systems required for the provision of the maintenance services and sufficient authorisations for these systems from the Customer free of charge.
- 26.8** If the Customer fails to fulfil his obligations to cooperate in whole or in part, the performance dates affected by this shall lose their binding nature for us; in particular, we shall not be in default. After the first unsuccessful reminder in text form, we shall be entitled to compensation for the damage incurred, including all additional expenses. If the Customer does not fulfil his obligations within a period of grace set by a second reminder, we shall also be entitled to terminate the maintenance contract without notice and to claim damages in accordance with the statutory provisions.
- 26.9** The Customer shall assume all duties to co-operate and to make available as specified in this Clause 26 as his own essential contractual obligation.

27. Timing of maintenance services

- 27.1** We commit ourselves to carry out maintenance on the objects specified in the offer at the intervals specified therein.
- 27.2** We shall inform the Customer of the exact date of maintenance at least two weeks in advance, unless a specific date has been agreed.
- 27.3** If it is not possible for the Customer to carry out the work on the planned date, he must inform us of this at least one week before the planned date. In the event of late notification, the price shall be due in full if the maintenance technicians could not be deployed elsewhere at the scheduled time, unless the Customer is not responsible for the late notification.
- 27.4** If a binding deadline is exceeded for reasons for which we are solely and directly responsible, the Customer must first request us in text form to provide the maintenance service owed and grant us a reasonable period of at least 7 working days. We shall only be in default after the fruitless expiry of this period. In all other respects, the limitation of liability pursuant to Section A. Clause 7 shall apply.
- 27.5** In the event of temporary hindrances, the respective deadlines shall be postponed by the period of the hindrance plus a reasonable restart period.

28. Prices

- 28.1** A fixed price is set for each maintenance object listed in the offer. These fixed prices and the respective billing period can be found in the offer and the inspection and maintenance contract. The basis for the calculation of the fixed prices is the equipment and accessory specifications of the respective property available at the time the contract is concluded, as well as our Tariff Rates for After-Sales Service. The detailed scope of the maintenance services can be seen in the respective offers for the properties. These offers are an integral part of the contract.
- 28.2** The fixed price is to be paid in accordance with the principles set out in the maintenance contract. The price for services over and above the fixed price shall be invoiced separately and shall be paid in accordance with a separate contract or the invoicing conditions.
- 28.3** The Customer shall be notified of the change to the fixed price with a notice period of three months to the end of the invoicing period and the change shall take effect from the next invoicing period, even if the Customer has paid the price before the due date.
- 28.4** If working hours are to be invoiced separately, the following applies: The first commenced hour of service on site is always charged in full. Additional hours are charged on a pro rata based on the actual time and material used.

29. Period of validity

- 29.1** The maintenance contract comes into force when signed by both parties.
- 29.2** The contract is for an indefinite period and can be terminated by either party with three months' notice to the end of the agreed billing period. The right to extraordinary termination for good cause remains unaffected.

30. Claims for breach of contract

- 30.1** If the agreed service is not carried out completely and/or properly, we shall make up for it or rectify it free of charge.
- 30.2** If we fail to fulfil our obligation to make good, rectify or eliminate damage, the Customer shall be entitled to set a reasonable period of grace. If we allow this period to elapse fruitlessly, the Customer may, at his discretion, demand a reduction in price or terminate the contract without notice. This shall also apply in the event of failure to remedy the damage. The Customer also has the right - if feasible - to have the work carried out by third parties and to demand reimbursement of the necessary costs from us. Our liability for damages shall be governed by Section A Clause 7.

31. Other provisions

- 31.1** Extensions, relocations, partial renewals and other changes to the machines and systems may only be carried out by or in agreement with us during the term of the maintenance contract.
- 31.2** If the Customer leaves machinery and equipment to third parties, his obligation to pay the fixed price for the agreed invoicing period shall remain in force, unless the third party enters into this contract with our consent. Consent may only be refused for good cause.
- 31.3** When taking over the maintenance of third-party machines or systems, i.e. machines and systems that were not supplied by us, or when taking over the maintenance of machines and systems that have been in operation or out of operation for some time, we can inspect the machines and systems. The costs of the inspection and any repair work in accordance with Section D shall be invoiced separately to the Customer.
- 31.4** If acceptance of the maintenance services has been agreed in individual cases, the provisions in Section D shall apply accordingly.

Section D

Repair services

32. Scope of application of section D

- 32.1** The provisions of this Section D shall apply to all repairs and maintenance work to be carried out by us.
- 32.2** Maintenance and repair work (hereinafter referred to as "**repair services**") are those physical measures that are carried out in order to restore the proper functioning of a faulty unit. If it is determined during maintenance that repairs (overhaul) are necessary that go beyond the agreed scope of services, this will be discussed with the Customer on site. The further procedure requires a separate agreement in text form (e.g. in writing or by e-mail), to which the provisions of these GTC apply.

33. Remote Service

We are entitled to first attempt to rectify the fault by telephone or electronically ("**Remote Service**") if this appears objectively promising to follow the fault report from the Customer.

34. Requirements for the repair and provision of materials by the Customer

34.1 Prior to the start of the repair work, the Customer must have created all the necessary conditions so that the work can be started immediately after the arrival of the service personnel without endangering their lives and health and can be carried out without interruption.

34.2 In any case, the Customer must bear the costs:

- Provision of sample material for familiarisation with the intended use and testing of the delivery item
- suitable lockable rooms for the employees' stay and storage of the materials.

35. Acceptance

35.1 The repair services must be accepted by the Customer immediately after completion of the work. Acceptance may not be refused due to insignificant defects.

35.2 We must be informed immediately of any refusal of acceptance, otherwise the repair shall be deemed to have been accepted. The time, place, type and extent of the defect must be described precisely.

35.3 Acceptance takes place by signing the completed installation order. The repair services shall also be deemed to have been accepted if the Customer uses the repaired machine or system in its business operations.

35.4 The risk shall pass to the Customer upon default of acceptance.

35.5 If the Customer is in default of acceptance or violates other obligations to co-operate, he shall be obliged to compensate for the resulting damage. In the event of default of acceptance, the Customer shall pay a lump-sum compensation amounting to 10% of the order value. The Customer reserves the right to provide evidence of lower damages. The liquidated damages shall be offset against any further damages.

36. Remuneration and material costs

36.1 Repairs shall be carried out on a time and material basis. The Customer shall be charged the applicable hourly rates, including additional costs for overtime and work on Sundays and public holidays. Travelling time and waiting time shall be charged separately.

36.2 Costs for travelling to and from the site, transport of luggage and tools as well as other costs incurred in connection with the repair work shall also be borne by the Customer.

36.3 The material required for the repair will be charged additionally according to the actual cost.

36.4 The parts used shall be invoiced at the prices valid at the time of performance.

37. Claims for defects

37.1 The Customer must give notice in text form of any defects not recognisable at the time of acceptance immediately after the defect becomes apparent. The notification shall be deemed immediate if it is made within one (1) week of discovery of the defect.

37.2 If no defect in the repair work can be established following a notification of defect by the Customer, the Customer shall bear the costs incurred by us.

37.3 Claims for material defects do not exist in the case of faults, which

- are attributable to circumstances occurring after the transfer of risk,
- are caused by improper use or improper service or repair work by the Customer,
- are due to unauthorised modifications by the Customer,
- are due to normal wear and tear or normal deterioration, or
- are otherwise attributable to the sphere of the Customer.

The Customer shall reimburse us for any additional expenses incurred as a result of such disruptions.

37.4 If the repair shows a defect, we must first be given the opportunity for subsequent fulfilment within a reasonable period of time.

37.5 In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the Customer has the right to remedy the defect himself and to demand compensation from us for the proven expenses objectively required for this. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.

37.6 If the subsequent fulfilment fails or if further attempts at subsequent fulfilment are unreasonable for the Customer, the Customer shall be entitled to reduce the purchase price or to withdraw from the contract. In the case of an insignificant defect, however, there is no right of cancellation. Liability for damages shall be governed by Section A. Clause 7.

Robert Bürkle GmbH