

General Business Terms for Services

Subject of the Contract and Validity

These General Business Terms are valid between Zippel GmbH and the client for contracts on technical services, customer support (support; maintenance) and spare parts service.

§ 1 Relevant Conditions

1.1 Our offers and repairs are exclusively based on these General Business Terms for Services in their latest version unless otherwise agreed upon. These GBT are valid for all future spare parts offers and repairs, even if they are not agreed once again explicitly.

1.2 We disagree with any contrary confirmations by the purchaser with regard to his GBT or purchasing terms. The fact that we do not comment on the purchaser's conditions is in no way an agreement or approval.

1.3 Deviations from these GBT are only valid with our written confirmation.

§ 2 Quotation and Conclusion of the Contract

2.1 Our quotations are subject to change and without obligation and can be revoked by us at any time before or two working days after the receipt of the client's order.

2.2 The purchaser is bound to his assignment for 30 days.

2.3 The order only comes about if we accept it. The acceptance requires the written form. Zippel's silence on offers, orders, requests or other explanations of the principal is valid only as an approval, provided that this was agreed expressly in writing.

2.4 Arrangements about the state of the spare parts and the repair are no state guarantees unless guaranteed by Zippel in writing.

2.5 We reserve all property rights and copyrights on all pictures, drawings, calculations and other documents.

2.6 For orders on a T & M basis the currently valid hourly assembly rates plus the material costs are valid.

2.7 Statements about the delivery date of spare parts are not binding unless explicitly agreed in writing. The term of delivery is kept if the spare parts were dispatched within the agreed term or if the purchaser was informed about the readiness of the parts for dispatch.

§ 3 Scope of Repairs

3.1 Unless otherwise agreed upon, the purchaser is obliged to inform us timely (at least 48 hours before the repair begins) completely about the damages that have to be repaired or describe how the damages look like. The evaluation of the data by a teleservice does not release the purchaser from his duty to describe the damages in detail in writing. You find a service contact form on our website where an easy input of the required data is possible.

3.2 Our repair is based on a professional realization of the repair works, which only includes the damages we have been informed about. If we recognize during the realization of the repair any other defects which have to be repaired and which lead to a rise of the scope of repair, we will inform the purchaser about this matter in writing before we realize any further repair works. The purchaser has to decide within 24 hours concerning repairs that are carried out in our workshops whether the additional defects we discovered should also be repaired. If we do not get any written feedback within this period, we will only repair the defect(s) the purchaser informed us about. If an expansion of the repair is necessary in order to turn the object to be repaired in an operational state, we are allowed to withhold the complete repair until the purchaser has reached a decision about the expanded scope of repair. The repair works we have realized so far have to be paid by the client. If the repair is carried out directly on the client's site, the client has to decide promptly - without any estimation of costs - whether and to what extent the repair (on the basis of the currently valid hourly assembly rates plus material costs) should be realized. If the client refuses the scope of repair we suggested in these cases, we have the right to refuse the realization of any further repair works. The repair works we have fulfilled so far including the travel costs have to be borne by the client.

3.3 The cleaning of the machine is by no means part of the scope of repair. On the contrary - the client has to take care that the machine is in an acceptable and clean state for the installation works.

3.4 If - despite a professional realization of the repair works - the reason for the defects cannot be found respectively the repair cannot be finished because the required spare parts are missing and /or the client refuses the necessary scope of repair and if these circumstances were unclear when the repair agreement was concluded, we have the right to stop the repair works and the purchaser is obliged to pay the costs which have arisen so far.

§ 4 The Client's Obligation to Co-Operate

4.1 If the repair is carried out in our company, the client has to clean and pack the machine respectively the object to be repaired duly.

4.2 The client arranges the transport to our company and determines the transport company/means of transport.

4.3 A delivery note with a complete list of all parts has to be attached to the object(s) to be repaired, which are delivered to our company.

4.4 If the repair works are realized on the client's site, the client is obliged to grant our service technicians free access to the objects which have to be repaired. Besides that, appropriate rooms where the repair works can take place have to be provided as well as the necessary energy for the connection of the equipment and, if needed, assistants. Especially, the object to be repaired has to be presented by the client in such a way that all works can be carried out without any hindrances.

4.5 During the repair works data stored on data carriers may be changed or destroyed. The client guarantees before the repair works begin that the data stored on data carriers on the machine are recorded (saved) and a duplicate of the existing data is stored separately.

4.6 If the client's data are infected by a virus, the client is obliged to inform us about this fact before the repair works start.

4.7 The purchaser has to take care that our employee can begin with the repair works at the agreed date (or the agreed time frame). Any waiting times will be charged by us.

4.8 The production planning keeps in mind that the machine is not available while the service works are carried out and guarantees that at least one part to be washed (respectively one charge of parts) is timely on site for a function test.

4.9 Extra costs due to a failure to co-operate as mentioned in § 4 have to be borne by the client. The same applies to amendments and rework realized by Zippel within the scope of maintenance - and repair works.

§ 5 Prices/Terms of Payment

5.1 Cost estimations we prepared on the repair costs to be expected have to be reimbursed if the client refuses the repair.

5.2 Except for the material costs the repair costs and the costs for the cost estimations are based on Zippel's currently valid hourly assembly rates. Material costs are charged on a T & M basis. Repair costs mentioned in our cost estimations are based on our calculations and are no binding final prices. If our calculations differ at least 15 % from the repair costs that are actually to be expected, the client gets another cost estimation at the date when these differences become obvious.

5.3 Payments are due at the agreed date. If no specific date (day or calendar week) was determined, the payments are due upon receipt of our invoice. If the receipt of the invoice is not clear, the payments are due 14 days after the completion of the repair (without any discount). The enforcement of parts of the total sum is allowed.

5.4 The principal cannot refuse his duties because of any counterclaims or hold them back them or charge with counterclaims, unless these counterclaims are approved by us or are ascertained judicially.

§ 6 Time of Performance/Failure to Meet Obligations

6.1 Unless no time of performance is fixed in writing in our confirmation of the repair, we have to start with the repair works after accepting the repair order in agreement with the client. The start of the repair defers in case the client has failed to co-operate, especially if he has not sent the object to be repaired timely and/or if he has not granted us a free access to the object and/or if the description of the defects was not sent timely or insufficiently. For repair works abroad we have to start within 8 weeks after conclusion of the repair contract - provided that the a.-m. conditions are met and if no other agreements were made.

6.2 The time limit for the realization of the repair is kept if we begin with the realization of the repair within this time limit. The completion of the repair depends on the kind and scope of the defect, the client's proper co-operation, the availability of/time to procure the necessary spare parts and a possible order amendment concerning the repair works. Unless otherwise agreed upon, there will be fixed no exact date when the repair works will have been finished.

6.3 Compensation claims because of a delay of the performance of the repair are excluded except for gross negligence or intention by us, our executive employees or assistants. This restriction of liability is not valid in case of any violation of essential contract duties (cardinal obligations) by us. If we can be taken for compensation due to a simple negligence, the compensation claim is limited to the typically predictable damages. In these cases claims for damages due to a loss of production and/or a loss of profit are excluded. The client's possible right to rescind from the contract or to cancel it because of these circumstances remains untouched by this liability limitation.

6.4 If we are not able to realize the repair work completely due to reasons the client is to blame, especially when he does not fulfil his obligation to co-operate as mentioned in § 4, the client is obliged to pay the costs which have arisen so far.

§ 7 Risk of Transport

7.1 The danger of an accidental perishing and of a damage of the object, which is sent to us for repair, passes over to us not before the object to be repaired is handed over on our business premises.

§ 8 Acceptance/ Work by Outside Companies

8.1 The client is obliged to accept the repair works carried out by our staff members as the completion of the works has been announced and, if applicable, the repaired machine has been tested.

8.2 If the acceptance is deferred without Zippel's fault, the acceptance is valid after a period of 10 days after the end of the repair works was announced.

8.3 Provided that no formal acceptance of the repair was agreed between the parties the repair performance is considered as accepted if no essential defects with regard to the realized repair works are indicated by the client within 10 days from the end of repair, and, when the object to be to be repaired was sent back to the client, within 10 days after its arrival at the client's.

8.4 The contractor reserves the right to have service works carried out by outside companies (partner- or professional companies).

§ 9 Requirement to Make a Complaint in Respect of a Defect Immediately on Receipt of the Goods

9.1 The requirement to make complaints in respect of defects immediately on receipt of the goods is settled according to § 377 HGB (= Commercial Code). If the client does not announce any defects within 7 days after the return of the object to be repaired respectively after the end of the repair works, the repair is regarded as duly performed unless it is dealing with a defect which could not be detected upon the inspection. If such a defect is detected at a later date, this defect has to be announced immediately after its detection; otherwise the repair is regarded as accepted even in consideration of such a defect.

§ 10 Additional Arrangements for Spare Parts

10.1 Unless otherwise fixed in our order confirmation, spare parts are delivered "ex works". The spare parts are sent at the client's expense to his site. The place of dispatch, the dispatch route and the mode of dispatch are determined by Zippel. If desired, transport insurance is contracted at the client's expense.

10.2 The risk shall be transferred to the client as soon as the spare parts have been handed over to the person

charged with the delivery or as soon as the spare parts have left our warehouse. If the dispatch of the spare parts is deferred due to reasons for which Zippel is not to blame, the risk shall be transferred to the client as soon as he has been informed about the "ready for dispatch"-state of the spare parts.

10.3 The spare parts remain Zippel's property until all claims resulting from the mutual business relationship with the client have been settled.

10.4 Claims for damages due to a deferred or wrong delivery are excluded unless it was a deliberate act or gross negligence by Zippel. Likewise claims for damages are excluded due to production losses and/or loss of profit.

10.5 The client is not entitled to pledge the goods or to assign them as security unless he has Zippel's permission. The client has to inform Zippel immediately about any acts of compulsory enforcement by a third party and he has to take measures to protect the reserved property.

§ 11 Material Defects

11.1 The wearing parts which are free of defects at the time when the repair performance has been finished and whose life span is however shorter than the period of limitation settled in § 12 section (1) are not to be considered as defective due to this shorter life span and do not result in a faulty repair. We are not liable for the loss and/or modification of data which would not have been lost / modified if the client had secured them properly even if our repair works were the reason for the loss/modification of these data. An unsuccessful repair is no defect if we were not able to find the cause of failure despite a professional repair and/or the repair could not be carried out due to lacking spare parts and/or the client did not authorize a necessary amendment of the repair and the a.-m. circumstances were not clear at the time the repair order was accepted.

11.2 If the repair was carried out faulty we are entitled to do reworks. If the rework failed after an ineffective second time, the client is authorized to remedy the defect himself or to have the defect repaired by a third party and to charge the necessary expenses, to resign from the repair contract or

to reduce the payment. If the material defect is based on gross negligence or intention by us, our executive employees or assistants or if the defect leads to a violation of essential contractual obligations (cardinal obligations) or to an injury of life, body or health, the client can claim damage compensation against us. If we are liable to recourse for damage compensation due to simple negligence (violation of cardinal obligations), the damage compensation is limited to the typically expectable defects. Damage compensation due to a loss of production and/or loss of profit is excluded in cases of simple negligence.

11.3 If the delivered spare parts are defective, Zippel is obliged to either remedy these defects or to arrange a subsequent delivery - according to his choice. Any costs for transportation, routes, work and material are borne by Zippel in this case - provided that the costs do not increase because the goods to be delivered were brought to another site than the place of delivery. Warranty claims of the client require that the delivered spare parts were checked upon receipt and that Zippel was informed about any defects within 7 days after receipt of the parts in writing. Zippel has to be informed about any latent defects immediately after their detection.

§ 12 Other Breaches of Duty

12.1 Our liability due to a faulty repair performance is not covered by this regulation (§ 11). Insofar § 10 of these repair conditions is valid.

12.2 Claims for damages due to other breaches of duty, especially duties of care or duties resulting from legal-related contractual obligations are excluded with the exception of gross negligence, intention, a breach of essential contractual duties (cardinal obligations) or the injury of life, body and health by us, our executive employees or assistants. If we are liable due to an ordinary negligence for a compensation for damages, the compensation for damages is limited to the typically predictable damages. A liability due to a loss of production and/or profit is excluded in cases of ordinary negligence.

12.3 This liability limitation is also applicable for tortious claims.

§ 13 Statutory Limitation

13.1 All claims of the client due to a defective repair performance lapse within one year after the acceptance of the repair works. Likewise, all claims of the client due to wrong or defective spare parts deliveries lapse within one year, beginning with the day of the delivery.

13.2 All claims of the client due to other breaches of duty which are not based on a defective repair lapse within one year at the end of that year when the claim came originated.

13.3 The preceding reductions of the legal period of limitation are not applicable if the defect and/or breach of other duties of care is/are caused by gross negligence, intention or a breach of essential contractual obligations (cardinal obligations) and/or by an injury of life, body, health and freedom by us, our executive employees or assistants.

13.4 A pending acting concerning claims due to a faulty repair or any other violation of duties which inhibits the statutory limitation is only existent when the parties declared both in writing to negotiate about such claims. If the appeal to that requirement of written form constitutes an abuse of rights, we cannot refer to the adherence to the requirement of written form.

§ 14 Final Clauses

13.1 The law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG) is applicable.

13.2 The exclusive legal venue for all legal disputes resulting directly or indirectly from the contractual relationship is Regensburg.

13.3 If a provision of these terms of business or a provision set out in other agreements should be or become invalid, this shall not affect the validity of all other provisions or agreements. Invalid provisions shall be replaced by valid ones, which come as close as possible to the intended commercial aim of the invalid provision. In case of legal loopholes the provision will be considered as agreed, which corresponds according to the purpose of these General Business Terms to what would have been agreed if the parties had considered the matter in the first place.

Zippel GmbH (status as of August 2020)