

**TERMS AND CONDITIONS FOR REPAIRS**

We accept orders for repairs in the capacity of contractor solely pursuant to the following Terms and Conditions for Repairs (referred to below as "T&C – R"). They are applicable exclusively vis-à-vis companies and public authorities. Upon placing an order, the customer hereby agrees to be bound by our T&C – R. If the customer accepts our offer on the basis of its own terms and conditions, our T&C – R shall still be deemed to apply even if we do not expressly reject the customer's terms and conditions. Any deviations from our T&C – R shall be subject to our express written approval. If the customer does not accept this provision, it shall expressly notify us of this in a separate letter. In this case, we reserve the right to retract our offer, it being understood that the customer shall not have any remedies against us as a result. Our T&C – R shall also apply to future contracts even in the absence of any express reference to them. Where the requirement of the written form is provided for in these terms and conditions, it shall be deemed to be satisfied where transmission takes place by means of telecommunications (e.g. e-mail, telefax).

**I. GENERAL PROVISIONS**

1. Each repair order shall require our written confirmation, upon which it shall become binding.
2. Generally speaking, all repairs shall be performed on our premises. For work not performed on our premises our terms and conditions for dispatching service personnel shall apply in addition to these T&C – R.
3. We shall be authorized to identify the cause of the fault and to perform repairs taking into account the customer's commercial interests. Where the customer provides specific details of the damage to be repaired and/or the type, scope or method of the repairs to be performed (restricted repair contract), we shall be entitled to rescind the contract if the item to be repaired exhibits additional faults or defects impairing its safe operation or limiting the success of the restricted repair contract. In the event we should rescind the contract, the customer shall reimburse us for the cost of activities undertaken by us to identify the fault.
4. In the case of repairs to third-party products, we may opt to have such repairs performed by the manufacturer or an external person whom we consider to be suitable. If it is not evident until after we have confirmed the order that third-party products are to be repaired, we shall be entitled to rescind the contract.
5. Completion dates as well as delivery and repair periods shall be subject to our written confirmation. In the event of force majeure or any other unforeseeable events and events not attributable to us the repair date shall be extended accordingly. This shall also apply in the event of any delays in the delivery of materials and supplies if the delays materially affect the delivery date and are due to reasons beyond our control.
6. The customer shall be responsible for having the repaired parts insured.

**II. PRICES, PAYMENT, DEFAULT, NETTING, RIGHTS OF RETENTION AND LIEN**

1. Our prices are quoted ex works excluding packaging and VAT as well as the cost of any acceptance inspections required to be performed by technical safety agencies, government bodies or other institutions. In the event of any increase in the cost of materials, wages and other costs, we reserve the right to increase the agreed price accordingly.
2. Invoices for repairs performed shall be payable net immediately upon receipt. Payments shall not be regarded as having been received until the amounts involved become available to us.
3. If the customer falls into arrears with payment – in the event of agreed payment by installment with an installment –, whether in whole or in part we may withdraw from the contract after a reasonable period of grace set by us has passed without result and demand compensation in lieu of performance.
4. The interest payable on arrears shall amount to 9 percentage points above the base interest rate. Lump-sum damages of €40.00 shall be payable for outstanding claims for payment. This sum will be credited towards the compensation owed where the loss is founded on the costs of bringing legal action. This shall be without prejudice to our right to assert the actual interest lost and other compensation for delay or default.
5. The customer shall not be entitled to offset counter-claims against outstanding amounts owed us unless the customer's claims for set-off are undisputed or final and non-appealable, or they originate from the same contract as our claim. The customer may not exercise the right to withhold payment unless this right is based on claims under the same contract.
6. Our rights as bailee of the item to be repaired shall serve to secure all receivables upheld by a court of law or undisputed in connection with the entire business relationship, including claims for amounts outstanding arising from prior repairs to the item in question.

**III. DISPATCH, TRANSPORTATION COSTS, TRANSFER OF RISK**

1. The items to be repaired shall be delivered to us carriage paid and will be returned at the customer's expense.
2. Following the completion of the repairs, risk shall pass to the customer upon notification that the item in question is ready for dispatch.
3. The customer shall bear the transportation risk in any event.

**IV. ACCEPTANCE**

1. The customer shall be obligated to accept the work as soon as it has been notified of its completion or a testing, if any, agreed in the contract has taken place. In the event of insignificant defects in the work performed, the customer shall not be entitled to refuse acceptance.
2. In the event that work is not accepted by the customer immediately following its completion due to no fault of ours, acceptance shall be deemed as having taken place.

**V. WARRANTY / LIABILITY FOR MATERIAL DEFECTS**

1. All claims based on faults shall be time-barred upon the expiry of one year upon acceptance / delivery of the repaired item.
2. Any faults must be reported to us in writing immediately.
3. Any faults in the repairs performed shall be remedied by us. If such remedy fails to produce the desired results, the customer may reduce the remuneration payable or rescind the contract. Replacement parts shall be subject to the warranty provided for in our General Terms and Conditions of Sale and Delivery. We shall be entitled to scrap the parts which have been replaced unless the customer expressly asks for the parts to be returned when placing its order. Shipment costs shall be borne by the customer.
4. Warranty claims shall not be entertained if the item in question has been used improperly or for an unsuitable purpose, it has been incorrectly installed or put into operation by the customer or a third party or it has been exposed to undue wear and tear or loading, construction work is faulty or foundations are unsuitable or the item has been exposed to chemical, electro-chemical or electrical action.
5. The customer may not remedy the faults itself or have them remedied by third parties unless we are in default of our repairs or it is necessary for the fault to be remedied to avert imminent danger.
6. Our warranty shall be void in the event of any tampering with the repaired item on the part of the customer or a third party in the absence of our prior written approval except in a case falling under IV. 5 herein.
7. If the return of the repaired item is delayed at the customer's request or due to circumstances beyond our control, we shall not be liable for any damage arising during storage of the item unless we have acted willfully or with gross negligence.

**VI. DISCLAIMER OF LIABILITY**

1. Unless provided for otherwise below, we shall assume no liability whatsoever, regardless of the legal grounds on which any such liability may be founded.
2. This disclaimer of liability shall not apply to cases of willful intent or gross negligence. Moreover, it shall also not apply to defects fraudulently concealed or whose absence was guaranteed, or in the case of negligent causation of harm to life, limb and health, or the violation of a material contractual obligation.
3. In the event that we should negligently breach any material contractual obligation, our liability shall be limited to the reasonably foreseeable loss. However, this shall be without prejudice to claims under the German Product Liability Act (ProdHaftG) in any event.
2. We accept no lump-sum damages where they are not provided for by law.

**VII. RESCISSION FROM CONTRACT**

1. We shall be entitled to rescind the contract in the event of unforeseen circumstances and for events beyond our control pursuant to I. 5 herein and if performance of the repairs subsequently becomes impossible for reasons for which we are not responsible or due to ordinary negligence on our part. In this case, the customer shall have no remedies against us.
2. The customer may rescind the contract if we inform it that
  - a) the benefits of the repairs are not in proportion to the costs involved or
  - b) the repair costs exceed the fraction of the replacement price stipulated by the customer prior to the commencement of the repairs.Any such declaration of rescission shall be made without undue delay and state whether the item in question is to be sent back or scrapped at the customer's expense. In any case, the customer undertakes to reimburse any dismantlement and examination costs incurred by us.

**VIII. MISCELLANEOUS PROVISIONS**

1. The place of performance shall be the registered office of our company. This shall also be the exclusive place of jurisdiction for all disputes arising from the business relationship with the customer, where the customer is a merchant as defined by the German Commercial Code. However, we reserve the right to initiate proceedings before the competent courts at the customer's domicile. The legal relations between the customer and us shall be governed and interpreted exclusively in accordance with the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. If any of the above provisions should prove void or unenforceable, it shall not in any way or manner affect the validity or enforceability of any other provision hereof.