

General Terms and Conditions for Service and Maintenance

Revised Version. Effective from January 1st, 2023.

Definition and Interpretation

In these Conditions, the following words and expression shall have the following meanings except where the context otherwise requires:

"Additional Charge" means a charge payable by the Customer for additional services outside the scope of the Services in accordance with prevailing rates acc. to clause 1 for such services including without limitation, the supply of spare parts and goods.

"Agreement" means the Service & Maintenance Agreement for the Services entered into by BROCKHAUS and the Customer, and includes these Conditions.

"Conditions" means these General Terms and Conditions for Service and Maintenance which are incorporated into and form part of the Agreement.

"Customer" means the person or persons, firm or company named on the cover page of the Agreement.

"Equipment" means the equipment listed under Scope of Services.

"Fee" means the fee payable for the Services as specified in Section II of the Agreement.

"Party" means the Customer or BROCKHAUS, and "Parties" means both of them.

"Services" means the maintenance and other services provided in respect of the Equipment detailed under Scope of Services in the Agreement.

"Service Time" means the period set out in Clause 2 herein.

"Site" means the premises where the Services are provided.

"Term" means the duration of the Agreement.

BROCKHAUS shall provide the Services to Customer in accordance with this Agreement. In the event of any inconsistency between these Conditions and other documents forming part of the Agreement, the following order or priority shall apply:

1. The Service and Maintenance Agreement
2. General Terms and Conditions for Service and Maintenance

1 Rates

1.1 If not otherwise agreed, the following rates apply:

Engineer on-site	€/h	180
Service technician on-site	€/h	145
Engineer/service technician via phone/e-mail	€/h	110
Consulting of external companies	€/h	190
Travel time	first 8 h €/h	105
(max. 8h per day)	9 th -16 th €/h	85
	from 17 th €/h	65

1.2 All travelling expenses to and back from the site will be invoiced to the customer. BROCKHAUS reserves the right to select the suitable transportation.

In case a company car is used, € 0,70 per kilometer will be invoiced. In case a rental car is used, rental and fuel costs will be invoiced.

1.3 Lodging expenses are charged according to the corresponding hotel invoice or - to be chosen by us - on the basis of the daily allowances.

1.4 Additionally requested material or necessary spare parts will be charged according to the list price.

2 Service Time

The Services shall be performed within the Service time, which shall be between 8 a.m. and 5 p.m. local time of the Customer, Mondays to Fridays, Public Holidays excluded unless otherwise agreed in under Scope of Services.

Response times for corrective maintenance services shall be as set out under Scope of Services or as otherwise agreed between the Parties.

3 Modification, Changes and Enhancements

3.1 During the Term, BROCKHAUS shall at their discretion undertake such modifications, changes or enhancements to the Equipment and/or implement any practice, procedure or measure, which is deemed by BROCKHAUS to be necessary and/or to prevent or minimize damage to the Equipment.

3.2 BROCKHAUS will before undertaking any such modification, change or enhancement etc as mentioned in 3.1 above, explain to the Customer, if BROCKHAUS deems necessary, the need and cost (where applicable) of such modification, change or enhancement. The Customer shall pay any Additional Charge for such modification, change or enhancement according to Clause 7.2.

4 Exclusions & Additional Services

The Services do not include, if not otherwise stated in the Agreement:

- a) Repair of damage arising from the act, error, fault, neglect, misuse, improper operation or omission of the Customer or its servants, agents, contractors or invitees or any person whether or not that person is under the control or direction or authority of the Customer.
- b) Repair of damage arising from changes, alterations, additions or modifications of the Equipment by a person other than BROCKHAUS.
- c) Repair of damage caused by incorrect power supply, failure of electrical power, air-conditioning, humidity control or any environmental factor.
- d) Repair of damage caused by the operation of the Equipment other than in accordance with the specifications or otherwise than in accordance with the direction, instruction or recommendations of BROCKHAUS or its personnel.
- e) Repair of damage arising from the re-installation, moving or removing of the Equipment by a person other than BROCKHAUS.
- f) Repair of damage caused by any circumstances beyond BROCKHAUS' reasonable control.
- g) Furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables or items associated with the Equipment unless otherwise provided under Scope of Services.
- h) Transportation charges, whether for air, sea or land transport.
- i) Work performed outside BROCKHAUS' Service Time.
- j) The cost of any Equipment or part whether spare part, consumable or otherwise supplied, unless otherwise provided under Scope of Services.
- k) The upgrading of or retrofitting of improvements or major modification to the Equipment.

4.2 BROCKHAUS may at the Customer's option provide any of the services referred to in clause 4.1 or any other services requested by the Customer, at the relevant Additional Charge. BROCKHAUS shall inform the Customer of the associated Additional Charge, and the Customer shall accept the Additional Charge before the services are performed. The Additional Charge shall be payable by the Customer according to clause 7.2.

5 Customer's Responsibilities

5.1 The Customer shall undertake to release all Equipment which is being maintained by BROCKHAUS from all operational demands when so requested to do so by BROCKHAUS in order for BROCKHAUS to perform the Services. Alternatively, the

Customer shall ensure that BROCKHAUS' personnel have full and safe access to the Equipment at all reasonable times for the purpose of providing the Services.

5.2 The Customer will ensure that BROCKHAUS' personnel or representatives are provided a safe and secure work environment at all times while they are on the Site to enable work to be carried out.

5.3 The Customer shall provide on request a suitably qualified or informed representative, agent or employee to accompany BROCKHAUS' personnel when providing the Services to exercise unrestricted access to the Site and the Equipment and otherwise to perform the Services effectively.

5.4 The Customer shall supply auxiliary facilities and services when requested by BROCKHAUS as necessary for the provision of the Services. The auxiliary facilities and services shall include without limitation:

- Lighting for all work areas;
- Main and auxiliary electrical power necessary for the operation of all equipment, capable of being isolated either by isolating switches, removal of fuses or other means to the reasonable satisfaction of BROCKHAUS;
- Lockable room for depositing tools and clothes for our personnel

5.5 Nothing in this Agreement shall relieve the Customer from its obligations to perform normal day to day maintenance on the Equipment as per the Operator's Manuals supplied by the manufacturer and/or BROCKHAUS including but not restricted to normal cleaning procedures, checks and adjustments designed for operational use.

5.6 During the continuance of this Agreement, the Customer shall not carry out or attempt to carry out modifications to, repair of, experiments on, or maintenance of the Equipment other than day to day maintenance and the Customer shall not permit any other person except BROCKHAUS' personnel or representatives to carry out such work unless prior written approval has first been obtained from BROCKHAUS.

6 Replacement and Spare Parts

6.1 In the case of Services for which an Additional Charge is payable by the customer for replacement of spare parts, title in such replacement or spare parts shall pass to the Customer only upon full payment of the Additional Charge. Unless otherwise agreed in writing between the Parties, risk of damage to or loss of replacement spare parts shall pass to the Customer as soon as they are delivered to the Customer's designated premises.

6.2 Where parts of the Equipment have been replaced by or upon the instruction, recommendation or direction of BROCKHAUS or otherwise, title in the replaced parts will pass to BROCKHAUS upon removal from the Equipment.

7 Payment, Charges and Fees, etc.

7.1 The Customer shall pay all Fees at the rate and in the manner specified in the Agreement.

7.2 The Customer shall pay the Fee, all Additional Charges and any cost wherever and howsoever incurred within thirty (30) days from the date of BROCKHAUS' invoice.

7.3 If the Customer fails to make full payment on the due date, then without prejudice to any other right or remedy available to BROCKHAUS, BROCKHAUS shall be entitled to:

- a. suspend any further Services or other obligations to the Customer under the Agreement (without being liable to Customer for any losses so caused);
- b. at its sole discretion, apply any monies received from the Customer in relation to the Agreement or any other contract or agreement between the Customer and BROCKHAUS, including but not limited to deposits or security payments, towards the payment of the relevant invoice; and/or

c. charge the Customer interest on the amount unpaid on a daily basis at the rate of one per cent (1%) per annum above the EURIBOR from the due date until payment in full is received by BROCKHAUS.

8 Maintenance Equipment

BROCKHAUS shall provide all the necessary tools, equipment, testing and diagnostic apparatus which BROCKHAUS requires in order to carry out the Service unless otherwise agreed.

9 Intellectual Property Rights & Confidentiality

Refer to Article IX of General Terms and Conditions for the Sale of Products; Download: <http://measurements.brockhaus.com/gtc/>

10 Liability of Parties

10.1 The Customer shall keep BROCKHAUS, its personnel and agents fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Customer, its employees, agents or servants, and shall pay to BROCKHAUS all reasonable costs, charges and losses sustained or incurred by BROCKHAUS as a result of BROCKHAUS being prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Customer, its employees, agents or servants.

10.2 Except as expressly provided in this Agreement, all terms, conditions, warranties, undertakings or representations whether express, implied, statutory or otherwise relating in any way to the Services or to this Agreement are excluded. Without limiting the generality of the foregoing, BROCKHAUS shall not be under any liability to the Customer for any loss of profit (actual or anticipated), loss of use, loss of production, loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs of replacement, loss of goodwill, loss of reputation, loss of information or data, loss from any third party contracts, loss due to business interruption, loss of interest, loss of power, contractual claims from third parties or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Agreement and whether based upon contract, tort, or any other legal theory. This Clause 10.2 shall apply to the benefit of BROCKHAUS' personnel, BROCKHAUS' affiliates and BROCKHAUS' sub-contractors.

10.3 Notwithstanding any other provision of this Agreement BROCKHAUS' total cumulative liability for any act or omission, whether in contract, tort (including negligence or strict liability) or any other legal or equitable theory during the Term of this Agreement shall not exceed in the aggregate, 10% of the Fee payable under this Agreement.

11 Warranties

11.1 BROCKHAUS warrants that:

- a. it will provide the Services in a proper, workmanlike and professional manner at all times;
- b. it will exercise the reasonable standards of skill, care and diligence in the performance of the Services;
- c. it will retain a sufficient number of personnel with the expertise required to provide the Services; and
- d. its personnel possess the required skills and experience required to provide the Services.

11.2 The above warranties shall not replace or supersede the warranty applicable to the Equipment as specified in any sale and purchase agreement.

12 Force Majeure

12.1 BROCKHAUS shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of BROCKHAUS' obligations in relation to the Services, if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any unforeseen event beyond the reasonable control of BROCKHAUS such as, but not limited to any act of God, act of government or any authorities, hostilities between nations,

war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, rainstorms, national emergency, earthquake, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events

12.2 If such delay or failure continues for at least three months, the other party may terminate this Agreement immediately with written notice. In such event, the Customer shall pay BROCKHAUS a reasonable sum in relation to Services already rendered and costs and expenses incurred prior to termination.

13 Export Controls

13.1 The fulfillment of the Agreement on BROCKHAUS' part is conditional upon the following:

- (i) all necessary export licenses, permits, licenses and other permissions being obtained by the Customer from the relevant authorities for the destination and intended use of the Equipment and/or Services;
- (ii) If BROCKHAUS is required to have any permit or license from any governmental or other regulatory authority, such permit or license being granted to the BROCKHAUS at the required time;

13.2 The Customer shall obtain at its own costs and expenses all necessary permits and licences. BROCKHAUS may suspend performance if the Customer is in violation of applicable laws or regulations.

14 Applicable Law and Dispute Resolution

14.1 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of the Parties, the dispute shall be referred to the management of each Party who will meet in good faith in order to try and resolve the dispute.

14.2 For such conflicts that cannot be mutually resolved, German law shall apply. The language of the trial shall be English

14.3 The UN Convention on the International Sale of goods (CISG) shall not apply.