

Supplementary terms and conditions for services and works of AS Drives & Services GmbH

Part 1: General part

1. Scope of application

- 1.1 These supplementary terms and conditions for services and works (STCSW) apply - in addition to the GCC - to all contracts for services and works concluded by us.
- 1.2 Insofar as these STCSW deviate from the GCC, the STCSW shall apply with priority to contracts for services and works.
- 1.3 Part 1 of these STCSW (General Part) applies to all services and works to be performed by us. Part 2 of these STCSW (Services) applies to all services to be provided by us. Part 3 of these STCSW (Works) applies to all works to be provided by us.

2. Remuneration and payments

- 2.1 Unless otherwise agreed in writing, the remuneration to be paid by the customer shall be based on the time actually spent by us for the provision of the services as well as our spare parts prices valid at the time of the conclusion of the contract.
- 2.2 Remuneration for work services shall be calculated on an hourly basis using our charge rates valid at the time of conclusion of the contract.
- 2.3 Travel times shall be remunerated as working times in accordance with our charge rates, as shall waiting times at the place of work for which we are not responsible. Travel costs incurred by our employees within the scope of the order shall be borne by the client. This also includes reasonable accommodation costs.
- 2.4 If the customer expressly requests a price quotation before the services are carried out, we shall prepare a cost estimate in which the work and spare parts likely to be required are listed and priced. Such a cost estimate is always made without guarantee for its correctness. If the cost estimate becomes the basis of the contract, the customer may only terminate the contract if the commissioned service cannot be carried out without significantly exceeding the cost estimate and where such exceedance originates from our sphere of risk. Exceeding the cost estimate by less than 20% shall not be considered significant.

3. Scope of services and verification of performance

- 3.1 Our rates for work services include the provision of basic tools, equipment and measuring instruments customary in the industry. However, if special tools, equipment or measuring instruments are required for the performance of the services, these shall be invoiced separately in accordance with the price list.
- 3.2 We will only return the customer's system that is the subject of the order to the condition it was in before we provided the service at the customer's express request and in return for appropriate remuneration.
- 3.3 In the case of on-site services, the client shall confirm the working hours of the employees deployed by us for their order in writing or in electronic form, depending on the customary practice, on a daily, weekly or after completion of the work in the format submitted.
- 3.4 Objections by the customer shall be raised in the format specified or separately in writing.

4. Performance time

- 4.1 We will provide the contractual services during the period from Monday to Friday. If the client wishes services to be provided outside these times, in particular at weekends, remuneration may be demanded for any overtime or additional costs incurred as a result. Exceeding the daily maximum working hours of 10 hours

as well as working on Sundays and public holidays may only be done in urgent exceptional cases and requires our consent.

- 4.2 A performance period binding on us is only binding if it has been expressly agreed in writing.
 - 4.3 If the performance of services or work is delayed due to industrial disputes, force majeure or other circumstances for which we are not responsible, the performance period shall be extended accordingly. This shall also apply if such circumstances occur after we have defaulted on the performance of our service or work.
- #### **5. Cooperation obligations of the customer**
- 5.1 If we provide services on site, the customer is obliged to provide technical assistance at their own expense, in particular to:
 - 5.2 Provision of the necessary suitable support staff in the number and for the time required for the fulfilment of the service. We accept no liability for these auxiliary personnel.
 - 5.3 Carrying out all construction, bedding and scaffolding work including procurement of the necessary building materials and auxiliary materials.
 - 5.4 Provision of the object on which the service is to be performed in a decommissioned and cleaned condition.
 - 5.5 Providing the requisite equipment and heavy tools (e.g. hoisting equipment, compressors) and the necessary items and materials (e.g. scaffolding, wedges, base plates, cement, plaster and sealing material, lubricants, fuels, driving ropes and belts).
 - 5.6 Providing heating, lighting, power, water, including the requisite connections.
 - 5.7 Provision of necessary, dry and lockable rooms for the equipment and tools brought along.
 - 5.8 Transport of the parts to be assembled, if applicable, to the place of use, protection of the parts and materials to be assembled or repaired from damaging influences of any kind and for cleaning the assembly or repair site.
 - 5.9 Provision of suitable theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid.
 - 5.10 Provision of the materials and performance of all other actions, in particular the safety measures, which are necessary for the adjustment of the customer's machine or plant and, if applicable, a contractually provided trial.
 - 5.11 Provision and disposal of operating media, cleaning rags, oil binding agents, filter elements and packaging materials.
 - 5.12 Implementation of safety measures for the protection of service personnel.
 - 5.13 The customer's technical assistance must ensure that the service work can be started immediately upon arrival of our staff and carried out without delay until acceptance by the customer. Insofar as special plans or instructions are required by us, we shall make these available to the customer in good time.
 - 5.14 If the customer does not comply with their obligations, we shall be entitled, but not obliged, after setting a deadline, to carry out the actions incumbent on the customer in their place and at their expense. Otherwise, our statutory rights and claims shall remain unaffected.

of the component supplied by us on the part of the customer, in particular in the event of non-observance of our assembly and commissioning instructions or other erroneous handling, unsuitable operating materials, replacement materials or other unsuitable framework conditions.

Dated: March 2018

Part 2: Services

6. Subject of performance for fault analysis

- 6.1 Fault analyses on behalf of the customer are provided as a service. We provide these in accordance with the generally recognised rules of technology with qualified personnel who are familiar with the respective properties, functions and technology of our products.
- 6.2 The subject of our analyses are exclusively components supplied by us. Within the scope of a fault analysis, we only determine the measures required to restore the target state of the affected component when it is delivered from the factory. Unless expressly instructed otherwise by the customer, this does not include any recommendation for the replacement of wear parts.

7. Due date for the remuneration

- 7.1 The remuneration for services rendered by us is due immediately after the service has been rendered, unless otherwise agreed in writing.

Part 3: Works

8. Subject of performance for repair

- 8.1 Repairs on behalf of the customer shall be carried out as a work performance.
- 8.2 The subject of our repairs are exclusively components supplied by us. This also applies if they have been connected to other components, e.g. if they are used as components of machine tools.
- 8.3 Our scope of services does not include disposal services.

9. Due date for the remuneration

- 9.1 The remuneration shall be due immediately after acceptance of the service, unless otherwise expressly agreed. Our entitlement to payments on account shall remain unaffected by this.
- 9.2 Our work performance shall be deemed accepted if the customer does not accept it after completion within a reasonable period set by us. A refusal of acceptance by the customer within the meaning of para. 640 (2) cl. 1 of the German civil code [BGB] shall not preclude such a presumption of acceptance unless the customer invokes an actually existing material defect.

10. Warranty for works

- 10.1 Our warranty for work performances is limited to the respective replaced or repaired parts of the component delivered by us.
- 10.2 If a work performance is carried out as a gesture of goodwill, this shall not constitute a new start of the warranty period for the component delivered by us or its parts affected by the repair.
- 10.3 In the event of a warranty claim, the customer must give us the opportunity to check for the existence of defects and must make the components in question available to us at the place of performance for this purpose.
- 10.4 If there is a defect in our work performance, the customer is entitled to demand subsequent performance in accordance with §§ 631 f. BGB. However, compensation for damages can only be claimed under the conditions of clause 7 of the GTCC.
- 10.5 The customer's warranty rights shall become statute-barred after one year from the legal or notional acceptance of our work performance.
- 10.6 The operational wear and tear of wear parts does not constitute a defect and therefore does not trigger any warranty claims on the part of the customer. The same applies to defects that occur due to unsuitable or improper use, faulty assembly or commissioning