

General service conditions of J.G. WEISSER SÖHNE GmbH & Co.KG

Date of issue 11/2016

I. Repair- and installation conditions

1. Application of the conditions

The following conditions apply for all installation- and repair services, trainings, (also called "Orders" below), which we provided for the customer beyond our warranty for delivered goods.

If there is an unchallenged order acknowledgement this one is decisive for the contents of the contract and the scope of the repair. Supplements and changes of the contract are subject to the written confirmation of the contractor. Deviating conditions of the customer also do not apply if we still have not disagreed again separately in the individual case.

2. Preparation obligations and obligations to co-operate of the customer

1. The customer must prepare the installation- resp. repair site in compliance with the accident prevention regulations which are respectively valid and other official safety regulations in a manner that we can start with the execution of the order without delay after arrival of our personnel. The customer must also provide technical auxiliary equipment as for example cranes, forklifts, etc. Plans or information which are required for the execution of the order must be forwarded to Weisser upon request in time before start of the work.

2. The customer must support the installation personnel at the execution of the installation at its own expense.

3. If the customer does not attend to its preparation obligations and to the obligations to co-operate, Weisser is authorized but not obliged to carry out the actions which are incumbent on the customer, in its place and at its expenses without prior notice. Otherwise our legal claims and rights remain unaffected.

3. Terms of installation and repair

1. Terms of installation and repair which are bindingly agreed are extended in the case of force majeure and other occurrences for which we are not responsible, as e.g. breakdowns of any kind, difficulties with regard to material procurement, strikes and lockouts, by the time of the duration of the interference plus an adequate starting period. This also applies if the customer does not meet its preparation obligations and its obligations to co-operate. Otherwise our legal rights remain unaffected. In all these cases the customer must bear the costs which were caused by the delay, unless the events according to clause 1 occur at Weisser, especially at our plant or at our suppliers.

2. If we default with the execution of the order we are only liable according to figure 8 of these conditions.

3. The assignment of our service personnel is carried out according to our choice, in particular with regard to the qualification of the individual employee related to the concrete subject matter of the contract. The personnel as well as tools which are possibly required shall only be called up if all preparations for the execution of the works are finished.

4. Acceptance

1. The customer is obligated to carry out the acceptance of the installation resp. repair as soon as he has been given notice of their termination.

2. The customer may not refuse the acceptance, if a defect he complained about is not significant and we expressly accept the responsibility for its removal.

3. If the acceptance is delayed for reasons for which we are not responsible or if it is refused by the customer contrary to figure 4.2, it is considered as occurred after expiry of three weeks since notification of the termination of the order.

4. With the acceptance our liability is omitted for the customer for known or for obvious defects, no matter for which legal ground, as far as the customer has not reserved the enforcement of a certain defect in the acceptance report. Our liability for intention remains unaffected.

5. Remuneration

1. The order is invoiced according to the currently valid field service rates of the contractor according to time calculation, if there is no other agreement in writing. All prices and rates of remuneration are net, if applicable plus statutory value-added tax.

Travel-and waiting times are considered as working time. After termination of the order, however at the end of each working week at the latest, the customer must acknowledge on the service order the working time required including potential waiting time. This certificate is binding for the customer.

Surcharges for overtime, weekend work and work on public holidays are invoiced. Overtime, night-, Saturday-, Sunday work and work on public holidays may only be provided by our personnel upon express request of the customer.

In case of work (at disassemblies / retrofits etc.) at very dirty machines we invoice a dirty work bonus. The accommodation allowances are invoiced per working day.

2. The travel costs of the service personnel (incl. the costs of transport and the transport insurance of the personal luggage, as well as of the tools carried along and of the tools dispatched) will be invoiced according to the expenses. This also possibly includes costs for visa as well as for required medical - or health examinations and insurances, furthermore dues, security services and other payments at the international traffic.

For lack of another agreement railway costs 2nd class (including surcharges) or costs for flights are invoiced. If a motor vehicle is used mileage allowance is invoiced according to the rates which are currently valid. The selection of the respective means of transport is incumbent on WEISSER as contractor.

If the accommodation is more than 2 km far from the site, the daily transportation expenses and daily transit times are invoiced as travel times.

3. Our assembly personnel is entitled to paid trips home on weekends in case of service work for several weeks. In case of international flights outside Europe separate agreements are made for paid in-between homeward journeys. If the assembly personnel does not make use of the homeward journey to which it is entitled in order to terminate the service work early, we invoice a surcharge per weekend.

4. For a requested remote diagnosis by the customer beyond the warranty a fee is required and this is invoiced according to our field service rates which apply. Our remote diagnosis personnel confirms the respective logins and logoffs at the machines.

5. Invoices for field service work are due immediately after invoice date strictly net, if not otherwise agreed in writing.

6. We reserve our right to change the field service rates at any time.

7. The set-off with or the retention due to counter claims of the customer are only admissible, if these are undisputed or established as final and absolute.

6. Reservation of title

1. We reserve the title of all parts we delivered and installed until all invoices for field service work and/ or repair invoices are completely paid.

7. Warranty

1. In case of a defective installation resp. repair the defects will be removed according to our choice by rectification or new execution. If these measures fail the customer can reduce the remuneration proportionally or withdraw from the contract. The customer is only entitled to claims for damages according to figure 8. Figure 4.4. remains unaffected.

2. The repair of a product we delivered does not lead to the renewing of a warranty obligation for this product which is already expired.

3. The warranty period is 12 months.

4. We do not issue any guarantee resp. warranty for spare parts which were installed by the customer.

8. Liability

1. Claims for damages – no matter for which legal ground – are excluded. This exclusion does not apply if intentional acts or grossly negligent acts are existent or if it is a matter of breach of essential contractual obligations from WEISSER.

2. Insofar as we are liable on the merits according to paragraph 1, the liability is excluded

a) for claims for damages due to failure of performance, insofar as replacement of consequential damages or subsequent damages is requested;

b) for damages which are not typical for the contract, foreseeable damages;

c) for damages which can be handled by the customer;

d) for damages insofar as they exceed the tenfold of the remuneration for the installation-resp. repair costs.

3. The preceding exclusions of liability and limitations apply to the same extent in favour of our legal representatives, other institutions, executive- or non executive employees or other vicarious agents.

4. Claims according to the product liability act or due to personal injuries remain unaffected.

9. Court of jurisdiction

Court of jurisdiction for all disputes from and in connection with the installation resp. repair is the domicile of the contractor, according to our choice also the domicile of the customer. Legal exclusive courts of jurisdiction remain unaffected.

10. Severability clause

If one of the preceding provisions should be ineffective – completely or partly – or a loophole is found in the contract, a regulation will take the place of the invalid provision or of the loophole which is adequate for both parties of the contract (which corresponds as close as possible to the intended loophole.)

II. Conditions for the delivery of spare parts

For all quotations and deliveries the following conditions exclusively apply, provided there are no other agreements made in writing.

1. Quotations and orders

Our quotations are non-binding. A conclusion of contract is only made with the written confirmation of the order. Verbal and telephone agreements only become legally valid if we confirm them in writing.

2. Prices

The prices are quoted ex works, packing excluded.

3. Terms of payment

The prices are quoted in Euro.

The payments are due:

a) within 14 days with 2% discount,

b) within 30 days strictly net, from date of invoice respectively.

4. Delivery time

The delivery time starts as soon as all details of the performance are clear and both parties agree on all terms and conditions of the business and refers to the completion in the plant.

Claims for damages due to delay in delivery are excluded in any case. Unforeseen events which are beyond our control resp. beyond the control of the subcontractor as well as force majeure extend the delivery time adequately. Partial shipments are allowed.

The mode of dispatch is left to WEISSER, if it is not prescribed particularly in the order.

Complaints can only be made at spare part deliveries or repairs within 10 days after receipt of the goods. For orders which were placed according to samples, the dimension and design mentioned in our order confirmation must still be checked. If we do not receive a contrary notice within 8 days, later complaints are excluded.

5. Transfer of risk

With the dispatch ex works the risk is transferred to the customer, also if delivery carriage paid was agreed.

Insurances against transport damages are only taken out upon request and at the expense of the customer.

6. Retention of title

The goods remain the property of WEISSER until they are completely paid.

7. Place of fulfillment and court of jurisdiction

The plant is place of fulfillment for payment and delivery. For all disputes resulting from the contractual relationship, the suit must be filed at the court responsible for the domicile of the supplier.

8. Return conditions

The deadline for returning goods is 8 days after receipt of the goods considering our return conditions.

Spare parts with a value below €100,00 are generally excluded from return.

Spare parts which were custom-made are basically excluded from return.

Returns can only be accepted by prior agreement and with the WEISSER order- resp. invoice number.

The return must be delivered carriage paid.

After inspection and approval by WEISSER the customer receives a credit note in consideration of our return conditions.

With the preparation of the credit note the goods taken back will completely become the property of WEISSER.

Freight costs which were invoiced cannot be cancelled, exclusively in case of a wrong delivery.

For the return WEISSER invoices a restocking fee of 10% of the net value of the goods and min. € 100,00.

In case of a wrong delivery and the like a restocking fee is not charged.

In addition the conditions of the VDMA resp. VDW apply.

Commerzbank Villingen-Schwenningen

Konto-Nr. 150 7490 00
(BLZ 694 400 07)
SWIFT: COBA DE FF 694
IBAN: DE14 6944 0007 0150 7490 00

Volksbank Villingen-Schwenningen

Konto-Nr. 30 0009 00
(BLZ 694 900 00)
SWIFT: GENO DE 61 VS1
IBAN: DE71 6949 0000 0030 0009 00

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