

General Terms and Conditions for Maintenance Services of Gläser GmbH, 72160 Horb, Germany

1. Subject matter of the contract

- 1.1. The Contractor undertakes to carry out maintenance on the machine in accordance with the offer at the following intervals:
once a year

2. Services of the contractor

- 2.1. Scope of use as described in the attached offer.
2.2. The Contractor shall perform the maintenance services specified in the offer on the subject matter of the contract at the agreed place of performance within the period specified in Section 6 of the GTC for Maintenance Services, taking into account the exceptions specified in Section 3. The place of performance corresponds to the delivery address in the contract.
2.3. The Contractor shall decide on the type and scope of the services to be performed.
2.4. Unless otherwise agreed in the offer, the scope of services includes the performance of prescribed maintenance.
2.5. All machines and components to be serviced must be freely accessible.

3 Excluded services of the contractor

The Contractor's service does not include:

- Maintenance, care and cleaning of the machine in accordance with the maintenance instructions provided by Gläser GmbH, which can be obtained from operating personnel on an ongoing basis,
- Operating materials,
- the disposal of operating materials,
- Elimination of damage caused by operating materials, equipment and attachments not approved by the manufacturer as well as improper operation, e.g. due to overloading or operating or maintenance errors by the client's personnel,
- Elimination of damage caused by intentional or negligent actions on the part of the client,
- necessary conservation work or inspections before decommissioning and storing the machine,
- Liability for defects and other liability for products provided by the client,
- Inspection, maintenance or repair work on components that are subject to normal wear and tear, as well as
- Transportation costs for spare parts,
- Repair work,
- Modifications to machines
- Fault services,
- The above work, which is not included in the scope of the maintenance contract, shall be carried out by the Contractor, after independent commissioning by the Client, on an hourly basis and according to time and effort at the Contractor's applicable rates.

4 Obligations of the client to cooperate

- 4.1. The client is obliged to notify of any change of location or sale of the machine. The agreed maintenance fee shall then be jointly redefined. If no agreement is reached, there is an extraordinary right of termination.
4.2. If the Client discovers defects, abnormal noises or similar during operation, the Contractor must be informed immediately. For reasons of operational safety, the Contractor may demand an immediate shutdown until the damage has been precisely determined.
4.3. The client must make the machine available for servicing during normal working hours and in a clean condition.
4.4. The client shall be responsible for the care of the equipment and service personnel.
4.5. The Client shall provide electricity, equipment, water, air, lifting gear, industrial trucks and other aids free of charge at the Contractor's request for the performance of the service.
4.6. The client shall provide a qualified assistant at its own expense to support the work, if necessary.

5. Price and payment

- 5.1. The Contractor shall receive a lump-sum payment for the services described above, as set out in the offer.
5.2. The flat rate includes
 - a) Personnel costs for maintenance,
 - b) Material costs.Additional services as well as staff travel expenses and travel times shall be remunerated separately.
5.3. If maintenance has to be interrupted for reasons for which the Contractor is not responsible, the corresponding additional costs (in particular travel costs for a second journey) shall be charged additionally.
5.4. The Contractor reserves the right to redefine the amount of the maintenance fee after expiry of the minimum contract term. Written notification of an increase shall be sent six weeks before the end of the term and, if no objection is raised, shall come into force at the beginning of the new term.
5.5. Maintenance shall be carried out during normal working hours (8.00 h - 17.00 h). For work outside these working hours, provided the Contractor agrees to this, as well as for waiting times for which the Contractor's personnel are not responsible, the Client shall bear the associated additional costs.

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6 Start and duration of the contract

- 6.1. The contract shall enter into force upon delivery of the machine. The contract has a term of at least 3 years. It shall be extended by a further year in each case if it is not terminated by one of the two partners three months before expiry. In addition, the contract can be terminated by the contractor in writing with three weeks' notice if the scheduled payments are not made in accordance with the contract.
- 6.2. The contract shall end prematurely if the device is transferred to a new user within the term of the contract. This shall not apply if the device is transferred to a legal successor of the client.
- 6.3. The Contractor shall have an extraordinary right of termination if
- the device is used outside the intended place of use without its consent
 - due payments are not made after a reminder,
 - the client or third parties make changes to the device that have not been approved by the manufacturer without the manufacturer's written consent,
 - the client fails to fulfill its contractual obligations due to gross negligence or willful misconduct.

7 Temporal fulfillment

- 7.1. The Contractor shall notify the Client of the exact date of performance no later than 10 working days in advance, unless a specific date has been agreed between the contracting parties.
- 7.2. If it is not possible for the Client to carry out the work on the scheduled date, the Contractor must be notified of this at least 3 working days in advance. In the event of late notification, the costs incurred by the Contractor shall be due in full if the technicians could not be deployed elsewhere at the scheduled time, unless the Client can prove lower costs.

8 Warranty, claims for defects and liability

- 8.1. All faults and damage to the machines occurring after acceptance of the maintenance must be reported to the Contractor immediately. The Contractor's liability shall be limited to defects in maintenance which were not recognizable at the time of acceptance, which are demonstrably attributable to a fault of the Contractor and which were reported within a period of eight days after acceptance by the Client. The Contractor shall be liable for such defects to the exclusion of any further claims in such a way that it remedies the defects by rectifying them free of charge. Furthermore, the Contractor shall be liable for damage caused by the Contractor, its agents or assistants during the contractual inspection of the machines listed in the offer within the scope of its liability insurance. Consequential damage is excluded.
- 8.2. The Client may not assert any further claims for compensation against the Contractor beyond the claims granted to it in these provisions, in particular no claims for damages, including non-contractual liability, or other rights due to any disadvantages associated with the maintenance service, irrespective of the legal grounds on which it relies.

9. Statute of limitations

The Client's claims for defects and liability lapse after 12 months, beginning with the acceptance of the respective service. If acceptance is delayed through no fault of the Contractor, acceptance shall be deemed to have taken place seven calendar days after completion of the respective maintenance service.

10. Additional components

- 10.1 Subsidiary agreements or other additional agreements to this contract must be confirmed in writing.
- 10.2 Offer
- 10.3 The General Terms and Conditions of Delivery and Service of Gläser GmbH, D-72160 Horb shall apply, available at <http://www.glaeser-gmbh.de/de/agb.html>.

German law apply exclusively.

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