



**General Terms and Conditions for Repair, Maintenance and Installation Work of  
Römheld GmbH Friedrichshütte and Hilma-Römheld GmbH  
-as of March 2021-**

## 1. General

These General Terms and Conditions for Repair, Maintenance and Installation Work shall be applicable for all current and future business relationships between Römheld GmbH and/or Hilma-Römheld GmbH ("Contractor") and the Client ("Purchaser"), to the extent the Client is an entrepreneur in terms of § 14 BGB [German Civil Code].

Changes or amendments must be in the written form. Deviating, contradicting or supplementary General Terms and Conditions shall not become an integral part of any contract, even if known, unless their applicability is explicitly agreed to in writing.

The unconditioned delivery of goods and performance of work performance or acceptance of payments by us shall not be deemed as recognition of deviating conditions.

If required for business purposes, we shall be entitled to store and process our Clients' data by means of computer systems in accordance with data protection laws (in particular § 28 BDSG [Federal data privacy act]).

## 2. Term definitions

- ❖ Contract shall mean the agreement concluded between the parties (usually in written form) on the maintenance work (inspection/repair) to be performed by the Contractor, including amendments to such agreement, if any.
- ❖ Object of repair, maintenance and/or installation shall mean the identified products on which work is to be performed.
- ❖ In writing shall mean any document or letter, fax, e-mail or transmission in another form agreed upon by the parties, signed by the parties in their presence.

## 3. Scope of repair, maintenance and/or installation work

The Contractor shall undertake to carry out repair, maintenance and/or installation work on the product in the contractually agreed scope. Should the relevant product not be the sole property of the Client, the Client shall inform the Contractor on this in writing when placing the order. The Client shall have obtained the (co-) owner(s)'s previous written consent for the work performance and release the Contractor from any claims resulting from not obtaining such consent. Upon commencement of the contract, the Client shall notify the Contractor in writing on any changes in the property relations.

## 4. Maintenance work

Maintenance work shall be performed at the contractually agreed times. In lack of deviating agreements, maintenance work shall comprise:

- ❖ Inspection of the conditions of the object to be maintained
- ❖ Functional check
- ❖ Procurement and replacement of worn parts
- ❖ Cleaning and lubrication as required

In consultation with the Client, the Contractor shall decide on whether any activities should reasonably be performed on site or in the Contractor's workshop.

## 5. Repair work

Repair work shall be performed for the purpose of remedying functional failures. In lack of deviating agreements, repair work shall comprise: Fault finding

- ❖ Fault remedy
- ❖ Procurement and replacement of defective parts
- ❖ Functional check

In consultation with the Client, the Contractor shall decide on whether any activities should reasonably be performed on site or in the Contractor's workshop.

## 6. Installation work

Installation work shall be performed for the purpose of commissioning, completion or the modification of products. In lack of deviating agreements, such work shall comprise:

- ❖ Procurement/provision of required components
- ❖ Product modification
- ❖ Functional check

In consultation with the Client, the Contractor shall decide on whether any activities should reasonably be performed on site or in the Contractor's workshop.

## 7. Contractor's report

The Contractor shall prepare a written report on the Contractor's findings and the measures taken. The Contractor shall provide the Client with a copy of the report upon completion of any activities, each. This report shall be prepared in German.

## 8. Components to be used

Unless agreed upon otherwise, the Contractor and the Client shall exclusively use parts and components by the original manufacturer or parts of appropriate quality for performing maintenance, repair and/or everyday inspection work on the product.

## 9. Performance of work, term for completion

Any term indicated for completion of work shall only be binding if explicitly agreed upon as binding in written form.

Work shall be deemed completed if the relevant system is ready for use by the Client and/or for a test run. The Contractor shall be entitled to claim an extension of the binding term for completion, if

- ❖ the Client places additional orders which are accepted by the Contractor;
- ❖ the parties agree upon an extension of the order;
- ❖ a reason pursuant to item 26 is given;
- ❖ the Client does not meet one of its obligations; and this causes a delay in the contract performance.

## 10. Work conditions

The Client shall ensure that work does not have to be performed under hazardous conditions or conditions representing a health risk. The Client shall take any measures to protect the Contractor's staff against safety or health risks. The Client shall ensure that the Contractor's staff has been informed on any safety provisions applicable at the work location. Unless agreed upon otherwise, the Client shall assist the Contractor at the Client's own expense; the Client

❖ shall provide a sufficient number of skilled and unskilled assistant workers employed by the Client for the duration of the repair work if the Contractor considers this necessary for performing the relevant repair work shall carry out any construction, bedding and scaffolding work reasonably required for contract performance.

❖ provide any hoists, heavy tools and other devices reasonably required for contract performance.

❖ provide for heating, lighting, consumables, energy, water, compressed air including the required connections, as reasonably required for contract performance.

❖ provide the Contractor's staff with suitable equipment - including sanitary facilities and First-Aid equipment.

❖ provide the Contractor's staff with lockable, dry rooms as required for storing tools and equipment.

Should the Client not meet these obligations for the provision of assistance, the Contractor - after setting a deadline - shall be entitled, but not obliged, to perform the assistance to which the Client is obliged to itself or have it performed by third parties at the Client's expenses. In addition, the Contractor's statutory rights and claims shall remain unaffected. The Contractor shall inform the Client on any particular risks which may result from maintenance work.

## 11. Technical documentation

The Client shall provide the Contractor with any technical documentation in the Client's possession (e.g. up-to-date drawings, descriptions, tables and instructions), which is required for the performance of the work agreed upon. The Contractor must not use such documentation for any other purpose than contract performance.

## 12. Access to object of repair, maintenance and/or installation, working time

The Client shall ensure that the Contractor may access the object of repair, maintenance and/or installation at the time agreed and/or notified. Unless agreed upon otherwise, work shall be performed during the Contractor's ordinary working hours.

## 13. Acceptance testing

The Contractor shall notify the Client as soon as work is com-

pleted ("work completion"). The Client shall check the work completed immediately and perform any test required. Upon completion of checks and/or tests, the Client shall accept the work if the Client deems it satisfactory. The Client shall not be entitled to refuse acceptance due to minor defects not affecting the system's operation. Should acceptance be delayed for reasons beyond the Contractor's responsibility, the work completed shall be deemed accepted upon expiry of one week after notification of work completion.

## 14. Delay by the Client

The Client shall inform the Contractor immediately, if the Client is not able to have any work performed by the Contractor at the time agreed and/or notified. Regardless of the reasons for such delay, the Client shall reimburse the Contractor for any additional cost incurred by the latter due to the delay.

## 15. Delay by the Contractor

Should the Contractor not perform the work at the time agreed and/or notified and should such delay not be in the Client's responsibility, the following provisions shall be applicable:

- ❖ In case of delayed maintenance work, the Client shall set a final deadline for the Contractor to perform the relevant maintenance work.
- ❖ In case of delayed repair and/or installation work, the Client shall be entitled to perform the work itself or have it performed by third parties after appropriate written notice to the Contractor.

If the Contractor is responsible for the delay, the Contractor shall reimburse the Client for any additional cost incurred by the Client in connection with the above-mentioned work. In any case, the Contractor shall reimburse any amount received in advance of any maintenance work. In addition, there shall not be any claim for compensation for delays in the Contractor's responsibility.

## 16. Payments for installation, repair and maintenance work

Unless agreed upon otherwise, any work performed by the Contractor shall be invoiced in accordance with the time expended. The Contractor's invoice for inspection and repair work shall include a list of the following separate items:

- ❖ Working time expended
- ❖ Time and expenses for travel, accommodation, board and transport
- ❖ Payments for spare parts
- ❖ Payments for other materials and components used

❖ Waiting times and overtime work in the Client's responsibility  
The invoice amounts for each item shall correspond to the rates and prices usually charged by the Contractor. Such usual rates and the existing price lists shall be provided to the Client by the Contractor upon request. The amount indicated shall be exclusive of taxes (in particular VAT) and duties imposed on the invoice amount in the Client's country.

## 17. Cost estimates

Upon the Client's request, the Contractor shall submit a cost estimate after fault diagnostics, however prior to starting any activities. Such estimate shall be non-binding, however the Contractor shall inform the Client immediately if it becomes evident that the final price will exceed the cost estimate by over 20 %. Should the Client - after receipt of the cost estimate or the information mentioned above - decide not to take any further steps, the Client shall nevertheless be obliged to reimburse the Contractor for any work already performed.

## 18. Payments, default charges

Unless agreed upon otherwise, payments shall be made as invoiced within 14 days from the date of invoice. Pursuant to § 286 para. 2 no. 2 BGB, the Client shall be in default if payments are not made 14 days after (partial) work performed at the latest. The interest rate shall contractually be agreed upon. Unless agreed upon otherwise, the Contractor shall be entitled to claim default interest in an amount of 8 % above the relevant base. The Contractor shall reserve the right to prove and assert higher damage caused by delay.



### 19. Reservation of title

Until receipt of any payments to be made under the contract, the Contract shall reserve the title to any accessory, spare and replacement parts used to the extent permissible in accordance with the legislation of the country where the system is located. Such reservation of title shall be extended to any claims by the Client acquired by the Client against third parties due to a resale of the relevant object, if any. Claims shall be assigned in the amount of the gross invoice value. The Client shall assign such future claims to the Contractor by way of security at the time of occurrence. The Contractor shall accept such assignment. Should the product maintained, repaired or installed be part of another object, and should the property in such product have perished or perish by installation, the Contractor shall acquire coproperty in the proportion of the purchase value (in relation to the Client) of the object(s) repaired, maintained and/or installed to the total value of the object whose property has perished (main object). This shall extend to all claims acquired by the Client by reselling the main object. The Client shall assign any claims (in the proportion of the value of the perished portion(s) to the main object) resulting from resale to the Contractor. The Contractor shall accept such assignment. In case of attachment, seizure or other disposals or interventions by third parties, the Client shall notify us immediately. In case of violations of obligations by the Client, in particular in case of delayed payments, the Contractor shall - after unsuccessful expiry of a reasonable deadline set for remedy - be entitled to withdraw from the contract and take back the accessory, spare and replacement parts used; statutory provisions regarding the dispensability of a deadline remain unaffected. The Client shall be obliged to surrender the said parts.

### 20. Defects liability

Should the Contractor not have performed the stipulated work properly, or should any part delivered by the Contractor in accordance with the contract be defective, the Contractor shall remedy such defect immediately at the Contractor's own expense upon receipt of a notice pursuant to item 22 or after detecting the defect itself.

### 21. Claims for defects

After acceptance of work pursuant to item 13, the Contractor shall be liable for defects in the Contractor's work with exclusion of all other claims by the Client notwithstanding items 22 and 23 to the effect that the Contractor has to remedy any defects. The Client shall immediately inform the Contractor on any defect detected in writing. In its complaint, the Client shall fix a reasonable deadline for the remedy/repair of defects by the Contractor. The Contractor shall not be liable for remedy if the defect is negligible for the Client's interests or is due to a fact in the Client's responsibility. In case of, for instance, modifications or repair work improperly carried out by the Client or third parties without the Contractor's previous approval, the Contractor's liability for any resulting consequences is cancelled. Only in urgent cases of risks for the operational safety and to avoid disproportionately high damage - where the Contractor shall be notified immediately, or if the Contractor - in consideration of legal cases of exceptions - has allowed the set deadline for defects remedy to expire inefficiently, shall the Client be entitled to remedy defects itself or have them remedied by third parties and subsequently request compensation for the cost incurred from the Contractor in accordance with statutory regulations. Of the direct cost incurred by defect remedy, the Contractor shall bear - if the complaint should prove to be justified - the cost of disas-

sembly and installation as well as the cost of assigning technicians and assistant staff as required, including travel expenses, unless this results in a disproportionate charge on the Contractor.

### 22. Abatement and withdrawal

Should the Contractor - in consideration of statutory exceptions - allow any reasonable deadline set for remedy to expire inefficiently, the Client shall have the right to reduce the contract price in accordance with statutory regulations. Only if it can be proved that the relevant work is not of interest to the Client despite a reduction in price, the Client may withdraw from the Contract. Other claims are exclusively determined by item 23 sentence 3 of the present Terms and Conditions.

### 23. Contractor's liability and exclusion of liability

1. If a component for installation or repair work as supplied by the Contractor is damaged through the Contractor's fault, the Contractor shall repair such component or deliver a new one at the Contractor's discretion.
2. If, through the Contractor's fault, the object installed or mounted in course of repair work cannot be used by the Client in accordance with the contract due to any omitted or incorrect provision of proposals or consultation as well as other ancillary obligations - in particular operation and maintenance manuals for the object provided - prior or after contract execution, the provisions of items 21, 22, and 23 para. 1 and 3 shall be applicable accordingly with exclusion of any further claims by the Client.
3. For damage not occurred on the installed object or the object mounted in course of repair work itself, the Contractor shall only be liable
  - a) in case of wilful intent;
  - b) in case of gross negligence on the part of the owner/the bodies or executives;
  - c) in case of non-accidental injuries to life, body or health;
  - d) in case of defects fraudulently concealed;
  - e) under a guarantee;
  - f) to the extent liability is applicable for personal injuries or damage to privately used property in accordance with the product liability law.

Otherwise, liability for lost profit, loss of production or other financial losses on the part of the Client is particularly excluded. To the extent the Contractor's contractual liability is excluded or limited, this shall also apply to the personal liability of the Contractor's employees, representatives and agents. The above limitation of liability shall not be applicable.

Should the Contractor negligently violate a major obligation of the contract, the liability to pay compensation for damage to property is limited to the typically resulting damage. Major obligations of the contract are those which provide the Client with legal positions especially to be ensured by the contract in accordance with its contents and purpose, and those whose fulfilment allows the proper contract performance in the first place and on whose compliance the Client regularly relies and may rely. Apart from this, the Contractor's liability to pay compensation is excluded. The assignment of the Client's claims as set out in items 21 through 23 is excluded.

### 24. Limitation

Unless agreed upon otherwise, any claims by the Client - for which legal reasons whatsoever - shall expire by limitation after 12 months. Claims for damages pursuant to item 23 para. 3 letters a) through f) shall be subject to statutory limitation periods.

Should the Contractor perform repair, maintenance and installation services on a building and cause this building's deficiency by doing so, statutory limitation periods shall be applicable, too.

### 25. Limitation of damage and compensation by the Client

Could deficient work by the Contractor or a deficient component delivered by the Contractor cause damage, the Client shall immediately take any action to prevent or reduce such damage. The Contractor shall indemnify the Client from the cost incurred by such action.

Should any equipment or tools provided by the Contractor be damaged or get lost at the location of installation without the Contractor's fault, the Client shall be obliged to pay compensation for such damage. Damage due to normal use and wear shall not be considered.

### 26. Force majeure

Each party shall be entitled to suspend performance of its contractual obligations if performance is impossible or inadequately aggravated due to resulting conditions.

Labour conflicts and any events independent of the parties' will, e.g. fire, war, general mobilization, riots, requisition, seizure, embargo, restrictions in energy supplies as well as deficient or delayed deliveries by subcontractors due to the events mentioned in this item. An event covered by this item, occurring prior or after contract execution, shall only entitle any party to suspend the performance of contractual obligations to the extent its effects were not foreseeable upon contract execution. Any party pleading force majeure shall immediately inform the other party in writing on the start and end of such an event. Regardless of any effects set out in these General Terms and Conditions, any party shall have the right to terminate the contract by written notice to the other party, if the suspension of contract performance in accordance with this item continues for over six months.

### 27. Assignment, subcontracting

None of the parties shall be entitled to assign claims from this contract to third parties. The Contractor may, however - upon previous written notification to the Client - sublet the performance of work to a third party. The Client shall be informed of the subcontractor's identity. Such subcontracting shall not affect the Contractor's obligations in any way.

### 28. Place of performance, venue, choice of law

If the Client is a businessman, corporate body under public law or a special fund under public law, the venue - depending on the amount in controversy - shall be the district court of Giessen or the regional court of Giessen; the Contractor, however, shall also be entitled to institute proceedings against the Client at the Client's place of business. Unless something different results from the order confirmation, the Contractor's place of business shall be the place of performance.

The contractual relationship shall exclusively be governed by German law with exception of the Vienna - UN - Convention on Contracts for the International Sale of Goods and related codes referring to other legislations. Should one or more provisions of these General Terms and Conditions for Repair, Maintenance and Installation Work be partially or entirely invalid, the validity of the remaining provisions shall remain unaffected. In this case, a substitute clause shall be applicable, which comes legally and economically as close to the original provision as possible.