

General terms and conditions for services

I. Preface

1. Services within the meaning of these conditions are repairs, maintenance work, corrective maintenance work, process optimization, service and inspection work for machinery and systems from the customer's assets.
2. Our services are exclusively based on the following conditions. We shall not accept conditions of the customer which contradict to or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply in the event that we implicitly perform our service while being aware of the customer's contradictory conditions or conditions that deviate from our terms and conditions.
3. Our terms and conditions shall only apply to entrepreneurs within the meaning of Section 310 Subsection 1 BGB [German Civil Code].

II. Conclusion of a contract

1. Our offers are non-binding unless they are expressly identified as binding or contain a certain term of acceptance.
2. The conclusion of a contract for the provision of services within the meaning of I. Paragraph 1. is effected by the customer signing and returning our offer to us or by our written order confirmation.
3. If additional services are assigned during the performance of our services, an extended offer is to be drawn up. In this case the amended written order confirmation is decisive.
4. The information contained in a brochure or our Internet presence is only binding to the extent that it is expressly designated as binding.
5. All agreements made between us and the customer for the purposes of the execution of this contract are set down in writing in the contract and these terms and conditions.

III. Period of work, work delays

1. The information on the work periods is based on estimates and non-binding. The start of the work period requires the clarification of all technical issues.
2. Compliance with the work periods also requires the timely and proper fulfilment of the customer's obligation, such as the payment of agreed down payments.

3. Fixed dates require explicit agreement and our written confirmation. The customer can only request the agreement of a binding deadline, which must be identified as binding, if the scope of the work is precisely defined and no special circumstances arise.
4. The binding deadline is met if the machine or system is ready to be accepted by the customer by the expiration of the term. If the contract provides for a test, the deadline is met if this test can be performed by the expiration of the term.
5. In case of additions or extensions to the order or if additional work becomes necessary, the agreed deadline is extended accordingly.
6. If the work is delayed due to measures in the context of labour disputes, in particular strikes and lockouts, as well as the occurrence of circumstances beyond our control, an appropriate extension of the time limit shall ensue.

IV. Compensation

1. The agreed compensation for our services include all labour costs and non-wage labour costs. Costs for equipment, replacement and wear parts are not included. Our daily rates are based on a regular working time of 8 hours per day. Overtime hours are invoiced separately.
2. Accommodation expenses are included in the agreed compensation, just like travel costs as well as the normal air fare. Fees for changes in booking and/or cancellation costs for flights are invoiced together with the presentation of the invoice plus a surcharge of 10%. Together with the presentation of the invoice we charge a surcharge of 50% for international flights if the planned installation time is less than five days. The same applies to national flights that are booked within 24 hours prior to departure at the customer's instigation.
3. In non-German and non-English-speaking countries the costs for an interpreter are billed, unless the customer provides a translator/interpreter.
4. The prices for the compensation are always net prices plus the respectively applicable value-added tax, thus currently 19%.

V. Terms of payment / default

1. Unless otherwise stated in the order confirmation, the remuneration is due without deduction within 14 days from the invoice date. When payment is made within 7 days, we grant a 2% discount. For the timeliness of the payment the payment receipt on our account is decisive.
2. The statutory provisions apply to the default of payment. Interest at the respectively applicable interest rate for default shall be paid on the invoice price during the default. We reserve the right to assert further claims for damage caused by delay.
3. We shall be entitled to charge payments against their older debts, in spite of differing provisions of the customer. If costs and interest have already been incurred, we are entitled to count the payments towards the costs first, then towards the interest and lastly towards the main claim.
4. If invoices are addressed to a third party at the client's instructions, the customer remains liable to pay until the relevant invoice has been fully settled. Changes of address, which are made at the request of the client after the invoice has been issued, will be invoiced with a flat rate of EUR 10.00 plus the relevant value-added tax. The customer is entitled to prove a lower damage.

VI. Offsetting and retention

The customer shall only be entitled to offset rights if their counterclaims have been determined without further legal recourse, are undisputed or acknowledged by us. In addition, the customer is entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

VII. Acceptance

1. The customer is obligated to accept our services as soon as they have been notified of their completion and a test of the object that is possibly stipulated in the contract has taken place. The acceptance may only be refused if there is a material defect that is also not due to a circumstance that the customer is responsible for.
2. Regarding open defects our services are regarded as fulfilled in keeping with the order if the customer does not raise reasoned objections in writing within 14 days of the provision of the services, however, no later than upon putting them into use. Time, nature and scope of the defect must be described in detail.

VIII. Reservation of title

1. We reserve the right to ownership of all accessories, spare parts and replacement devices used until all payments under the contract have been received.
2. As long as the reservation of title subsists, we shall be entitled to withdraw the object of purchase in the event of a breach of contract by the customer, in particular in the event of a delay in payment, after setting an appropriate deadline. The customer is then obliged to surrender the object of purchase.

IX. Exclusion of warranty

1. A warranty obligation on our part does not exist if the defect is irrelevant to the customer's interests or is due to a circumstance attributable to the customer.
2. In the case of changes or repair work that is carried out improperly by the customer or third parties without our prior consent, our liability for the resulting consequences is voided.

X. Liability / Disclaimer

1. We are not liable for breaches of duty, with the following restrictions.
2. We are liable for damages resulting from injury to life, body or health resulting from intentional or negligent breach of duty on our part, or intentional or negligent breach of duty by a legal representative or subcontractor.
3. We are liable for other damages resulting from intentional or reckless breach of duty on our part, or intentional or reckless breach of duty by a legal representative or subcontractor.
4. We are liable for any negligence in the case of infringement of essential contractual obligations. However, the liability is limited to the amount of the typical, foreseeable damage, provided that no gross negligence or intent is present. Even if this is the case, we shall, however, not be liable for lost profit.
5. We do not accept any liability for spare parts, equipment, consumables or the like provided by us.
6. The foregoing limitations of liability and exclusions do not apply to claims which should have arisen, for example, due to malicious conduct on our part as well as in case of a liability for guaranteed performance characteristics and for claims under the Product Liability Act.
7. The foregoing limitations of liability and exclusions also apply to or in favour of our staff, employees, representatives and subcontractors.
8. Liability for consequential damages, in particular damages caused by business interruption or loss of profit, is excluded, unless a liability is mandatory by law.

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XI. Statute of limitations

All claims of the customer - for whatever legal reasons - expire after 12 months. This does not apply to claims of the customer pursuant to X. Paragraph 2, 3, 4 and 6. Here the statutory deadlines remain in force.

XII. Applicable law, Jurisdiction

1. All legal relations between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany, which is applicable to the legal relations between domestic parties with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2. If the customer is a merchant, our place of business is the place of jurisdiction. However, we are also entitled to sue the customer at their place of residence.

XII. Written form, Severability clause

1. There are no verbal side agreements. Amendments and additions to this contract require the written form. This also applies to a change in the requirement for the written form. Communications by fax or e-mail shall be deemed to be in writing.

2. Should individual provisions of the contract be or become invalid, the validity of the remaining contract shall remain unaffected. The same applies if a gap in the contract should become apparent. In place of the ineffective regulation or for the filling of the gap, an appropriate regulation shall take place which, as far as legally possible, comes closest to what the contracting parties intended or intended according to the meaning and purpose of the contract provided they had considered this point.

Zell a. H., April 2017