

General Terms and Conditions for repair works by Herbert Geissler GmbH

§ 1 Scope of application

These Repair Terms and Conditions (hereinafter: "our GTC") shall apply to the provision of repair services in accordance with the contract concluded between us and the customer.

(1) Our General Terms and Conditions shall apply exclusively, we do not accept any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we perform the repair services without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our General Terms and Conditions.

(2) Our General Terms and Conditions shall apply both to private consumers and to entrepreneurs, unless a differentiation is made in the respective clause.

§ 2 Placing of order / cost estimate / warranty repairs

Repairs shall only be carried out after conclusion of a repair contract, which shall be concluded in accordance with the following provisions. Verbal agreements are invalid.

(1) We shall issue an order confirmation in writing or in text form for the device sent in. Upon receipt of the order confirmation by the customer, the repair order shall be deemed to have been placed, including the repair terms and conditions of Herbert Geissler GmbH.

(2) At the request of the customer, we shall prepare a written cost estimate of the **expected** repair costs for devices that have not been disassembled or have only been partially disassembled, which shall be subject to a charge for the customer and shall not be binding for us. We shall inform the customer in advance of the charge incurred by us for the preparation of a cost estimate in a separate communication.

(3) Warranty repairs will only be carried out upon presentation of a valid purchase receipt and, if available, a fully completed warranty card. In this case, the manufacturer's warranty conditions apply. If repair orders are placed directly by the manufacturers for devices that have been handed over to them by their customers for repair under a warranty, the manufacturers, as our sole contractual partners, shall pay the repair invoice regardless of whether or not the repair is covered by the warranty in the relationship between them and their customers.

§ 3 Repair

(1) If the customer decides after submission of a cost estimate that a repair order is not to be executed, he must determine whether the devices are to be scrapped or returned to the customer unprocessed. If the customer decides in favour of scrapping, he will be charged an administrative fee in the amount indicated in the order confirmation or in the cost estimate. If the devices are handed out to the customer or sent back to the customer, the examined devices need not be restored to its original condition, if it is economically and technically unreasonable to do so or intervention in the devices is necessary in order to prepare a cost estimate. In the event that the devices are returned, we shall be entitled to charge the customer for the packaging costs and the shipping company shipping costs for the return transport.

(2) If a cost estimate has been prepared and a repair contract has been concluded, we shall immediately interrupt the repair work, if the repair costs stated in the cost estimate are exceeded by more than 20% and shall immediately inform the customer of this and of the further costs likely to be incurred. The customer may then terminate the repair contract in writing or in text form. In this case, we shall be entitled to pro rata remuneration in accordance with the work already performed. If the

customer does not terminate the repair contract, but instead decides to continue the repair, we shall only continue the repair after issuing a new written order.

(3) If it becomes apparent during the repair work that the repair is impracticable, we shall also immediately interrupt the repair work and inform the customer thereof without delay. In this case, the customer shall bear the costs incurred by us to date, in particular the costs for the futile search for errors, unless the impracticability of the repair falls within our area of responsibility and risk.

§ 4 Time of performance

If deadlines for performance or completion have been specified by us and made the basis for placing the order, such deadlines shall be extended in the event of strikes and cases of force majeure for the duration of the delay.

§ 5 Acceptance / Dispatch

(1) After completion of the repair work, we shall request in writing or in text form, customers to collect the devices of repair, unless otherwise agreed and provided that section (2) does not apply. Acceptance of the object to be repaired shall in this case be effected by the customer collecting the device to be repaired from us without delay.

(2) At customer's request, which shall be made in writing or in text form, the object of repair shall be shipped at customer's expense to another destination specified by customer. In this case, packaging and shipment shall be carried out at the expense and risk of the customer. At the written request of the customer, we shall insure the devices object to be repaired against transport damage and loss at the customer's expense, insofar as this is possible at reasonable expense. Any transport damage shall be reported by the customer to the shipping company without delay.

§ 6 Terms of payment

(1) The remuneration is to be paid after completion of all services and after issuance of the invoice within fourteen days and without discount, unless otherwise agreed. The legal regulations concerning the consequences of default in payment shall apply.

(2) Should the customer require the object of the order to be sent in accordance with § 5 No. (2), payment shall be made on a cash-on-delivery basis, unless otherwise agreed.

(3) The customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed, have been acknowledged by us in writing or are synthetically linked to our main claim. Insofar as the customer is an entrepreneur, a right of retention shall be excluded unless the customer's counterclaim arises from the same contractual relationship and is undisputed or has been finally determined by a court of law.

§ 7 Lien / Default of Acceptance

(1) The contractor's lien under § 647 of the German Civil Code (BGB) shall also extend to claims arising from earlier work performed and other services rendered on the object subject to the lien. It shall also apply to other claims arising from the business relationship, insofar as these are undisputed or have become res judicata.

(2) If the customer does not collect the device to be repaired from us at the latest two weeks after he has received the request to collect, or if the dispatch of the delivery is delayed at the request of the customer by more than two weeks after the agreed delivery date or, if no exact delivery date was agreed, after notification of readiness for dispatch, we shall be entitled to charge a flat-rate storage fee for each month (if necessary pro rata temporis) in the amount of 0.5% of the price of the object to be delivered, but not more than 5%. The customer shall be entitled to prove that we have not

incurred any damage or that the damage incurred is significantly lower. We shall be entitled to prove that a higher damage has been incurred.

(3) If the customer does not collect the device of repair from us within six months of receiving the request to collect, or if the shipment of the delivery is delayed at the customer's request by more than six months after the agreed delivery date or, if no exact delivery date was agreed, after notification of readiness for shipment, the obligation on our part to continue to store the device of repair shall lapse. In this case, we shall no longer be liable for slightly negligent damage to the device of repair. The customer shall be sent a notice of sale one month before the expiry of this period. After expiry of this period, we shall be entitled to sell the device to be repaired at its market value to cover our claims and other costs. Any additional proceeds shall be reimbursed to the customer.

§ 8 Liability for defects

(1) For any defects we provide warranty by rectification of defects. If the rectification fails, the statutory provisions shall apply. This shall also apply if we seriously and finally refuse to remedy the defect.

(2) Claims for defects shall not exist in the event of natural wear and tear or damage occurring after handover to the customer or to the carrier as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials or due to special external influences which are not assumed under the contract.

(3) The customer shall not be entitled to rescind the contract if the breach of duty is insignificant.

(4) The aforementioned claims for defects for repairs carried out at cost shall be subject to a limitation period of one year. This shall not apply insofar as claims for damages due to defects are concerned § 9 shall apply to claims for damages due to a defect.

(5) The customer shall not receive any guarantees in the legal sense from us. In the event of a warranty repair (§ 2 para. 4), the warranty period granted by the manufacturer shall not be extended for the Customer.

§ 9 Liability for Damages

(1) Our liability for breaches of contractual obligations and for tort shall be limited to intent and gross negligence. This shall not apply in the case of injury to life, body and health of the client, claims for breach of cardinal obligations, i.e. obligations arising from the nature of the contract and the breach of which endangers the achievement of the purpose of the contract, as well as compensation for damage caused by delay (§ 286 BGB). In this respect, we shall be liable for any degree of fault.

(2) The aforementioned exclusion of liability shall also apply to slightly negligent breaches of duty by our vicarious agents.

(3) Insofar as liability for damages not based on injury to the life, body and health of the customer is not excluded for slight negligence, such claims shall become statute-barred within one year beginning with the origin of the claim or, in the case of claims for damages due to a defect, from acceptance of the work.

(4) Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives, other agents and vicarious agents.

§ 10 Limitation of own claims

Notwithstanding § 195 BGB, our claims for payment of wages shall become statute-barred after five years . With regard to the beginning of the limitation period, § 199 BGB shall apply.

§ 11 Retention of title

Insofar as accessories and spare parts installed by us have not become essential components of the object to be repaired, we reserve title thereto until full payment of our remuneration for the work. The accessories and spare parts subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claim. The customer shall notify us immediately in writing or in text form if the goods belonging to us are seized.

§ 12 Final Provisions

- (1) The contractual relationship is subject to the substantive law of the Federal Republic of Germany.
- (2) The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or special funds under public law shall be the court responsible for our registered office.
- (3) Amendments and supplements to these terms and conditions must be made in writing to be effective.
- (4) Should any provision of these Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. In this case, the parties already agree that the invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.
- (5) Solely binding and valid are the “Reparaturbedingungen der Herbert Geissler GmbH” in the wording of the German Language. All other versions issued by Herbert Geissler GmbH as translations in other languages than German language, are for reference only.