

Addtech Special Terms and Conditions – Service and Maintenance 2021

1. Applicability

- 1.1. These Special Terms and Conditions are to be applied when the Supplier has assumed a contractual obligation to perform Service and Maintenance or if the parties have agreed this in writing or in some other way. In addition to these Special Terms and Conditions, Service and Maintenance is also subject to the provisions in Addtech General Terms and Conditions (below 'the General Terms and Conditions'), it being understood that that which applies to the Product also applies to the Service and Maintenance.
- 1.2. The Supplier's maintenance obligation under these Special Terms and Conditions includes troubleshooting only if this has been specifically agreed by the parties.
- 1.3. 'Service and Maintenance' means the service and maintenance measures identified and specified in detail in each contract.
- 1.4. 'Assignment' means the Assignment received by the Supplier to perform Service and Maintenance.
- 1.5. In these Special Terms and Conditions, the Contract means each individual contract between the Customer and the Supplier that covers Service and Maintenance. These Special Terms and Conditions and the General Terms and Conditions constitute an integral part of every such Contract.

2. Scope of the Assignment

- 2.1. The Supplier undertakes, in accordance with the provisions in these Special Terms and Conditions, to carry out Assignments for Service and Maintenance on specified equipment, including accessories ('the Product') supplied by the Supplier.
- 2.2. The Assignment may only be changed after written agreement between the parties. If either party believes there is a need to change the scope of the Assignment, they are to notify the other party in writing as soon as possible.

3. Implementation of the Assignment

- 3.1. Each party must appoint a contact. The specified contacts are to be entitled to make binding decisions for the parties within the framework of the Contract and to change the Assignment. However, a contact are not entitled to amend these Special Terms and Conditions.
- 3.2. The Supplier must perform its service and maintenance obligations with care and in a professional manner.
- 3.3. Unless agreed otherwise, the Supplier is not under any obligation to provide the materials required for the performance of the Assignment.
- 3.4. The Customer must grant the Supplier access to the premises, information, documentation, equipment and materials required for the Assignment and otherwise perform the agreed measures. The Customer is responsible for ensuring that the information provided to the Supplier is accurate, complete and unambiguous. If the Customer fails to meet its obligations, the Supplier is entitled to compensation for any additional expenses occasioned by such failure.
- 3.5. If the parties have agreed that the Customer will provide supplementary services, the Customer is responsible for ensuring that they are performed within the agreed time

or, if no specific time has been agreed, within such time that the Supplier's work is not delayed.

- 3.6. The Customer must perform periodic maintenance on the Product in accordance with the Supplier's instructions.
- 3.7. During the term of the Contract, the Supplier has the sole right to perform Service and Maintenance on the Product in accordance with these Special Terms and Conditions. If, without the Supplier's consent, the Customer performs these works itself or commissions a third party to perform them, the Supplier is entitled to terminate the Contract with immediate effect. However, the ongoing care and inspection that the Customer itself is required to perform is not subject to this sole right.
- 3.8. Unless agreed otherwise in writing, the Assignment must be carried out during the Supplier's ordinary working hours. For any work that the Supplier, following consultation with the Customer, carries out at any other time, the Supplier is entitled to charge the amount applied by the Supplier for overtime work in addition to the agreed hourly rate.
- 3.9. The Supplier must maintain the Product according to the procedures specified in these Special Terms and Conditions or, where no such procedures are specified, according to the procedures applied by the Supplier from time to time.
- 3.10. Unless the parties agree otherwise, the Assignment will be performed at the Customer's premises.
- 3.11. During the performance of the Assignment and for a period of one year after its completion, the Customer undertakes not to employ any of the Supplier's employees or otherwise engage any of the Supplier's employees as a consultant in the Customer's own or any other company.
- 3.12. Subject to a written agreement thereto with the Customer, the Supplier is entitled to assign its rights and/or obligations under this Contract to another service provider.
- 3.13. The Supplier is responsible for ensuring that the Assignment is performed according to the agreed timetable if such a timetable has been drawn up by the parties. In the event of any delay caused by the Customer or any circumstance on the Customer's side, the Supplier is entitled to the necessary extension of the agreed performance time. The Supplier is also entitled to the necessary extension if the Assignment is changed or increased in scope or if an extension is required to ensure that staff receive leave or annual leave as prescribed by law or other statutory instrument.
- 3.14. All transport to and from the Supplier's premises in connection with repair and replacement will be at the Customer's expense and risk.

4. Payment

- 4.1. Unless agreed otherwise, the Customer is to pay on a current account basis against monthly invoices in arrears from the Supplier. Payment is to be made against each invoice no later than 30 days after the invoice date. If payment is delayed, penalty interest on arrears will be charged from the due date. Penalty interest is charged at the statutory rate. The following items are charged separately: (i) Agreed fixed fees (ii) All travel expenses for the Supplier's staff, all expenses for the transportation of tools and personal belongings, all expenses for board

- and lodging and other subsistence expenses for the Supplier's staff during each day of absence from their place of residence, including days off work, weekends and public holidays. (iii) Daily allowance according to the rules applied from time to time by the Supplier, which must not be excessive. (iv) Payment for work during ordinary working hours. (v) Payment for work outside ordinary working hours. (vi) Payment according to the rate for ordinary working hours for time spent on (a) necessary preparations for outward and return travel (b) outward and return travel and other travel to which the staff are entitled by law or under a collective agreement in the Supplier's country, and (c) daily travel between their lodging and the place of the Installation. (vii) Expenses for the Supplier for the provision of equipment not normally supplied by the Supplier, and payment for materials as specified in sub-clause 4.3 below. (viii) Payment for waiting time at the rate for ordinary working hours when work is prevented by circumstances for which the Supplier is not liable under the Contract. (ix) Taxes and charges payable on the amount invoiced which must be paid by the Supplier.
- 4.2. The Supplier is entitled to change the agreed hourly rates every six months, starting six months after the Contract has been entered into.
 - 4.3. If the Supplier incurs expenses for materials, etc., that are attributable to the Assignment, the Supplier is entitled to separate payment for them.
 - 4.4. If the Customer does not meet its payment obligation, the Supplier is entitled to stop all work or part thereof, and all deliveries of materials without sanction. The Supplier may also immediately issue an invoice for any work that has been carried out up until that point in time but not yet invoiced with terms of payment being ten days after receipt of the invoice, notwithstanding other provisions in these Special Terms and Conditions and notwithstanding any other agreements on payment terms. If the Customer is in default more than 30 days after the Supplier has requested in writing payment of the amount due, the Supplier may give written notice of termination of the Contract with the Customer with immediate effect.
- 4.5. The Customer is not entitled to withhold payment pending rectification of errors or defects.
- 5. The Supplier's liability for the Assignment**
- 5.1. Pursuant to sub-clause 1.1 above, the Supplier's liability also covers errors that are due to the Supplier having performed the Assignment defectively, and the Supplier is liable for this as specified in the General Terms and Conditions. Delivery of the Assignment and the consequences of delays in relation to the Assignment are also governed solely by the General Terms and Conditions.
 - 5.2. It is noted in particular that any damages paid or compensation for delays in respect of the Assignment must be calculated only on the basis of payment made for the Assignment which the claim concerns and not the price of the Product or any other calculation basis.
 - 5.3. The Supplier is liable for errors in the Assignment for six months from the day the Service and Maintenance was delivered and not from the day the risk for the Product passed on to the Customer. The General Terms and Conditions sub-clause 6.3 first sentence does not apply for the Assignment.
- 6. Title**
- 6.1. The title to parts installed accrues to the owner of the Product. The title to parts replaced accrues to the Supplier, unless agreed otherwise.