

General terms and conditions of REINTJES GmbH for service and spare parts

A General provisions

1 Contractual terms and order

1.1 To all our performances in the field of service (consultancy, inspections, repairs, and other service works as well as part deliveries) only the specifications quoted in our order confirmation and the following service conditions shall apply. Deviating provisions, especially purchase conditions of the customer are not accepted, even if we do not explicitly oppose them; they shall only become part of the contract when they have been explicitly confirmed by us in writing.

1.2 A service contract is concluded by our order confirmation or by execution of the ordered services.

2 Payments

Invoices we issue are payable immediately – unless otherwise agreed – and have to be paid without any deduction to one of our accounts. The customer has no right of retention; only undisputed claims or such for which final ruling in a court of law has been obtained shall entitle the customer to offset sums of money.

3 Warranty

3.1 We guarantee the execution of the services according to the state of the art; the warranty period shall be 6 months after completion of the services. For spare parts the warranty period shall be 12 months after delivery. In the event of a warranty claim we shall effect subsequent performance, in our discretion, by repair or replacement, as far as economically reasonable.

3.2 We are – to an appropriate extent – entitled to subsequent improvement and that twice. If the attempt to rectify the defect finally fails, the customer may demand a reduction of the price in proportion to the reduced value of the service or the part, whereby such reduction shall under no circumstances exceed 15 per cent of the remuneration. In case of fundamental defects which have a significant effect on the usability of the performance, the customer may withdraw from the contract after having informed us in writing, unless, in consideration of all pertinent circumstances, it can be expected of the customer to further adhere to the contract. Any claims for damages of the customer are limited to a maximum of 15 per cent of the agreed remuneration (except for cases of intent and gross negligence).

4 Liability of the contractual parties; force majeure

4.1 We are liable within the scope of the statutory provisions. Liability for the violation of contractual obligations in case of slight negligence is excluded, except for bodily injuries.

The liability for providing the services and its consequences is limited – with regard to reason and amount – to the benefits of our liability insurance, if we are only at fault for slight negligence and not for bodily injuries.

4.2 The customer warrants that he/she is authorized to order services at the maintenance or repair object and he/she has to release us from any claim by property right owners. The customer further warrants that in case of services on site all statutory requirements for occupational safety and health are complied with and that work places in accordance with the state of the art will be available for our staff. In view of the above, the customer has to release us from any claims asserted by third parties (employees, Occupational Health and Safety Administrations).

4.3 In case of force majeure we are released from our duties under exclusion of all liabilities. Cases of force majeure include natural disasters, war, terrorist acts or state acts like embargo orders that would exclude or significantly impede a provision of services. In case of an only temporary impediment all stipulated deadlines for execution shall be prolonged accordingly; if the impediment lasts longer than one month we shall be entitled to withdraw from the contract.

5 Continued validity in case of partial invalidity

If for any reason one of the provisions of our conditions is or becomes invalid, then the void provision has to be replaced by a valid provision which comes closest to the economic purpose. The validity of the remaining provisions shall not be affected thereby.

6 Place of performance, jurisdiction and applicable law

6.1 Place of performance is Hameln, Federal Republic of Germany.

6.2 Disputes arising out of the business relationship shall be decided by the courts being competent for Hameln (Federal Republic of Germany). In case of dispute values exceeding the amount of 150,000 EUR, disputes shall only be settled by an arbitration tribunal to be formed according to the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e. V. (DIS)), which is made up of three arbitrators and where the negotiating language is German; in cross-border cases we are entitled to determine English as negotiating language. Place of arbitration is Hamburg, Germany.

6.3 The laws of the Federal Republic of Germany shall apply exclusively with the exception of the UN Sales Convention (CISG).

B Provisions for the inspection

7 Scope of the inspection

- 7.1 The scope of the inspection and in particular the inspection item results from our order confirmation. Normally, the inspection includes the review of the condition of the item to be inspected, in particular as regards damages, whereby – to the extent necessary – the inspection item is dismantled. Due to the limited predictability of the inspection process, the stated performance dates or performance periods are always non-binding.
- 7.2 The inspection closes with an inspection report and recommended actions that could include, where appropriate, further inspections or examinations. Repair measures are in no case part of an inspection.

8 Responsibility of the customer

- 8.1 The customer has to provide the item to be maintained in a condition that allows an inspection, e.g. in principle in a functional condition.
- 8.2 During the normal working hours the customer has to grant us unrestricted access to the item to be inspected. Inspection works outside normal working hours are in general subject to additional charge.
- 8.3 The customer ensures that during the inspection our staff will not be exposed to any safety or health risks. Prior to the beginning of the works we must be informed about possible special safety regulations that our employees have to observe. The same shall apply to special protection devices or other safety measures.
- 8.4 In the event that the customer fails to accept his/her required responsibility then we are entitled to refuse or stop the inspection works; the customer's payment obligation shall remain unaffected thereby.
- 8.5 The customer is responsible for ordering the maintenance within the maintenance intervals recommended by REINTJES, unless our order includes the maintenance within certain time periods.

9 Remuneration

The settlement of the maintenance is billed, unless otherwise agreed, on a time and material basis at the currently prevailing price lists and remuneration rates for works or as offered.

C Provisions for repairs and other service works

10 Scope of repairs and other service works; time of repair

- 10.1 On the basis of the inspection report we shall submit the customer a cost estimate.

The remedy of the determined and recommended scopes of work will only be performed if separately ordered by the customer.

- 10.2 If it becomes apparent that the ordered troubleshooting requires other or further works than originally estimated in order to return the repair item to a state of operational readiness, then we shall submit a supplementary estimate. If the customer decides not to order the works quoted, then the repair order ends automatically and we shall bill the services provided up to that time on a time and material basis.
- 10.3 Times for carrying out the repairs are only binding if we have explicitly confirmed them as binding.
- 10.4 The use of parts is decided depending on the necessity, whereby to carry out the works also – if appropriate – the exchange of further parts than the defective part may become necessary.

11 Responsibility of the customer

- 11.1 In principle, the customer has to enable the appropriate exposure (if necessary the disassembling and/or removal) of the item to be repaired. This includes in the individual case, upon our request, assistance like e.g. the use of crane systems or scaffolds as well as the provision of consumables like electricity or compressed air. The provision of transport possibilities has to be provided according to our instructions. The aforementioned regulations shall apply accordingly when the repaired item has to be re-assembled. Should the customer fail to meet his/her required responsibility, then we are entitled to refuse or stop the execution of repairs; the customer's payment obligation shall remain unaffected thereby.
- 11.2 It lies within the sole responsibility of the customer to order repairs in time: in case of doubt the customer has to take measures to prevent a further deterioration of the item to be repaired or an endangerment of other objects.

12 Remuneration and right of lien

- 12.1 The remuneration for repairs is calculated on a cost basis and according to the estimate, whereby additional cost of no more than 15 per cent will be deemed accepted.
- 12.2 We have a right of lien on the items which were handed over to us for repair. This also includes claims arising from other orders, of any kind whatsoever, in the course of the business relationship.

13 Transfer of risk

The repairs and in particular the disassembly and reassembly as well as the transport of the item to be repaired shall take place at the customer's risk. Should we take over in the individual case cost freight or insurance costs, then this will, however, not change the aforementioned transfer of risk provision.

D Provisions for part deliveries

14 Use of parts

Where required, we shall use new parts when carrying out works in the context of clause 11, whereby these are parts which were released for us for the intended purpose; the use of identical parts is not owed. All used parts will be billed and are not included in possible service or flat-rate compensations. Parts being dismantled or removed remain the property of the customer and have to be disposed by him/her.

15 Retention of title

All parts delivered remain our property until full payment has been received. This shall also apply to the installation of parts in other machines (connection), in case of further processing by the customer, in case of further sale and to all other similar cases. In case of resale the customer will already now assign to us for security – to the extent permitted – all claims against his/her customers; we accept the assignment. Should further formal steps become necessary at the customer's place of business to justify a reservation of ownership like e.g. entry in a register, then the customer has to inform us accordingly and collaborate if necessary.

As of January 2017