

**General Business Terms and Conditions  
for Repairs to Machinery and Equipment  
for HUBTEX Maschinenbau GmbH & Co. KG**

**Section 1 General Provisions – Scope of Application**

(1) These General Business Terms and Conditions for Repairs to Machinery and Equipment for HUBTEX Maschinenbau GmbH & Co. KG (hereinafter referred to as "Terms and Conditions for Repairs") shall apply to repair, inspection, and after-sales services, such as the fitting of spare and replacement parts, as part of repair contracts, etc. (hereinafter referred to as "Services").

**(2) Unless otherwise agreed, the version of the Terms and Conditions for Repairs valid at the time the customer places an order, or the written version provided to it as a framework agreement, shall also apply to similar contracts in the future without the need for us to refer to them again in each separate instance.**

(3) These Terms and Conditions for Repairs will apply exclusively; any of the customer's terms and conditions for repairs that conflict with or differ from these Terms and Conditions for Repairs will not be recognized, unless we expressly accept in writing that they are valid. These Terms and Conditions for Repairs will also apply if we carry out delivery to the customer without reservation, in the knowledge that the customer has terms and conditions for repairs that conflict with or differ from these Terms and Conditions for Repairs.

(4) In individual instances, individual agreements with the customer (including collateral agreements, amendments and revisions) will have priority over these Terms and Conditions for Repairs. With regard to the content of such agreements, authority shall lie with a written contract or written confirmation provided by us, unless there exists proof to the contrary.

**(5) With the exception of managing directors and authorized signatories, HUBTEX employees will not be entitled to make any verbal agreements that deviate from the written agreement, including these Terms and Conditions.**

(6) Any legal statements and notifications from the customer in relation to the contract (regarding setting a delivery date, providing notification of a defect, terminating or withdrawing from the contract, or scaling down the contract, for example) shall be made in writing (by letter, email, fax, etc.). This shall not affect any formal statutory provisions or the requirement to provide further evidence, especially where the identity of the person making the statement or notification is in doubt.

(7) References to the validity of statutory provisions are for clarification purposes only. Unless they have been amended or expressly excluded from these Terms and Conditions for Repairs, statutory provisions shall therefore apply, even without such clarification.

**Section 2 Placing an Order, and Quotations**

(1) If the customer either requests a service employee from us in order to provide a Service or delivers the ordered item for the Service, this shall be considered to constitute an order for establishing and carrying out the Service required (a repair or other customer service), to be paid for by the customer, without the customer needing to make a further request for Services.

(2) If the Service depends on a preliminary quotation, the customer will then be required to place a written order that refers to the quotation.

(3) Unless otherwise stated in the order, we will be able to accept orders for up to five working days after receiving them. We may accept the order either by confirming in writing or by providing the Service. The customer will only receive a written order confirmation if it specifically requests one.

(4) The costs for preparing a quotation will be borne by the customer. If the customer instructs us to carry out the Services, the costs will be offset.

(5) Unless explicitly otherwise agreed, quotations will only be indicative estimates of costs and will not include a conclusive statement of the costs for Services and replacement parts. If it later becomes clear that the Service cannot be provided at the estimated costs or if HUBTEX considers that additional Services are needed, the customer's consent must be obtained if the estimated costs are likely to be exceeded by more than 15%.

(6) Our quotations will be subject to confirmation and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. This shall particularly apply to any information regarding the beginning, duration, and end of a Service.

### **Section 3 Prices and Payment Terms/Right of Retention/Offsetting**

(1) Unless otherwise stated in individual contractual agreements, payment will be based on our list prices valid at the time the order is placed (the spare parts price lists), and on hourly rates, or rates charged.

(2) When the contract is concluded, we will be entitled to request a reasonable advance payment of 5% of the total expected payment amount (including any spare/replacement parts). We will also be entitled to bill for partial Services that are completed before the overall Service is accepted.

(3) When the costs of Services are billed, the prices for used parts, materials and special Services, as well as prices for work, travel and transport costs, will be shown separately. Billing will be based on time sheets presented by us.

(4) Regular weekly working hours shall total 35 hours. They will be spread over the five weekdays (Monday to Thursday from 7:00 a.m. to 3:15 p.m., and Friday from 7:00 a.m. to 12:00 p.m.). During normal working hours, our technicians will be entitled to a break of 45 minutes. Additional charges will be billed for additional working hours and traveling times, and for Saturday working hours:

(a) The first two hours of overtime will be billed at 25%, and each hour from the third hour onwards will be billed at 50%.

(b) Working on Sundays: 100%

(c) Working on public holidays: 150%

We will be entitled to provide additional working or traveling hours on working days, where the customer's best interests make this necessary, even without the customer's express instructions. Additional working and traveling hours will only be provided on Saturdays, Sundays or public holidays at the customer's express request. Holiday arrangements at the work site shall apply when calculating additional charges.

(5) Waiting periods for which we are not responsible will be billed to the customer and must be paid as working hours.

(6) The customer will also be billed for statutory sales tax.

(7) Payment, without discounts, must be made when Services are delivered and accepted, or when an invoice is sent.

(8) If it becomes apparent after the contract has been agreed that fulfillment of the outstanding monies arising from the contract (including from other individual orders from the ongoing business relationship, which appear to be a single natural entity because of their temporal or material connection, and to which the same framework contract applies) are at risk because of the customer's inability to pay, we will be entitled,

(a) to carry out or fulfill any outstanding deliveries or Services following receipt of advance payment or a security of the appropriate amount only,

(b) to withdraw from the contract if the customer does not concurrently provide payment or a security for the Service, at its discretion, and within a reasonable period of time,

(c) to withdraw from contracts for the manufacture of non-fungible items (custom-made products) if the customer does not provide payment or a security against the Service, at its discretion, and within a reasonable period of time, without the Service having to be provided concurrently in return.

(9) The customer may only assert a right to refuse performance or a right of retention if both our claim for payment and the customer's counterclaim are based on the same contractual relationship.

(10) The customer may only declare set-off against our claims for undisputed debts or debts that have been established by law.

### **Section 4 Credit for used parts replaced**

The customer will receive a credit note amounting to 10% of the price for spare or replacement parts, if the used part replaced is in a condition where it can be reconditioned and reused, and if the number, pattern and finish are the same as for the replacement part supplied, if the used part is free from defects that are not the result of normal wear and tear, and if the used part is passed to us for re-use.

### **Section 5 Performing Services, and Tools**

(1) Services will either be carried out at our head office or, following consultation, at the customer's premises, or at the work site. We may request that the object of the order be delivered to our head office, if the type and extent of the Service to be performed makes this necessary. Travel, transport and delivery costs shall be borne by the customer, unless they involve claims made against us regarding defects caused by poorly performed Services.

(2) The customer shall not be authorized to use our staff for work that is not the object of the contract, without our written agreement. We will not accept liability for work that is carried out without instructions from us and on the customer's orders.

(3) We will provide the tools and resources required for the work. If the tools and/or resources we provide are damaged at the customer's place of performance, and we are not at fault, or if they are lost and we are not at fault, the customer will be required to compensate us for any loss or damage we have incurred. Damage caused by normal wear and tear will not be taken into account in this event.

### **Section 6 Workplace safety**

(1) We will comply with the statutory provisions applicable to the customer's place of performance when providing Services. We will only comply with additional, non-statutory safety and other provisions at the customer's place of performance if the customer has made them known to us and we have expressly acknowledged them in writing. The customer shall comply with the statutory and official provisions and orders, and regulations and orders provided by professional associations, that are in force at the place of performance and, where required to do so, will take measures to prevent accidents and protect our employees and property.

(2) The customer shall be required to inform us in writing of current safety provisions at the place of performance and to carry out a safety briefing for the service personnel before work starts on site. If these safety provisions require service personnel to wear special protective equipment, the equipment must be provided to our service personnel.

### **Section 7 The Customer's Requirement to Cooperate**

(1) The customer must assist our service personnel in carrying out the Services.

(2) The customer shall be required to notify us of any special statutory, regulatory or other provisions at the place of performance that may have an impact on carrying out the work. The customer must provide the regulatory approvals required to carry out the Service. The customer shall bear the risk of delays to any necessary approvals or if approvals are refused.

(3) In order to allow the Services to be carried out, the customer must (at its own expense):

(a) grant our employees access to the place of performance;

(b) provide the necessary infrastructure to enable the Services to be carried out;

(c) provide any appropriate technical and auxiliary staff that may be required;

(d) carry out the actions required on site to enable the Service to be carried out, particularly making available the connections required;

(e) provide electricity, heating, lighting, and water, including the connections required;

(f) provide dry and lockable rooms required to store the tools belonging to our service staff, and provide suitable social spaces for the service staff (a lounge area, bathrooms), and first aid;

(g) protect the location where the repairs and customer services are being provided, protect the repair materials from damage of any kind, and clean the repair area;

(h) provide materials and carry out all other actions needed to adjust the items for repair and carry out any testing required.

(4) The customer must ensure that the Service can be started immediately after our personnel arrive and can be carried out without delay until accepted by the customer. If any of the customer's specific plans, technical drawings, or instructions, etc., are required, the customer must provide them in a timely manner.

(5) Any staff provided by the customer must follow the instructions given by our service personnel. We will accept no liability for the staff provided by the customer. The staff will continue to be employed by the customer, will be supervised by the customer and will be the customer's responsibility. If the staff provided by the customer cause a defect or damage as the result of instructions issued by our service personnel, sections 11 and 12 shall apply accordingly.

(6) If the customer does not comply with the requirements stated earlier in this section, we will be entitled, but not obliged, to carry out the actions that form part of the actions for which the customer is responsible, on the customer's behalf and at the customer's expense, having previously set a deadline for the actions to be completed, but without success. Furthermore, our legal rights and claims shall not be affected.

## **Section 8 Transport and Insurance for Services Provided in our Plant**

(1) Unless otherwise agreed, delivery and removal of the customer's item for Service - including any packaging and loading required - will be carried out at the customer's expense; otherwise the repair item must be delivered to us by the customer and collected by the customer after we have carried out the repair, all at the customer's expense.

(2) The customer shall bear the risk of transporting the item.

(3) If requested by the customer, transportation of the item in either direction may be insured against transportation risks, including theft, breakage, or fire.

(4) The item will not be covered by insurance while it is being repaired at our head office. The customer will need to retain its current insurance cover for the item being repaired, including insurance against damage caused by fire, mains water, storms, or mechanical breakdown. Insurance cover may only be provided against these risks if specifically requested by the customer and will be billed to the customer.

(5) In the event the customer is delayed in taking back the item, we will be entitled to charge local storage fees to store the item at our head office. If we choose to do so, we may store the repaired item elsewhere. Storage and other costs will be billed to the customer.

(6) The provisions mentioned above in this section will not apply if claims are made regarding defects caused by inadequate Services provided by us.

## **Section 9 Acceptance**

(1) Formal, explicitly declared acceptance will not be required.

(2) Acceptance will be deemed to have taken place when our Services have been fully provided, and

- we have informed the customer of this fact, referring to assumed acceptance, in accordance with this paragraph, and have invited the customer to accept performance of the Service,
- [twelve] working days have elapsed since we finished providing our Service, or [six] working days have elapsed since the customer began to use the Service (equipment that has been repaired is operating again, for example), and
- the customer has not accepted the Service within this period for any reason other than a defect that it has advised us of, and which makes it impossible to use the Service, or which has substantially impaired it.

(3) In general, the customer will be required to accept the work within seven working days of being informed of completion, if the work has been completed and is free of defects. Trivial defects will not affect the customer's obligation to accept the completed Service (section 640 (1) (2) BGB, the German Civil Code). Once the acceptance period has passed, the Service will be deemed to have been accepted (section 640 (1) (3) BGB), without it being necessary for us to set another deadline. If the customer accepts defective work, despite being aware of the defect, then it will be entitled to the warranty rights in section 634 BGB (1-3 only) if it reserved its rights with regard to the defect when accepting the work.

## **Section 10 Retention of Title to Components and Spare Parts/Right of Lien**

(1) We shall retain title to all components, spare and replacement parts, etc., until all claims against the customer arising from the business relationship have been satisfied.

(2) If the parts to which we have retained title are combined with other items from which they cannot be separated and which do not belong to us, we will acquire co-ownership of the new items in the proportion of the value of the parts to which we have retained title to the other combined items when the combining takes place. If the combining takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer will transfer proportionate co-ownership to us. The customer shall retain the resulting sole ownership or co-ownership for us.

(3) During the period while we retain title, the customer will be prohibited from pledging or transferring ownership. The customer must notify us immediately if the items are seized, confiscated or otherwise retained, or are the subject of interventions from third parties.

(4) If the realizable value of all the security rights to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release an equivalent part of the security rights when requested to do so by the customer. It will be assumed that the requirements in the previous sentence have been met if the estimated value of the securities to which we are entitled reaches or exceeds 150% of the value of the secured claims. We will have the choice of which of the various security rights will be released.

(5) Because of the debt to us arising from this contract, we will be entitled to a lien on the customer's Service item that has come into our possession as a result of the contract. The lien will extend to all

debts arising from current and past contracts for Services to which we are entitled when the lien was created, if they relate to the object of the order.

### **Section 11 Warranty for Defects**

(1) Statutory provisions shall apply for the customer's rights with regard to material and legal defects within the provision of the Services, unless otherwise stated below.

(2) In order to settle claims swiftly and preserve evidence properly, the Services provided must be inspected for obvious defects immediately after the Services have been completed (if this allows due consideration to be given to the interests of both parties).

(a) Claims for defects will only be accepted if obvious and identifiable defects are made known to us within four weeks following acceptance (section 9).

(b) The customer may also make claims that come to light at a later stage, as long as these are reported to us within 14 days of being discovered.

(3) Supplementary performance will only apply to those parts of the Service that contain the defect or the parts that are unavoidably damaged by the defect despite being dealt with expertly. There will exist no right to claims for defects if the defect is caused by heavy impact, normal wear and tear, or incorrect operation. The same will apply if the customer has not followed the instructions in the operating manual regarding treatment, maintenance and care, intended use, or conditions of use, and this is what has caused the defect.

(4) The right to choose between having the defects removed and having the Service provided again will rest with us in all instances. The customer's request for supplementary performance must be made in writing. We must be given 14 days to provide subsequent performance, if this is acceptable to the customer in the instance in question.

(5) The warranty will not apply if the customer changes the Service without our consent, or has it modified by third parties, making elimination of the defect impossible or unacceptably difficult. The customer will bear the additional costs required to remedy the defect as a result of the modification, in all instances.

(6) If supplementary performance is unsuccessful, the customer will have the right to scale down or, if it chooses, to withdraw from the contract. Legal cases regarding the ability to dispense with a deadline shall not be affected. The ability to apply sections 478 and 479 BGB (recourse of the entrepreneur) will not be affected. The customer's right to request compensation in accordance with section 12 of these terms and conditions will not be affected.

(7) Rectification of the defect shall not be deemed to have failed until after a second unsuccessful attempt.

(8) Claims to either reduce the scale of the contract or to exercise the right to withdraw from it will be excluded if there is a limitation period for supplementary performance. The customer may then refuse to provide payment if it would be entitled to do so when withdrawing from or reducing the scale of the contract; if withdrawal from the contract is excluded and the customer then refuses to pay, we will be entitled to withdraw from the contract.

(9) Without prejudice to further claims, if we are informed that there are defects without good grounds, the customer will be required to reimburse us for the costs of testing and - if requested by the customer - for remedying the defect.

(10) Delivery of used items following agreement with the customer on a one-off basis will not be covered by a warranty for material defects.

### **Section 12 Liability, and Withdrawal/Termination**

(1) Unless otherwise stated in these Terms and Conditions for Repairs, including the following provisions, in the event of a breach of contractual and non-contractual obligations, we shall be liable in accordance with statutory provisions.

(2) We shall be liable to pay financial compensation for intent and gross negligence in the context of liability for faults, irrespective of the legal grounds. We shall be liable with respect to ordinary negligence subject to statutory limitations of liability (such as due diligence in its own affairs, minor breach of duty) solely

a) for loss and damage resulting from injury to life, limb or health,

b) for loss or damage resulting from the breach of a material contractual obligation (the fulfillment of which obligation is a prerequisite for enabling the contract to be properly implemented and

compliance with which obligation the contractual partner can routinely trust in and rely on); in this instance, however, our liability will be limited to compensation for foreseeable damage that may typically occur.

(3) The limitations on liability arising from paragraph 2 above shall also apply to breaches of duty by or in favor of persons for whose culpability we are responsible under statutory provisions. The limitations on liability shall not apply if we fraudulently concealed a defect or took over a guarantee for the quality of the goods and for claims by the customer under the Product Liability Act.

(4) The customer may only withdraw from or terminate the contract if we are responsible for a breach of duty that is not related to a defect. The unrestricted right of termination on the part of the customer (particularly in accordance with sections 650 and 648 BGB) is excluded. Furthermore, legal requirements and legal consequences shall apply.

(5) The above clauses do not constitute a change to the burden of proof to the detriment of the customer.

### **Section 13 Limitation Period**

(1) Unlike section 438 (1) (3) BGB, the general period of limitation for claims arising from material and legal defects will be one year following delivery. If an acceptance procedure has been agreed/is necessary, the limitation period will begin when acceptance is completed.

(2) Any other special statutory regulations on the subject of limitation periods shall not be affected (particularly sections 438 (1) (1) (3), and sections 444, 445b, and 478 BGB).

(3) The limitation periods above for purchase rights shall also apply to contractual and non-contractual claims for loss or damage on the part of the buyer, if the claims are based on a defect in the goods, unless applying the standard statutory limitation period (sections 195 and 199 BGB) would lead to a shorter limitation period in individual cases. Claims for loss or damage on the part of the customer in accordance with section 12 (2) (1) and (2) (a), and the Product Liability Act will only expire after the statutory limitation periods.

(4) If the customer's rights are re-established as part of the removal of defects (section 11) because of material defects, section 13 (1) shall apply accordingly.

### **Section 14 Place of Jurisdiction – Place of Performance**

(1) If the customer is a merchant, our registered office will be the place of jurisdiction; we shall, however, be entitled to sue the customer at its local court.

(2) The law of the Federal Republic of Germany shall apply; the terms of the UN Sales Convention shall not apply.

(3) Unless otherwise stated in the order confirmation, our registered office will be the place of performance.

### **Section 15 Final provisions**

If the contract or these Terms and Conditions for Delivery contain loopholes, legally valid provisions shall be deemed to have been agreed that the contracting parties would have agreed in accordance with the commercial objectives of the contract and the purpose of these Terms and Conditions for Delivery, if they had been aware of the loopholes.

**Data protection notice:** The customer is aware that the personal data required for processing orders will be stored on data storage devices in compliance with the German Federal Data Protection Act and the German Telemedia Act and will be treated confidentially, and consents to the data being stored in this way. As part of processing an order, HUBTEX reserves the right to transfer data to its affiliated companies and/or companies it has contracted for processing work, as well as to SCHUFA or other business information services for credit checks and credit monitoring. The customer has the right to withdraw its consent at any time with immediate effect. In this event, HUBTEX will undertake to delete the personal data as soon as all transactions relating to the order have been completed.