

HERZOG GmbH

GENERAL TERMS OF SERVICE

- As of October 2021

1. General /Scope

In addition to our terms of delivery and payment (GTC), the following general service conditions apply exclusively to all service assignments (commissioning, assembling, training, service work in the narrower sense, etc.), hereinafter referred to as "service assignments" of HERZOG GmbH ("HERZOG"). These will be sent on request. Our GTC are available at <https://herzog-online.com/gtc/> .

2. Preparation of the service assignment

In order that the service can be start immediately, it is necessary that the customer has completed the company building and that the machines and machine parts have already been brought into the company building. It must be ensured that these are not damaged by any external influences. The customer must provide the material required for commissioning. Before the service staff arrives, the customer must ensure the electrical connection and all other supply connections (e.g. compressed air, cooling water).

3. Start of service

The customer has to call the service staff only then or for the time when the machines and machine parts are available at the assembly area and all preparatory work has been carried out so that the service can be started. The customer shall bear any costs that arise from non-compliance with these conditions.

The dispatch of the service staff at the scheduled time always depends on the availability of the relevant staff and the timely receipt of any immigration formalities.

4. Scope of services

Our service staff will only carry out the work assigned to them by our factory on the condition that the machines and equipment are in their original condition and equipped with original components or that these are provided. Otherwise, the service staff is entitled to refuse to carry out the planned work. The customer must bear the costs incurred, even if the planned work was not carried out due to the circumstances mentioned above. Our service staff may not carry out installations, inspections or repairs to machines that were not supplied by us.

We will provide the special tools required to carry out the service, unless otherwise agreed.

5. Liability for damage

It is the responsibility of the customer to insure the non-assembled and assembled machines and machine parts against theft, fire and water damage at the installation site.

If a part delivered by us is damaged through our fault during the service, we are entitled, at our option and at our expense, to repair it or to deliver a new one. If, through our fault, the subject of our service cannot be used in accordance with the contract because of neglect or faulty execution, the provisions relating to the warranty and the scope of liability apply to the exclusion of further claims. We are only liable within the scope of these terms of service.

In particular, the customer is not entitled to any claims for compensation for indirect or consequential damage (e.g. loss of production or lost profit) that did not arise from the object of the service itself. This exclusion of liability does not apply in the event of willful intent or gross negligence on the part of company management or senior executives.

We are liable for personal injury and property damage - subject to mandatory statutory regulations - insofar as the insurer pays damages within the scope of the amounts insured and the conditions of our public liability insurance. Upon request, we will provide you with proof of the scope of our business liability insurance.

The entire transport of the machine and machine parts to the destination up to commissioning by us is solely responsibility of the customer. We assume no liability for any recommendations made by our service staff. It is the responsibility of the customer or the forwarding agent commissioned by him to transport, unload and set up the machine and machine parts. For these activities and when choosing the means of transport as well as the equipment and lifting equipment, the specifications in the operating instructions and / or our instructions must be observed.

If, during service assignment, work is carried out by the customer's staff or by agents or third parties, it is impossible for our service staff to monitor all details. We can therefore not assume any liability for personal injury or property damage resulting from actions or omissions by personnel other than those provided by us. This also applies if the persons provided by the customer act at our request or recommendation.

The customer bears full liability for all damage which, in disregard of the instructions in the operating instructions, can be traced back to the inadequate or defective quality of the set-up and lifting tools and other equipment provided by him, even if our staff without complaint used these.

If the services are delayed through no fault of ours, the customer bears all costs resulting therefrom.

6. Cooperation of the customer

The customer makes all preparations so that the services can start immediately and can be carried out quickly when the service staff arrives. During the entire service assignment, he will also provide the appropriate helpers, necessary tools and resources (e.g. electric drill, hoist, ...) as well as auxiliary, lubricating and operating materials at his own expense.

The customer must take the measures necessary to protect people and property at the assembly / repair area. He has to inform the service staff about the existing safety and accident prevention regulations, insofar as these are important for the service staff. The customer must also make the service personnel aware of special conditions at the workplace and in its vicinity, such as current-carrying systems and parts, explosive and flammable substances and rooms, etc., which must be taken into account during the service work. He notifies us of violations of such safety regulations by the assigned service personnel. The customer ensures that adequate work, storage and recreation rooms are provided free of charge for the service staff.

The customer must communicate country-specific labor law obligations that must be met by us or our staff in good time (at least 4 weeks in advance). The customer has to support us in handling the formalities.

7. Services, provisions and work to be performed by the customer

Unless explicitly agreed otherwise in writing, the following deliveries and services the customer has to provide or carry out:

- (1) Provision of a lockable room or cupboard for the service staff to store tools and personal utensils, as well as appropriate hygienic facilities
- (2) Lighting of the installations site
- (3) Air conditioning of the machine's location, in particular compliance with the temperatures and humidity levels specified in the contract for operating the machine, starting with installation
- (4) Implementation of all foundation work, cable ducts, cable routes, etc.
- (5) Compressor for compressed air requirements, laying of the compressed air lines and their connection according to our specifications
- (6) Main electrical connection on the control cabinet, including the necessary protection and the test certificates for the purpose of compliance with all relevant safety and health protection requirements
- (7) Provision of necessary tools, workshop equipment and assembly auxiliaries such as cranes, forklifts, hydraulic jacks, etc..
- (8) Auxiliary, lubrication and operating materials

(9) All materials, energy and auxiliaries required for any agreed test runs as well as the provision of operating personnel

8. Work at the direct request of the customer

Our service staff may only carry out work that has not been assigned by us with our consent. The corresponding expenditure of time and all risks that arise are borne by the customer and will be charged at our usual rates including additional personnel costs. We assume no liability for work that is carried out without our instructions or without our express consent. Agreements of any kind between the service staff and the customer as well as orders for spare parts and accessories transferred to the service staff are only binding if they are made in writing and confirmed by us.

9. Illness, accident

We insure our staff against illness and accidents. In the event of illness, we will pay compensation for wages as well as the accommodation and nursing costs from the first day of illness. If it becomes necessary for the sick person or accident injured person to return home, the return travel costs will be borne by us.

10. Interruption of service assignment

If work interruptions are necessary for reasons for which the customer is responsible or unscheduled return and outward and return journeys are necessary, the customer shall bear the costs.

11. End of service assignment

Any material or parts that we have supplied too much for some reason or parts that are released remain our property and are to be returned after the service call at the customer's expense. Such returns must be packaged correctly so that this material is not damaged in any way.

12. Confirmation by customer of service work carried out

In principle, the customer must certify the hours of service work in writing. This also applies to any cost-free work for the customer.

13. Acceptance

After the service, the customer is obliged to approve the service as soon as he has been notified of the completion and contractually stipulated testing has taken place. Acceptance cannot be refused due to minor defects. The approval is to be documented in each case with a written acceptance protocol. Any defects or comments are to be entered there by the customer. The customer and our service staff sign the acceptance report

If the acceptance is delayed through no fault of ours, the acceptance shall be deemed to have taken place two weeks after the notification of the end of the service assignment.

Upon acceptance, our liability for recognizable defects lapses unless the customer has reserved the right to assert a specific defect.

14. Accommodation

The service staff is accommodated in a hotel or guesthouse according to Western European standards.

15. Taxes

If our service staff has to pay taxes or similar charges at a workplace, these are at the expense of by the customer.

With these General Terms of Service, earlier, possibly different terms lose their validity.

Oldenburg, June 2020