



Additional terms & conditions of service for the rendering of repairs, servicing, assembly, etc. SCHILLER AUTOMATION GmbH & Co. KG

I. Scope of application

These terms and conditions of service apply in addition to the Contractor's General terms and conditions of delivery for all work to be performed by the Contractor, such as machine assembly, repairs, servicing, maintenance, etc.

II. Costs and risks

1. Any work is performed at the Purchaser's expense and risk. The Purchaser shall compensate all expenses accrued through this by the Contractor, to include any overtime, Sunday or holiday work and the time required for troubleshooting. This also applies to incidental travel and waiting time. No exception to this shall apply unless expressly agreed in writing.
2. Should the work not be performed, particularly if due to the fact that the reported error does not occur during inspection, spare parts cannot be obtained, the Purchaser has culpably missed the appointment or the contract was terminated during performance, the Purchaser shall then bear all accrued expenses. The object to be repaired should be returned to its original state only at the Purchaser's express wish in return for compensation of outlay, unless the work performed was unnecessary. In such case the Contractor shall not be liable for any damage caused to the object to be repaired or for the infringement of contractual subsidiary obligations and consequential damage, irrespective of the underlying legal foundation.
3. When work performance takes place at the Contractor's factory the delivery and return delivery of the object to be repaired, to include possible packaging and loading, shall be carried out at the Purchaser's expense, otherwise the object shall be delivered by the Purchaser to the Contractor's factory and immediately collected by the Purchaser upon completion of the work. The Purchaser shall bear the transportation risk.
4. Should a binding cost estimate be desired prior to performance, the Purchaser should expressly request this in writing. Unless otherwise expressly agreed, a cost estimate of such nature will only be binding when made in writing.

III. Working conditions

The Purchaser shall take all measures necessary to ensure the safety of persons and property at the assembly area and shall provide appropriate working conditions. He shall support the assembly personnel in the performance of their work at his own expense.

IV. Technical assistance provided by the Purchaser

1. The Purchaser shall be obligated to provide technical assistance at his own expense and in particular for:
 - a) The undertaking of all construction work in sufficient time prior to work start, so that work may be immediately commenced upon arrival and without delay. In those rooms in which machinery is located the Purchaser shall ensure that the substructure is completely dry and set, that the ground is stable and that the rooms are suitably protected against adverse weather influences, well lit and sufficiently heated. The rooms should have appropriate entries (door size, etc.) and the environment should be suitable and appropriate for the assembly and operation of the machinery.
 - b) The provision of dry, illuminable and lockable rooms, which are constantly surveyed and monitored, for the storage of machine parts, materials, tools, etc.
 - c) The provision of heating, illumination, operating resources, including the required connections.
 - d) The provision of qualified employees (employee teams and skilled employees, e.g. electricians) in the amount deemed necessary by the Contractor and for the required assembly time.
 - e) The provision of the necessary appliances and required materials, e.g. sample parts for the assembly and commissioning of the machinery.
 - f) If applicable, the provision of suitable clean clothing and special cleaning agents (e.g. for clean rooms).
 - g) The loading and transport of the necessary objects for assembly according to the type of assembly.
2. Should the Purchaser fail to meet his obligations, the Contractor shall be authorized, but not obligated, to undertake the actions incumbent upon the Purchaser in his place and at his expense. The Contractor's statutory rights and claims remain unaffected.

V. Remote maintenance

1. The Purchaser shall keep the necessary equipment to perform remote maintenance (elimination of equipment faults, remote diagnostics, etc.) on his systems.
2. If necessary, the remote diagnostics equipment shall be put into operation by the Purchaser based on an advance telephone call. The Purchaser shall bear the responsibility for the Contractor being allowed access only to those data, which may be disclosed to him or for which appropriate authorizations exist. Any of the Purchaser's data made accessible to the Contractor in this context may be used only for diagnostic purposes. Any data saved at the Contractor's location shall be immediately deleted once the diagnostic work has been completed. The Purchaser shall employ suitable means to ensure that data may only be accessed when expressly released by the Purchaser and that the connection is interrupted once work has been completed.
3. For the duration of the remote maintenance the Purchaser shall provide appropriately qualified and telephonically available skilled employees, who are familiar with the machinery and who undertake the necessary activities onsite.

VI. Time for performance

1. Inasmuch as a time for performance had been expressly agreed in writing, observance of said time presupposes that the Purchaser meets the obligations incumbent upon him. The time shall be considered as having been observed if the work performance has commenced prior to its expiration.
2. Paragraph IV of the General terms and conditions of delivery shall accordingly apply for an extension of the time for performance as well as for the Contractor's liability in case of delay, provided that the agreed daily lump sum compensation for delay amounts to 2% of the anticipated assembly costs and the maximum amount of compensation is limited to double that of the anticipated assembly costs.

VII. Replacement compensation by the Purchaser

Should the Contractor's appliances or tools be damaged during shipment or at the assembly area through no fault of the Contractor or should they be lost through no fault of the Contractor, the Purchaser shall then be obligated to compensate such damage. Any damages attributable to normal wear and tear remain out of consideration.

VIII. Payment

1. Payments pertaining to work based on these terms and conditions shall be due immediately following performance of the work.
2. The Contractor is authorized to request an appropriate advance payment at the time of conclusion of contract.
3. The valid version of the Contractor's price list applies at all times.

IX. Miscellaneous

1. On account of his claim resulting from work performed, the Contractor is entitled to a right of lien on the Purchaser's object, which is now in his possession by virtue of the contract. The right of lien may also be asserted against outstanding accounts from previously rendered services, inasmuch as these are associated with the object to be repaired.
2. The Contractor's General terms and conditions of delivery also apply.