

In addition to the General Terms and Conditions of Delivery and Payment of DEAXO GmbH, which can be accessed on the internet under www.DEAXO.com, the following applies to other services rendered by us:

I. Scope of application

1. These Terms and Conditions of Service apply to maintenance, assembly and client services and their processing. Furthermore, these Terms and Conditions of Service constitute the basis for invoicing for additional services rendered in ongoing projects.
2. Our Terms and Conditions of Service apply exclusively. They take precedence over any conflicting or deviating terms and conditions of the Client, unless these are expressly accepted by us in writing. We do not accept conflicting or deviating conditions even if we execute a Client's order without reservation and despite their knowledge.
3. Our offers are subject to change and non-binding. Our written order confirmation or - in the absence of such - our offer shall be deemed applicable for the content of the contract. Subsidiary agreements and amendments to contracts require our written confirmation.
4. Offers, calculations, plans, drawings, calculations, verification of calculations, quotes or other documents provided by DEAXO may not be reproduced or altered or made accessible to third parties without the consent of DEAXO and must be returned to DEAXO immediately if the order is not placed. In this case, any copies made must be destroyed.
5. Services not included in main contracts shall be invoiced on the basis of these Terms and Conditions of Service.

II. Cost information

Upon request, the anticipated yet non-binding price, based on the anticipated scope of the order and the hourly billing rates attached in Annex 1, shall be quoted to the Client upon conclusion of the contract, insofar as no price has otherwise been agreed upon. If the service cannot be performed at these rates or if DEAXO considers additional work necessary during the execution, the Client's consent must be obtained if the stated costs are exceeded by more than 20 %. Up to this value, DEAXO may carry out the necessary work without a separate agreement with the Client, at the Client's expense.

III. Price and payment

1. Prices are based on the relevant contract or, in the absence thereof, on the respective offer. If no contract exists and no offer has been made or, respectively, if additional services have been provided, the price shall be based on the hourly rates attached in Annex 1. In this case, consumables and other services shall be invoiced according to the valid wholesale lists. In the absence of such a list, the customary local remuneration shall be applied. The prices are always net prices. Value added tax will be added to the net prices at the rate applicable on the day in which the tax liability arises.
2. DEAXO is entitled to demand a reasonable advance payment upon conclusion of the contract.
3. When invoicing a service, DEAXO shall list the prices for parts used, materials and special services as well as the prices for work carried out, travel, and transport costs separately. If the service is performed on the basis of a contract or offer, a reference to these will suffice, only deviations in the scope of services must be specifically listed.

4. Payments must be made within 10 calendar days after the service has been performed and the invoice has been received.
5. The Client shall only be entitled to set-off and to assert rights of retention or rights to refuse performance if their counterclaims are either undisputed or have been established as final and absolute by a court of law. The assertion of a right of retention further requires that the claims originate from the same contractual relationship. In the event of defects in the delivery or service, the counter-rights of the Client remain unaffected, in accordance with Clauses IX and X of these Terms and Conditions.
6. The working, travelling, and waiting time spent by the assembly and maintenance personnel must get signed off on their timesheet. Any inaccuracies must be noted in writing by the Client. The information on the timesheets shall be used as the basis for the invoice and shall be authoritative for both parties. If the Client refuses to sign the timesheet, or if for other reasons the assembly and maintenance personnel cannot obtain the signature, the completed timesheet by the respective DEAXO employee will be used as basis for the invoice. The assembly and maintenance personnel are instructed to provide the Client with a copy of the timesheet.

IV. Non-performable work

1. The services rendered as well as the further expenses incurred and to be substantiated (time searching for faults equals working time) shall be invoiced to the Client if the repair cannot be carried out by the Contractor for reasons for which they are not responsible, particularly because
 - the defect objected to did not occur during the inspection;
 - spare parts cannot be procured for reasons for which DEAXO is not responsible;
 - the Client has culpably missed the agreed deadline;
 - the Client has not provided the object to be repaired;
 - the Client has not provided access to the object to be repaired in due time;
 - The contract has been terminated during performance.The inability to repair is deemed equivalent to the situation where a defect / deficiency cannot be remedied in an economically viable manner after consultation with the Client.
2. The object to be repaired need only be returned to its original condition at the express request of the Client and against reimbursement of the costs, unless the work carried out was not necessary.

V. Assistance and technical support of the Client in a service outside the Contractor's works

1. The Client undertakes to support DEAXO's personnel in the performance of the service.
2. The Client undertakes the necessary special measures to protect persons and property at the workplace. The Client is obliged to inform DEAXO in due time about existing special safety regulations, insofar as these are of importance for the repair personnel. The Client shall notify DEAXO of violations of such safety regulations by the repair personnel.
3. The Client provides technical assistance at his own expense, in particular to:
 - a) Provision of the necessary suitable auxiliary personnel in the number and for the time required for the service. Auxiliary personnel must follow the instructions of the site manager. DEAXO assumes no liability for the auxiliary personnel. If a defect or damage is caused by the auxiliary personnel on the basis of instructions given by the site manager, the provisions of Sections IX and X apply accordingly.
 - b) Carrying out all construction, bedding and scaffolding work including procurement of the necessary building materials.

- c) Provision of the required scaffolding, lifting equipment and other devices and heavy tools as well as the required commodities and materials (including welding and test gases in the respective required quality). The statutory and trade association safety regulations must be complied with during deployment.
 - d) Provision of heating, lighting, operating power, water, energy including the necessary connections, lockable recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for repair personnel.
 - e) Provision of essential, dry, and lockable rooms for the storage of the service personnel's tools.
 - f) Protecting the workplace(s) and materials from harmful influences of any kind. Cleaning the workplace.
 - g) Provision of the materials and performance of all other actions necessary for the adjustment and commissioning of the object of the service, and to perform a contractually agreed trial.
- 4. The Client's technical assistance must ensure that the service can be started immediately after the arrival of the personnel and carried out without delay until acceptance by the Contractor. If the service is delayed or interrupted for reasons beyond DEAXO's control, DEAXO shall be entitled to withdraw personnel, claim the costs for the departure and return journey and to charge for the waiting time.
 - 5. If the Client does not comply with his obligations, DEAXO is entitled, but not obliged, after giving notice, to carry out the actions incumbent on the Client for him and at his expense. In all other respects, the Contractor's statutory rights and claims as well as the provisions in Section IV shall remain unaffected.
 - 6. All earthwork, foundation work, tinsmithing, roofing, steel construction, building work and other ancillary work outside the trade, as well as the opening and closing of breakthroughs, slots, core drilling, inspection facilities in walls, ceilings and shafts, electrical, cabling and control services, insofar as they have not been explicitly commissioned to DEAXO, including skilled and unskilled labour, required building materials and tools, must be provided by the Client.
 - 7. Prior to the start of the assembly work, the Client must provide the necessary information on the location of concealed electrical wiring and gas and water lines or similar installations as well as the required structural data without being requested to do so.
 - 8. If the object of the service is not provided by DEAXO, the Client must instruct DEAXO of any existing commercial property rights with regard to the object. The Client indemnifies DEAXO against any claims by third parties in connection with a breach of the aforementioned duty to inform.

VI. Transport and insurance for services rendered at the location of the Client

- 1. Unless otherwise agreed upon in writing, any delivery and removal of the object of the service - including any packaging and loading - carried out at the request of the Client is to be performed at his expense; otherwise the object of the service is to be delivered to DEAXO by the Client, at their expense, and collected again by the Client after the work has been carried out at DEAXO. Any transport risks shall be borne by the Client.
- 2. At the request of the Client and at his expense, the outward and, if applicable, the return transport can be insured against insurable transport risks, e.g. theft, breakage, fire, etc.

3. There is no insurance cover while DEAXO is working in the factory. The Client ensures that the existing insurance cover for the object of the service is maintained, e.g. with regard to fire, mains water, storm and machine breakage insurance. Separate insurance cover for these risks can only be procured by DEAXO at the expressed request and expense of the Client.

VII. Applicable time limits

1. All information on the completion time is based on estimates and is therefore non-binding, unless otherwise individually agreed upon.
2. The agreement of a binding completion time, which must be designated as binding in writing, can only be demanded by the Client when the scope of the work has been precisely determined.
3. The completion time is deemed to have been complied with if the object of the service is ready for acceptance by the Client, when the time limit expires or, in the case of a contractually agreed trial, at the time the trial is ready to be performed.
4. In the case of additional and extended orders placed at a later date or in the case of necessary additional service work, the agreed completion time shall be extended accordingly.
5. If the service to be performed is delayed due to unforeseen (operational disruption, industrial action, force majeure, official intervention, etc.) or due to circumstances for which DEAXO is not responsible, a reasonable extension of the completion time applies insofar as such circumstances demonstrably affect the completion of the service. This also applies if such circumstances occur even after DEAXO has already been delayed.

VIII. Final assessment

1. The Client is obliged to accept the delivery of the object of the service as soon as he has been notified of its completion and any stipulated trial of the object, if contractually agreed, has been performed. The Client may not refuse acceptance if a possible defect is merely non-essential. If acceptance does not occur within 2 weeks after notification of the completion of the service work, the acceptance shall be deemed to have occurred. The receipt of the final invoice shall be regarded as notification of the completion of the service work.
2. Obvious defects shall be reported to DEAXO within 14 calendar days after acceptance.

IX. Client claims for defects

1. In the event of any improper modifications, maintenance or repair work carried out by the Client or third parties without the consent of DEAXO, DEAXO assumes no liability for the resulting consequences.
2. If the service provided by DEAXO is defective, we will provide subsequent performance by remedying the defect (rectification). The Client must give us the necessary time and opportunity for this. Our right to refuse subsequent performance under the legal conditions remains unaffected.
3. DEAXO is entitled to make the owed subsequent performance dependent upon the Client paying the contractually agreed remuneration for DEAXO's service. However, the Client is entitled to retain a part of the remuneration that is reasonable in relation to the defect.

4. DEAXO bears the expenses necessary for the purpose of inspection and subsequent performance if a defect is factually present. Otherwise, DEAXO may demand reimbursement from the Client of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs as well as personnel expenses on the basis of the hourly rates attached in Annex 1), unless the lack of defectiveness was not apparent to the Client.
5. If subsequent performance has failed or if a reasonable deadline to be set by the Client for subsequent performance has expired unsuccessfully or is dispensable according to legal provisions, the Client may withdraw from the contract or reduce the contractually agreed remuneration. The right of withdrawal is precluded in the event of an insignificant defect.
6. If parts of the object of service are damaged by fault of DEAXO, at the option of the Client, DEAXO performs any repairs or delivers replacements at DEAXO's expense.
7. The limitation period for claims for defects is one year from acceptance. Special statutory provisions on the statute of limitations remain unaffected.
8. Claims for damages by the Client due to defect remain unaffected and exist exclusively in accordance with Clause X.

X. Liability

1. In the event of intentional or grossly negligent breaches of duty by DEAXO, its representatives or its vicarious agents, DEAXO is liable in accordance with the legal regulations. The same applies in the event of culpable breach of essential contractual obligations. Unless there is an intentional breach of duty, DEAXO will, however, only be liable for the foreseeable, typically occurring damage.
2. Liability for culpable injury to life, limb or health and liability under the German Product Liability Act remains unaffected.
3. Any other liability of DEAXO is excluded.

XI. Applicable law and jurisdiction

1. The law of the Federal Republic of Germany applies exclusively to all legal relationships between DEAXO and the Client.
2. The place of jurisdiction is the place of business of the DEAXO branch office that received the order. However, DEAXO is also entitled to file an action at the general place of jurisdiction of the Client.
3. Should any of the above conditions be invalid in whole or in part, the validity of the remaining conditions remains unaffected. In such an event, the invalid provision shall, if possible, be reinterpreted or supplemented in such a way that the economic purpose intended by the invalid provision is achieved or comes as close as possible. This shall also apply in the event that these provisions have a legal omission.
4. The place of fulfilment for the service is the respective premise of the Client, for payments Dresden.

Annex

Annex 1 – Hourly Rates on request