

# REPAIR TERMS AND CONDITIONS

## Braehler Systems GmbH

### 1. Conclusion of a contract

The devices sent by the client to BRAEHLER Systems GmbH (named BRAEHLER in the following) with a repair order will be examined by BRAEHLER with respect to technical function and feasibility for a repair, and the deficiencies indicated by the client under consideration of Section 6 (Service Exclusions and Diagnostic) are corrected as a separate service. If a written order confirmation is not contradicted, it then becomes binding for the contents of the contract and the scope of the repairs. Ancillary agreements and changes to the contract may only be made with written confirmation of BRAEHLER.

### 2. Acceptance of order

The customer shall return the item subject to the complaint to BRAEHLER (respectively an authorized BRAEHLER Service Provider) own his expense and risk together with the sales receipt and a description of the defect that shall be as precise as possible.

Should a product turn out to be error-free after checking, or for the purpose of missing/inaccurate description of the error, we must put in statement a service-charge in the amount of at least EUR 50,00 however depending on time and effort necessary for troubleshooting (see also Section 6. Service Exclusions and Diagnostic).

### 3. Prices and payments

The handling fee for repairs and complaints is:

- a) EUR 50,00 for products with a gross list price less EUR 250,00
- b) EUR 100,00 for products with a gross list price equal or greater than EUR 250,00

The handling fee will be deducted from the invoice amount.

In case of collective deliveries the handling fee will be calculated per article. If repairs are irreparable or its reparation is not required, the handling fee will be charged to the customer and the goods returned to his costs.

The calculation of the repair price shall include a separate listing of prices for special performances or any parts and materials used, as well as the prices for the work performed, travel and transport costs. If repairs based on a binding estimate are carried out, a reference to the estimate shall suffice; only changes to the extent of the performance are to be listed separately. Any queries regarding the invoice must be submitted in writing within 4 weeks after receipt at the latest. Payments shall be made at once after the invoice has been received without deducting cash discount. With holding of payments or offsetting due to possible counterclaims by the customer shall not be permitted.

### 4. Cost specification, cost estimate

If expressly desired by the customer, the client is given the repair fixed price or the estimated repair price at the conclusion of the contract with an order confirmation, otherwise the client can set cost limits.

If the repair cannot be performed at these costs or if the client deems the performance of additional work necessary during the course of the repair, the approval of the client must be obtained if the specified costs will be exceeded by more than 20%. If a cost estimate with binding price specifications is desired before performance of the repairs, this must be requested by the client expressly and in writing. Such a cost estimate is only binding if it has been made in writing and is designated as binding. The services performed for the preparation of the cost estimate will not be charged to the client if they are used for the performance of the repairs.

## 5. Warranty

The warranty evaluation and fulfillment of the warranty on the object for repair are performed exclusively at the location of BRAEHLER (respectively an authorized BRAEHLER Service Provider). For this purpose, the client sends the object for repair to BRAEHLER at the cost of the client. If the repairs are covered by the warranty for the object for repair, BRAEHLER is required to repair the object or to send an equivalent replacement to the client at BRAEHLER's cost. After approval of the repairs, BRAEHLER is only liable for deficiencies in the work performed by BRAEHLER Systems.

The warranty period is one year from the approval of the repairs by the client. For a case under warranty, if the first attempt to repair the deficiencies is not successful, BRAEHLER has the right to make a second attempt. The client must inform BRAEHLER of any identified deficiencies immediately and in writing.

The client no longer has the right to make a claim on the deficiencies if the client did not inform BRAEHLER of these deficiencies no later than one week after they were identified. The warranty period is extended by the duration of the downtime caused by the work to repair the deficiencies of the object for repair. BRAEHLER has no liability if the deficiency is insignificant for the interests of the client or is based on circumstances for which the client is responsible. This applies in particular with respect to the parts provided by the client.

BRAEHLER has no liability for consequences resulting from any improper changes made or work performed by the client or third parties without prior approval of BRAEHLER. If BRAEHLER is responsible for the lapsing of the suitable grace period for the repair of deficiencies, the client has a right of reduction. The right of reduction of the client also applies in other cases of repeated failure in repairing the deficiencies. Only if the repair is demonstrably of no interest for the client, despite reduction, can the client withdraw from the contract after a timely notice.

## 6. Service Exclusions and Diagnostic

BRAEHLER may charge the client a diagnostic fee (including shipping charges) if BRAEHLER inspects the client's product and determines that

- the defect does not occur during the inspection.
- the client's product has failed due to or has incompatibilities with software or data residing or recorded on the client's product.
- a repair is not economically justifiable.
- service is required due to the failure of parts that are neither supplied by BRAEHLER, additional labor or parts are required that were not specified in the original estimated charges and you do not agree to authorize service based on BRAEHLER's revised estimated charges.
- service cannot be performed because the serial number has been altered, defaced or removed or the product has failed due to accident, abuse, liquid spill or submersion, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than BRAEHLER or an BRAEHLER Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes ("Service Exclusions").
- the client did not send a detailed description of the defect.

The amount of diagnostic expenses charged according to cost of troubleshooting, but will be at least EUR 50,00.

BRAEHLER will return the client's product to the client without servicing it and may charge the client the diagnostic fee.

## **7. Transport and insurance**

If no other written agreement has been made, the outward and return transport of the object for repair – including any packaging and loading – are performed at the client's cost. The client is free to pick up the object from BRAEHLER after repair has been performed. The client is responsible for risks associated with transport. At the request and cost of the client, the outward and return transport can be insured against insurable transport risks (such as theft, damage, fire, etc.).

During the repair period at BRAEHLER's location, there is no insurance protection. The client must ensure the continuance of existing insurance protection for the object for repair. Only upon express request of the client can insurance protection be provided for these risks. In case of delay, for which the client is responsible, of transfer, BRAEHLER can bill the client for storage at the BRAEHLER's location.

The object for repair can be stored in other manners according to the discretion of BRAEHLER. The client is responsible for the costs and risks associated with the storage.

## **7. Repair deadline**

The specification of repair deadlines and times are made based on estimates and are therefore non-binding. The agreement of a binding repair deadline, which must be designated as such, can only be provided to the client after the scope of the work to be performed is known in detail. The binding repair deadline is met once the object for repair is ready for the return transport or for pick-up by the client. In the event of additional or supplementary orders or for necessary additional repair work, the agreed repair deadline is extended accordingly. If the repairs are delayed due to labor disputes, in particular strikes and lockouts, or due to the occurrence of circumstances for which BRAEHLER is not responsible, and if such obstructions demonstrably have a significant influence on the completion of repairs, then a suitable extension shall be made; this also applies if the circumstances occur after BRAEHLER is already behind schedule.

If demonstrable damages arise for the client as a result of delay by BRAEHLER, the client has the right to claim compensation for the delay under exclusion of other claims. This amount is 5% for each full week of delay, up to a maximum of 50% of the repair price for the portion of object to be repaired by BRAEHLER which cannot be used on time as a result of the delay.

If the client provides a suitable grace period for BRAEHLER, which must refer to the contractual stipulations, and this deadline is not met, the client has the right to withdraw from the contract. Additional claims, Section 10 of these provisions notwithstanding, cannot be made.

## **8. Approval**

The client is obliged to inspect the repair work as soon as the repaired object has been provided to the client again. If the work is found to be not in compliance with the contractual provisions, BRAEHLER is obliged to repair the deficiencies. This does not apply if the deficiency is insignificant for the interests of the client or is based on circumstances for which the client is responsible. If a nonessential deficiency is present, the client can refuse approval if BRAEHLER expressly recognizes the obligation to rectify the deficiency. If the approval procedure is delayed, for which BRAEHLER is not responsible, the approval is considered to be given after a deadline of two weeks after notification that the repairs have been completed. With approval, BRAEHLER is no longer liable for recognizable deficiencies unless the client has reserved the right to claim a certain efficiency.

## **9. Retention of title, extended lien rights**

BRAEHLER retains ownership of all accessories and spare and replacement parts until the receipt of all payments for invoices related to the repair contract. Additional security agreements can be made. BRAEHLER has a right of lien resulting from the claims from the repair contract for the object of the client now in the possession of BRAEHLER due to the contract. The lien rights can also be asserted from claims for previously performed work, deliveries or other services.

In regard to contractor's lien, the legal provisions apply insofar as nothing else has been stipulated in writing.

**10. Other liability of BRAEHLER, exclusion of liability**

If parts of the object for repair are damaged, for which BRAEHLER is responsible, BRAEHLER may choose whether to repair or replace, at the cost of BRAEHLER. The obligation to replace is limited to the value of the contractual repair price. In addition, the following paragraph applies accordingly. The client cannot make any claims for replacement above and beyond the claims specified in these provisions, in particular, no claims towards BRAEHLER may be made for compensation, including non-contractual action or other rights due to any disadvantages associated with repair. The legal grounds specified are irrelevant. This exclusion of liability does not apply in case of gross negligence or willful intent of BRAEHLER or BRAEHLER's employees or agents or for the violation of essential contractual obligations. In case of culpable violation of essential contract obligations, BRAEHLER is liable – except for cases of gross negligence or willful intent – only for contractually typical, reasonably foreseeable damages. In addition, the exclusion of liability does not apply in cases in which liability must be assumed according to the product liability law for defects of repair for personal injury or material damage on privately used objects. It also does not apply for errors from properties that are expressly guaranteed in writing if the guarantee was intended to protect the client from damages that do not occur directly to the object itself.

**11. Other provisions, place of jurisdiction**

If the buyer is a company or legal entity of a public agency or a public-agency special fund, the place of business of the suppliers (Koenigswinter; Germany) is the sole jurisdiction for all disputes arising directly or indirectly from the contractual relationship. All obligations from this contractual relationship are to be fulfilled at the place of business of the supplier. German law applies, in particular for deliveries to other countries.

*The current German version of our General Terms and Conditions is legally binding.  
Koenigswinter, 5.2022*