

General Terms and Conditions of Maintenance (GTCM)

I. Validity

- (1) These General Terms and Conditions of Maintenance (hereinafter ref. to as GTCM) shall apply in addition to the General Terms and Conditions of Business (hereinafter ref. to as GTC) of the Contractor (hereinafter ref. to as the Contractor). If these are not known to the client (hereinafter ref. to as the Client), the Contractor shall make them available on request at any time. The general terms and conditions of the Contractor (GTC) shall therefore apply in principle, unless otherwise stipulated in these General Terms and Conditions of Maintenance (GTCM).
- (2) Maintenance work, repairs and all other service assignments within the scope of maintenance shall be carried out exclusively on the basis of these General Terms and Conditions of Maintenance (GTCM). Any other terms and conditions of the Client shall not be accepted by the Contractor, even if they are not expressly contradicted.
- (3) If conditions deviating from the Contractor's General Terms and Conditions (GTC) have been agreed for the delivery of material which necessity for use does not first become apparent during the work, their validity shall not apply to the conditions for work in accordance with I. 2. of these GTCM.

II. Scope of services

- (1) The Contractor's scope of services includes the maintenance of the maintenance objects as specified in the Contractor's maintenance offer.
- (2) Unless expressly stated, this does not include the inspection of on-site electrical switching or control units and, in particular, the electrical disconnection from or connection of the serviced devices to the power supply.
- (3) The scope of services does not include the repair of violent damage of any kind, damage or malfunctions caused by improper handling or third-party intervention, or damage caused by external influences on the maintenance objects (e.g. weather).
- (4) The provision and provision of work platforms, lifting gear and vehicles, cranes and extra-long ladders (work equipment for work at heights of more than three meters above the working level) is not part of the Contractor's scope of services. If necessary, these shall be provided by the Client in good time at the Client's risk and expense.

III. Execution options of the maintenance offer

- (1) The Contractor shall offer to carry out the work described in the maintenance offer on the basis of three options to be selected by the Client.
- a - Basic Option (ref. to as "BASIS" hereinafter): The contractor only carries out a maintenance assignment as described in the maintenance offer, at the earliest ten working days after the order is placed.
- b - Cycle Option (ref. to as "TURNUS" hereinafter): The maintenance order is placed for an indefinite number of maintenance assignments, but at least two. The Contractor shall carry out two maintenance assignments as described in the maintenance offer; the first at the earliest ten working days after placing the order, the second with a lead time of five working days after being called by the Client. After two maintenance assignments have been carried out, the Contractor shall regularly inform the Client of the need for further maintenance assignments at the resulting intervals for as long as the Client wishes. The Client's order shall be valid for two maintenance assignments as described in the Contractor's offer; thereafter, the Client's order shall also be deemed to have been placed for the next performance of the maintenance work, unless the Client terminates the maintenance order in accordance with X. 1.
- c - Extended Cycle Option (ref. to as "TURNUS+" hereinafter): The maintenance order is placed for an indefinite number of maintenance assignments, but at least three. The Contractor shall carry out the maintenance work at the regular intervals requested by the Client (every 3, 6 or 12 months). The Client's order shall be valid for three maintenance assignments as described in the Contractor's offer; thereafter, the Client's order shall also be deemed to have been placed for the next performance of the maintenance work, unless the Client terminates the maintenance order in accordance with X. 1.

IV. Client's obligations

- (1) If permits are required for the execution of the Contractor's work, the Client shall obtain these at its own expense prior to commencement of the work. If the Contractor assists him in this, the Client shall bear any costs incurred as a result.
- (2) The Client shall take care of these preconditions at his own expense and make them available in good time before the start of the work:
- a - 400 V site power for tools and lighting;
- b - 230 V power for tools and lighting;
- c - Accident-proof covering of open pits and breakthroughs;
- d - accident-proof scaffolding for work at a height of more than 3 m above the maintenance level;
- e - adequate changing facilities, washing water and sanitary facilities for the Contractor's staff.
- (3) If the use of vehicles is necessary for the execution of maintenance work, e.g. for the transportation of spare parts at the place of maintenance, the transport of materials on the construction site shall be carried out by the Client at its expense.

V. Execution deadlines

- (1) The duration of the work to be carried out shall be estimated by the Contractor to the best of its knowledge; it shall be extended appropriately if the work is delayed due to circumstances on the construction site through no fault of the Contractor or if obstacles arise that are beyond the Contractor's control - regardless of where these obstacles arise.
- (2) If the Client wishes the maintenance work to be carried out in accordance with the Basic option described in the Contractor's maintenance offer, it shall be carried out at the earliest 10 working days after the order is placed. If the Rotus option has been agreed, the first maintenance work shall be carried out at the earliest 10 working days after the order has been placed, the second maintenance work shall be carried out on call by the Client with a lead time of five working days. If the Turnus+ option has been agreed, the first maintenance work shall be carried out at the earliest five working days after call-off by the Client.

VI. Disposal

- (1) The disposal of residual materials, waste and products subject to the ElektroG (WEEE Directive) arising during the maintenance work is not part of the Contractor's scope of services.
- (2) The disposal of parts removed from the systems to be serviced or any cleaning fluid is not part of the Contractor's scope of services.
- (3) Packaging material from materials installed in the maintenance objects as part of the

maintenance work, which the Client has purchased from the Contractor, shall be taken back by the Contractor immediately after completion of the maintenance work at the request of the Client. The costs for the disposal of the packaging material shall be borne by the Client.

VII. Prices

- (1) The prices stated in the maintenance offer are for the performance of the work in the manner intended by the Contractor, for which the description in the maintenance offer is binding.
- (2) If the Client makes special requests during or after the execution of the work which deviate from the manner of work envisaged by the Contractor or otherwise cause additional expenditure, the Client shall bear the additional costs for materials, wages, etc. incurred as a result.
- (3) If a case pursuant to VII. 2. occurs, the additional work shall be invoiced against proof of its execution and the material used. The basis shall be the Contractor's current list prices for materials and its hourly rates. The work reports of the Contractor signed by the Client or its representatives shall be recognized by the Client as proof.
- (4) If dead times (e.g. waiting times) occur for which the Contractor is not responsible, the Client shall bear the resulting costs.
- (5) Consumables, spare and wear parts are not included in the Contractor's maintenance price.
- (6) If the Principal wishes the maintenance work to be carried out in accordance with the regular maintenance option described in the Contractor's maintenance offer, the prices quoted shall remain unchanged for two maintenance assignments, in the case of the regular+ option for three maintenance assignments, but for a maximum of two years from the first maintenance assignment.
- (7) If the Client does not call off a service and/or delivery of the Contractor until eight weeks after it has been ordered for performance and if any existing maintenance contract or a confirmation of the Contractor does not contain any other provisions in this respect, the Contractor shall be entitled to invoice the costs for the service and/or delivery at its prices applicable at the time of performance and/or delivery.

VIII. Payment

- (1) Unless otherwise stated in the maintenance offer, all invoices of the Contractor relating to maintenance, repair or service work shall be payable net immediately upon receipt; this shall also apply if materials are invoiced with these invoices.

IV. Liability

- (1) The Contractor's liability for its own fault and the fault of its vicarious agents shall be limited to intent and gross negligence. Liability for damage caused by terrorism is generally excluded.
- (2) This limitation of liability does not apply to claims arising from product liability and those based on injury to life, limb or health or a breach of so-called cardinal obligations, i.e. obligations which must be complied with in order to achieve the purpose of the contract. In the latter case, however, liability is limited to compensation for typical, foreseeable average damages.
- (3) If the damage incurred by the Client is covered by insurance, the contractor is only liable on a subsidiary basis.
- (4) In the event of damage occurring or having occurred, the Client undertakes to immediately make or have made all necessary efforts to limit the damage and minimize its effects.
- (5) The Client shall be liable for the proper disposal of any washing liquid that may be produced during maintenance work by the Contractor and for the proper, state-of-the-art design of the wastewater systems available at the Client's premises into which the Contractor shall discharge any washing liquid produced at the instruction of the Client.

X. Termination of contract

- (1) If no exact date (day of the week) has been agreed for the performance of maintenance, the contract may be terminated by the Client by written notification to the Contractor without notice at any time if at least one maintenance assignment (BASIS), two maintenance assignments (TURNUS) or three maintenance assignments (TURNUS+) have been performed; if a date has been agreed, termination is possible in each case with effect from the end of the maintenance work.
- (2) A notice period of one month to the end of the quarter applies to the Contractor.

XI. Right of the Contractor to withdraw

- (1) The Contractor may withdraw from maintenance work if preparatory measures have not been carried out by the Client or if, due to circumstances for which the Client is responsible, the applicable official or statutory regulations (e.g. those of the accident prevention regulations) cannot always be complied with in all respects during the performance of the maintenance or if special requests of the Client pursuant to VII. 2. cannot be carried out or are unreasonable.
- (2) If the Contractor withdraws from the maintenance with ref. to XI. 1, the Client must bear the costs incurred up to the withdrawal.

XII. Acceptance of the work

- (1) The work carried out by the Contractor and the serviced maintenance objects or installed materials shall be deemed to have been finally accepted upon signature of the Contractor's work report by the Client or its authorized representatives.
- (2) If acceptance is delayed for reasons for which the Contractor is not responsible, acceptance shall be deemed to have taken place one week after completion of the work in accordance with XII. 1.
- (3) If, for reasons for which the Client is responsible, a new journey by the Contractor's personnel is necessary for the acceptance, the Client shall bear the costs incurred as a result.

XIII. Warranty

- (1) If the work carried out by the Contractor is defective, the Client is obliged to inform the Contractor of this immediately and to give the Contractor the opportunity to remedy the defect.
- (2) If the subsequent performance does not bring the expected success, the Client shall be obliged to grant the Contractor a further opportunity for subsequent performance. If this is not or not successfully carried out within a reasonable grace period to be set, the Client shall be entitled to the statutory warranty claims.
- (3) A claim for damages in the event of the occurrence of circumstances according to V. 1., XI. 1. and XIII. 1 or 2. is excluded.

XIV. Final provisions

- (1) All the above and aforementioned terms and conditions are a translation of the German original. In the event of a dispute, the German wording shall prevail.
- (2) These maintenance conditions are valid as of January 2024. PRO 15.09-2023.04-101

These and other General Terms and Conditions can also be viewed on our website at www.ilt.eu/en/gtc (Imprint & Legal, Terms and Conditions).