

## General Terms and Conditions of KADIA Produktion GmbH + Co.

July 2025

### I. General Terms and Conditions of Supply

#### 1. General

(1) All deliveries and services of KADIA Produktion GmbH & Co. (»KADIA«) are subject to these General Terms and Conditions of Supply and any separate contractual agreements. Deviating, opposing or supplementary general terms and conditions of the customer will only become components of the contract if KADIA has expressly consented to their application. This consent requirement always applies, e.g. even if KADIA makes the delivery to the customer without reservation despite being aware of its general terms and conditions.

(2) Place of performance for both parties and for all claims under the contract is Nürtingen (Federal Republic of Germany). Customary commercial clauses (such as FCA Nürtingen) will be construed on the basis of the definitions of the International Chamber of Commerce applicable at the time when the contract is concluded.

(3) Unless otherwise stated in KADIA's offers, all offers are subject to changes and non-binding. In cases where there is no special agreement, a contract will be deemed to have been concluded when KADIA issues the order confirmation in writing. The written form requirement for the order confirmation will also be deemed met if the order confirmation is transmitted in text form by way of remote data transmission (e.g. email) or fax.

(4) Orders will be deemed to be binding offers from the customer to contract. Unless otherwise clear from the order, KADIA is entitled to accept this offer to contract within 14 days from when KADIA receives the offer.

(5) The customer must ensure that electronic orders are only transmitted by employees who are authorised to do so.

(6) Documents such as images, drawings, sketches and other representations as well as measurements, weights and output data are for illustration purposes only. They are not binding for purposes of construction and technical design; KADIA reserves the right to determine the construction and technical design.

(7) KADIA reserves title and copyright in drawings, documentation, samples, offers, cost estimates and other documents. They may not be reproduced or made accessible to third parties without KADIA's consent.

(8) Individual agreements concluded with the customer in the individual case (including collateral agreements, additions and amendments) always take precedence over these General Terms and Conditions of Supply. A written agreement or KADIA's written confirmation will be decisive for determining the content of such agreements unless there is counter-evidence.

(9) Declarations and notices which are significant from a legal point of view and which must be submitted to KADIA by the customer after conclusion of the contract (e.g. deadlines, notices of defects, rescission declarations or price reductions) must be in writing to be valid.

#### 2. Delivery period, delay in delivery, force majeure

(1) The delivery period will be agreed individually between the parties. Otherwise KADIA will state the delivery period when it accepts the order.

(2) In order for delivery periods to be met, all technical and commercial details must have been clarified and the customer must have complied with all of its duties, such as making an advance payment or supplying KADIA on time with process-relevant data and material in accordance with section 6 (2) of these General Terms and Conditions of Supply. If this is not the case, the delivery period will be extended accordingly. This does not apply if KADIA is responsible for the delay.

(3) Compliance with the agreed delivery periods is subject to KADIA itself receiving correct and timely delivery from its own suppliers.

(4) Where no acceptance of the delivery item has been agreed, an agreed delivery period will be deemed met if the delivery item has left KADIA's plant by expiry of the delivery period or the customer has been informed that the delivery item is ready for dispatch. Where acceptance has been contractually agreed - apart from where the customer is entitled to refuse acceptance - the contractually-agreed acceptance date will be decisive or, alternatively, when KADIA announces that the item is ready for acceptance.

(5) If non-compliance with the delivery period is due to force majeure, labour disputes or other events beyond KADIA's control, KADIA will be released from its performance obligations for the duration of the event and the delivery period will be extended accordingly. KADIA will inform the customer of the beginning and end of such circumstances as soon as possible.

#### 3. Delivery, passage of risk, acceptance, default of acceptance

(1) Unless there is an individual agreement to the contrary, the risk will pass to the customer once the delivery item has left KADIA's plant; this also applies to part-deliveries and where KADIA has agreed to provide other services, e.g. to pay for the delivery costs or to provide delivery and assembly.

Unless otherwise agreed, the duties to ensure that the delivery item is safely loaded, stowed and secured for transportation and with regard to unloading lie with the customer or its carrier, forwarding agent or party collecting the delivery item.

(2) The customer will be responsible for installing the delivery item as a matter of principle. The customer must ensure that suitable lifting means are available on time for installation. Where the parties have agreed that KADIA will install the delivery item, the machine including all of its component parts will be unloaded from the lorry by a shipping company commissioned by KADIA, transported to the assembly point and put into position. Unless otherwise agreed between the parties, all of the auxiliary aids (e.g. crane, fork lift truck and tank steel rollers) required for this purpose will be provided in time by the customer. If the parties have agreed that the delivery item is to be installed by KADIA, the customer must ensure, in particular, that the installation site is free of obstacles and interfering contours.

(3) Where acceptance has been agreed, this must take place without undue delay at the agreed time, alternatively once KADIA has notified the customer that the delivery item is ready for acceptance. The customer may not refuse acceptance on grounds of an insignificant defect provided that KADIA expressly acknowledges its duty to remedy the defect. The statutory provisions of the law on contracts for work and services apply accordingly to any agreed acceptance. If the customer is in default with acceptance, this will be regarded as being equivalent to handover/acceptance.

(4) If dispatch or acceptance is delayed or does not take place as a result of circumstances for which KADIA is not responsible, the risk of accidental loss or accidental deterioration of the delivery item will pass to the customer at the latest from the day on which KADIA notifies the customer that the delivery item is ready for dispatch/acceptance.

(5) If dispatch/acceptance of the delivery item is delayed for reasons for which the customer is responsible, if the customer fails to perform an act of cooperation or if the delivery or acceptance is delayed for other reasons for which the customer is responsible, KADIA will have the right to claim compensation for the loss it suffers in this respect including any additional expenses. Without prejudice to any further claims, after fruitless expiry of a reasonable subsequent period, KADIA is entitled to dispose of the delivery item in another manner; in particular, it may store the delivery item at the cost and risk of the customer and/or make the delivery to the customer on a later date which is reasonable.

(6) Part-deliveries are permitted where the customer can reasonably be expected to accept such.

#### **4. Prices and terms of payment**

(1) Prices are without discounts or other reductions ex works Nürtingen and excluding packaging, carriage and insurance, and the statutory value added tax is payable on top.

(2) If special commissions require the use of new technology or methods and additional costs result from this, KADIA has the right to request an adjustment of the agreed prices in line with the adjusted costs; delivery dates and terms of payment must be agreed again accordingly. This provision only applies if the order confirmation expressly refers to this possibility. In this case, the state of the art, which is the basis of the original price, will be described in the order confirmation.

(3) After expiry of the agreed payment periods, KADIA has a right to charge interest equivalent to the interest on loans charged by its bank; the customer is entitled to prove that KADIA did not suffer a loss as a result of its delay or that the loss incurred was considerably lower than the fixed amount. KADIA will only provisionally accept payment instructions, cheques, bills of exchange and other means of payment; these will only be finally accepted once the amount in question has been credited to KADIA's bank account. Discounting and prolonging bills of exchange do not equate to performance.

(4) If the customer does not make a payment which is due or otherwise defaults with payment, KADIA can set it a reasonable period for performance connected with a threat to terminate the contract for the event that the period should fruitlessly expire; setting such a period will also be deemed to be a warning notice within the meaning of section 286 German Civil Code (BGB). If the customer does not make payment by expiry of this period, KADIA can terminate the contract and dispose of the delivery item in another manner. In the case of such a termination, KADIA can demand the full purchase price. Payments already made as well as the value of any components which can be used in another manner without having to modify them will be deducted. If the customer's conduct in breach of contract is the result of force majeure, KADIA can only claim the costs incurred up until termination as well as the costs it can no longer avert. Further-reaching statutory rights and claims (e.g. compensation claims in the case of a culpable breach of duty by the customer) remain unaffected.

(5) If it becomes apparent after conclusion of the contract that the claim to the purchase price is at risk owing to the customer's inability to make the payment (e.g. if an application is filed for insolvency proceedings to be commenced), KADIA is entitled to rescind the contract in accordance with the statutory provisions due to refusal of performance, after setting a deadline for payment where appropriate (section 321 German Civil Code (BGB)). In the case of contracts for the manufacture of unique items (custom-made items), KADIA can rescind the contract immediately; the statutory provisions on dispensing with setting a deadline remain unaffected.

(6) The customer will only be entitled to rights of offset and rights of retention if its claim has been established with binding legal effect or is not disputed. In the case of defects in delivery, the customer's counter-claims, especially in accordance with section 7 of these General Terms and Conditions of Supply, remain unaffected.

## **5. Retention of title**

(1) Until full payment of all of KADIA's current and future claims under the contract and any on-going business relationship (secured claims), KADIA reserves title in the delivery items sold.

(2) The delivery items subject to retention of title may neither be pledged to third parties nor handed over as security until the secured claims have been paid in full. The customer will inform KADIA without undue delay in writing if an application is filed for commencement of insolvency proceedings or to the extent that third parties gain access to the delivery items belonging to KADIA (e.g. pledges).

(3) In the event of a breach of contract by the customer, in particular in the case of default with payment, KADIA will have a claim for surrender of the delivery items. The claim for surrender does not simultaneously include a declaration of rescission; instead, KADIA is entitled to merely request that the delivery items be surrendered and to reserve the right to rescind the contract. If the customer does not pay the purchase price when it is due, KADIA may only assert these rights if KADIA has first set the customer a reasonable deadline for payment which has fruitlessly expired or if the statutory provisions do not require KADIA to set such a deadline.

(4) If the law of the country in which the delivery item is located does not permit a right of retention but permits the seller to reserve other rights in the delivery item, KADIA can exercise all rights of this nature. The customer will cooperate with the measures which KADIA wants to take in order to protect its right of title - or another right in the delivery items in place of the right of title.

## **6. Scope of function and function tests**

(1) If agreed between KADIA and the customer, the delivery items will be tested before delivery. Unless there is an individual agreement with the customer to the contrary, only such delivery items will be owed with which products on the market, of the size and quality set out in the specification, can be processed.

(2) If a functional test prior to delivery of the delivery items is agreed on the basis of a separate agreement with the customer, the product provided for test purposes must be identical to the original product in terms of quality, size, behaviour, appearance and condition. KADIA will only be responsible for the fate and disposal of the testing material provided to the extent expressly stated in the order confirmation.

## **7. Claims for defects**

KADIA will be liable as follows for material and legal defects excluding other claims - subject to section 8 - as follows:

### **Material defects**

(1) The customer's claims for defects are subject to it having complied with its statutory duties of inspection and to make a complaint if it finds a defect (sections 377, 381 German Commercial Code (HGB)). If a defect is discovered on inspection or at a later time, KADIA must be informed of this in writing without undue delay. Irrespective of this duty of inspection and to notify defects, the customer will notify KADIA in writing of obvious defects (including incorrect and short delivery) without undue delay after delivery, whereby sending the notification by the deadline will be sufficient for timely notification. If the customer fails to properly inspect the goods and/or to notify a defect, KADIA's liability is excluded in relation to the defect not notified to KADIA.

- (2) KADIA will not provide a warranty for material defects if
- a) products of the customer to be processed do not meet the agreed requirements;
  - b) the customer changes the delivery item (section 7 (9)) remains unaffected);
  - c) the delivery item was assembled or put into operation in a manner which did not correspond with KADIA's instructions;
  - d) KADIA's operating and maintenance instructions were not followed or the delivery item was handled improperly in another manner;
  - e) the customer does not use tools, apparatus and auxiliary aids (e.g. honing oil) approved by KADIA in the machining process;
  - f) KADIA has not been given a reasonable opportunity or amount of time provide subsequent performance;
  - g) the defect is the result of ordinary wear and tear.

(3) KADIA will not provide a warranty for defects which result from measurements or constructions which the customer expressly requested or in materials or products which the customer provided or the use of which the customer expressly requested despite KADIA having pointed out issues with these.

(4) The customer will inform KADIA in due time if the delivery item is to be used in multi-shift operation or will be subjected to unusual circumstances (e.g. of a climatic, regional or operational nature). Should the customer fail to do so, KADIA is under no obligation to provide a warranty for the suitability for such use.

(5) If the delivery item is defective, KADIA may first choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free from defects (replacement delivery). KADIA's right to refuse to provide subsequent performance in accordance with the statutory provisions remains unaffected.

(6) KADIA has a right to make the subsequent performance owed subject to payment of the purchase price due by the customer. However, the customer is entitled to retain part of the purchase price which is reasonable for the size of the defect.

(7) The customer must give KADIA the time necessary and an opportunity to carry out the subsequent performance; in particular it must hand over the defective goods for the purpose of examination. In the case of replacement delivery, the customer must return the defective item to KADIA in accordance with the statutory provisions. Subsequent performance does not include disassembling the defective item or reinstalling it if KADIA did not originally have a duty to install it.

(8) If there really is a defect, KADIA will bear the costs of examination and subsequent performance, especially the costs of transportation, travel, labour and material (not: costs of disassembly and installation). Otherwise, KADIA can claim compensation from the customer for the costs arising from the unjustified request for the remedy of defects (especially examination and transportation costs), unless the customer would not have been able to tell that there was no defect.

(9) In urgent cases, e.g. where there is a risk to operational safety or to ward off disproportionately greater losses, the customer will have a right to remedy the defect itself and to claim reimbursement of the expenses objectively necessary for this from KADIA. KADIA will be informed about any such remedy of defects by the customer itself without undue delay and before the work is carried out wherever possible. The customer will have no right to remedy the defect itself if KADIA would have had a right to refuse corresponding subsequent performance in accordance with the statutory provisions. If the customer or a third party does not carry out subsequent improvement work properly in the framework of the customer's right to remedy the defect itself, KADIA will not be liable for the resulting consequences.

(10) If KADIA is unable to carry out subsequent performance to the required standard, the parties will discuss this. To the extent that it is reasonable for the customer, KADIA may deliver other delivery items or solutions to satisfy its duty to provide subsequent performance which all have the agreed quality or, where there is no agreement of quality, a quality defined as being free from defects in legislation.

(11) If subsequent performance fails or if a reasonable deadline to be set by the customer has fruitlessly expired or if the statutory provisions make it unnecessary to set such a deadline, the customer can rescind the contract or reduce the purchase price. However, there is no right of rescission for a minor defect.

(12) Claims for defects are completely excluded as a matter of principle for used delivery items, unless liability for defects has been expressly agreed in writing.

#### Legal defects

(13) If the use of the delivery item leads to an infringement of industrial property rights, such as patents, or copyrights of third parties, KADIA will, as a matter of principle, procure for the customer, at its cost, the right to continue to use the delivery item or modify the delivery item in a manner reasonable for the customer so that the property right is no longer infringed. If this is not possible at conditions which are reasonable from a financial point of view or within a reasonable period of time, the customer will have a right to rescind the contract. Subject to the above-mentioned preconditions, KADIA will also have a right to rescind the contract. Furthermore, where it is at fault, KADIA will release the customer from claims by the respective owner of the property right which are undisputed or which have been established with binding legal effect.

(14) Subject to section 8, KADIA's duties set out in section 7 (13) are exhaustive for cases of property right or copyright infringement.

They will only exist if

- the customer informs KADIA without undue delay of infringements of property rights or copyrights which have been asserted,
- the customer assists KADIA to a reasonable extent with defending against the claims asserted or allows KADIA to carry out the modification measures in accordance with section 7 (12),
- KADIA retains the right to take all defensive measures including out-of-court measures,
- the legal defect does not result from an instruction from the customer or from the fact that the infringement only results from the customer combining the delivery item with products or services which fall outside of KADIA's scope of delivery and
- the infringement was not caused by the customer modifying the delivery item in an unauthorised manner or using it in a non-contractual manner.

(15) KADIA does not warrant that the end products manufactured on the basis of the delivery item are free from property rights of third parties, including the manufacturing method used.

(16) The customer will only be entitled to claim compensation or reimbursement of futile expenses in accordance with section 8, even in the case of defects; such claims are excluded in all other respects.

## 8. Liability

Unless otherwise provided for in these General Terms and Conditions of Supply including the following provisions, KADIA will be liable in the case of a breach of contractual and non-contractual duties in accordance with the statutory provisions.

(2) KADIA will be liable for compensation - regardless of the legal basis - in the framework of fault-based liability for intent and gross negligence. In the case of simple negligence, KADIA will only be liable, subject to a milder standard of liability, in accordance with the statutory provisions (e.g. for care in its own matters).

a) for damage caused as a result of injury to life, body or health,

b) for damage arising from a significant breach of an essential contractual duty (obligation which must be performed in order for the contract to be properly performed at all and on the observation of which the contracting partner regularly relies and is entitled to rely); however, in this case KADIA's liability is limited to compensation for foreseeable, typical damage.

(3) Any liability under the aforementioned provision for foreseeable, typical damage is limited to the cover amounts of KADIA's business liability insurance/product liability insurance.

(4) The limitations of liability resulting from the aforementioned provisions also apply to breaches of duty by or in favour of persons for whose conduct KADIA is responsible in accordance with the statutory provisions. They do not apply to the extent that KADIA has maliciously concealed the defect or provided a guarantee for the quality of the goods or to claims of the customer under the German Product Liability Act (ProdHaftG).

(5) The customer may only rescind or terminate the contract on grounds of a breach of duty, which does not consist in a defect, if KADIA is responsible for the breach of duty. The customer will have no free right of termination (especially in accordance with sections 651, 649 German Civil Code (BGB)). In all other respects, the statutory provisions and legal consequences apply.

## 9. Limitation period

(1) Deviating from section 438 (1) no. 3 German Civil Code (BGB), the general limitation period for claims for material and legal defects is one year from delivery. Where acceptance is agreed, the limitation period begins on acceptance.

(2) However, if the delivery item is a building or an item which, in accordance with its customary use has been used for a building and has caused it to be defective (building material), the limitation period will be 5 years from delivery in accordance with the statutory provisions (section 438 (1) no. 2 German Civil Code (BGB)). Further special statutory provisions on limitation remain unaffected (section 438 (1) no. 1, (3), sections 444, 479 German Civil Code (BGB)).

(3) The aforementioned commercial limitation periods also apply to contractual and non-contractual compensation claims of the customer on grounds of a defect in the delivery item unless application of the usual statutory limitation period (sections 195, 199 German Civil Code (BGB)) would lead to a shorter limitation period in the individual case. However, compensation claims of the customer in accordance with section 8 (2) first sentence and second sentence (a) as well as under the German Product Liability Act (ProdHaftG) are subject to the statutory limitation periods.

## 10. Software

(1) To the extent that software is included in the scope of delivery the customer will be granted a non-exclusive right to use the software supplied and its documentation. It will be provided for use on the intended delivery item only. Use of the software on more than one system is not permitted. The customer will have no claim to the related object or source code unless provision of this has been agreed with the customer separately.

(2) The customer will only be entitled to reproduce, revise, translate or transform the object code into the source code to the extent permitted by the German Copyright Act (UrhG). The customer undertakes not to remove manufacturer's data - in particular copyright notices - without KADIA's prior written consent. All other rights with regard to software and documentation including the copies will remain with KADIA or the software supplier as applicable. Granting sub-licences is not permitted.

(3) Before making the software available to the customer, KADIA will check it for computer viruses, Trojan horses, hoax viruses and comparable programming, program parts and damaging functions that could lead to the loss or falsification of data or programs or to the impairment of systems or parts thereof («Computer Viruses») using state-of-the-art and up-to-date protective measures. However, this can exclude neither the risk of the software containing unknown or mutating Computer Viruses nor the risk of such Computer Viruses infecting the (operating or control) system of the customer at a later time and thereby leading to the program data of the software or other data or programs being changed or deleted or systems being impaired.

(4) The customer must therefore itself take measures to protect against Computer Viruses and other destructive data. The installation of third-party software on the software supplied by KADIA must be agreed with KADIA in advance. The customer has a duty to test the software provided for Computer Viruses before running it and opening files. This also applies to software which it wants to use in the framework of its (operating or control) systems to the extent that the functionality of KADIA's software could be affected as a result.



## **11. Choice of law and place of jurisdiction**

(1) The law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG) applies to these General Terms and Conditions of Supply and to the contractual relationship between KADIA and the customer.

(2) If the customer is an entrepreneur in the sense of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the exclusive place of jurisdiction, also internationally, for all disputes arising from the contractual relationship is the place of KADIA's registered office which is Nürtingen. The same applies accordingly if the customer is an entrepreneur within the meaning of section 14 German Civil Code (BGB). In all cases, however, KADIA is also entitled to bring a claim at the place of performance of the delivery duty in accordance with these General Terms and Conditions of Supply or an individual agreement which takes precedence or at the customer's general place of jurisdiction. Overriding statutory provisions, especially those concerning exclusive jurisdiction, remain unaffected.

## II. General Terms and Conditions for Services

The following provisions apply to all service, maintenance, repair or assembly services commissioned by the customer on the basis of a separate agreement including consultations, training courses, expert reports, machine reconfigurations, analyses and feasibility studies (»Services«) providing that KADIA does not have a duty to provide such Services on other grounds, especially as a result of claims for defects by the customer in accordance with section 7 of the General Terms and Conditions of Supply.

KADIA provides the Services on the basis of the General Terms and Conditions of Supply and the following General Terms and Conditions for Services which also apply:

### 1. General

(1) KADIA's service staff are not entitled to make legally binding declarations of any kind.

(2) If KADIA is commissioned with work other than installing, overhauling and repairing the machines delivered by KADIA in accordance with the user manual provided and if the content of this other work consists or results in significant changes to the machine, KADIA reserves the right to conduct the safety assessment procedure under the German Product Safety Act (ProdSG) as well as the legal regulations issued in this connection at the customer's cost. No rights or claims can be derived against KADIA, regardless of the legal basis for these, as a result of not conducting a new safety assessment procedure which is necessary if the omission is not intentional or grossly negligent and does not lead to injury to life, body or health.

(3) In order to be able to plan the deployment of the service staff as far ahead as possible and to ensure that the Services are carried out smoothly, the Services must be requested in due time, i.e. a reasonable period before the work is due to commence. KADIA will under no circumstances be held liable for recourse if the customer does not request the Services far enough in advance to be able to deploy the service staff and KADIA is consequently - e.g. as a result of force majeure or lack of suitable staff - unable to deploy service staff in time.

(4) Advance estimates requested from KADIA about the duration of the work and costs are only approximations and non-binding.

(5) In the event that the order is subsequently extended, a reasonable extension to the performance period for the Services will be agreed separately in writing or in text form.

(6) If agreed dates for service work are postponed at the request of the customer and with KADIA's consent, the customer will reimburse KADIA for the costs and expenses which are incurred and which have already been incurred in connection with the originally agreed date for the Services. These also include the costs for the service staff in accordance with KADIA's prices at the time that the Services were originally due to take place to the extent and providing that KADIA's service staff cannot be deployed elsewhere.

(7) Orders for service staff as well as replacement parts and accessories must be ordered in writing with order number as a matter of principle.

(8) Subject to a deviating agreement, the customer acknowledges, when KADIA's service staff commence their work, that work carried out on its instructions and which goes beyond the agreed order will be carried out at the sole cost and responsibility of the customer.

(9) The service staff will observe the working hours at the customer's operation and subject themselves to the reasonable operating regulations of the plant. In urgent cases they will be required to work overtime; irrespective of this, the maximum daily or weekly working hours at the place where the Services are being performed must, as a rule, be complied with.

(10) Where no hotel accommodation located close to the place of work, or which can be reached by means of public transport within half an hour, is available for the service staff, the customer must provide a vehicle free of charge or arrange for transfer to the place of work.

(11) When the Services have been completed, the service staff will provide the customer with a list of the hours worked. By way of its legally binding signature the customer will confirm that the working hours recorded are correct, the machine has been handed over in a functioning manner and that any special additional duties were properly performed.

(12) If the Services are disturbed or interrupted by circumstances for which KADIA is not responsible (including public holidays at the location of the customer), all costs incurred as a result (also for waiting times) will be borne by the customer. This applies, for example, in the case of disruptions to upstream or downstream components of third parties, even if the service staff have been commissioned with the connection and installation.

(13) Packaging material for the components, replacement parts and accessories supplied by KADIA such as wooden pallets, plastic sheets, drying agents, cardboard boxes as well as packaging material no longer required will be disposed of by the customer free of charge.

(14) KADIA's liability for defects as well as KADIA's liability on other grounds is governed by the General Terms and Conditions of Supply, especially sections 7 - 9.

(15) For all Services performed to machines, KADIA will retain the title in components, replacement parts and accessories until the parts and the Services have been paid for in full.

(16) Taxes which are incurred in connection with the Services in the customer's country will be borne by the customer.

(17) The customer must appoint an authorised contact person on site for all matters in connection with the Services.

## **2. Maintenance**

((1) Maintenance dates (inspection and/or repair) will also be agreed between the customer and KADIA in due time, i.e. a reasonable period of time before the desired maintenance date. Repair services, to which the following section 3 also applies, will be invoiced to the customer separately on the basis of KADIA's prices valid at the time when the repair services are carried out. The customer will be informed of the prices in advance on request.

(2) Before the maintenance work commences, a function test of the machines or plant concerned must be carried out by or in the presence of KADIA's service staff. For this purpose the customer will make available the relevant machine/plant as well as a sufficient quantity of testing material free of charge.

(3) During the term of the maintenance work, KADIA's service staff must be able to freely dispose of the machine; the machine will not be available for production work during this time.

(4) Tools to be repaired must be provided to KADIA in full, in a clean condition and in the agreed number. Repair services will be carried out in accordance with valid manufacturer specifications and the respective agreements made. If special auxiliary and operating means are required for the repair services, KADIA must be notified in advance. Without undue delay after receipt of the repaired tools, but within 5 working days at the latest, a functional test must be carried out by the customer. Complaints made after this period has expired will not be recognised.

## **3. Repair and assembly services**

(1) If the customer has not directly purchased the repair/assembly item from KADIA, the customer must notify KADIA of any industrial property rights or copyrights which exist in the item; where KADIA is not at fault, the customer will indemnify KADIA against any claims by third parties based on industrial property rights or copyrights.

(2) Where possible, the customer will be notified of the expected non-binding repair/assembly costs in the repair/assembly offer. If the repair/assembly cannot be carried out at these costs or if KADIA considers additional work to be necessary during the repair/assembly, the customer's consent must be obtained if the quoted costs will be exceeded by more than 20%. If a cost estimate

with binding price rates is desired before the repair/assembly work is carried out, this must be expressly requested. Such a cost estimate will only be binding, unless otherwise agreed, if it is made in writing. Remuneration is on the basis of the time spent. The customer will not be charged for the Services carried out in order to draw up the cost estimate provided that they can be used as part of the repair/assembly.

(3) The customer has a duty to accept the repair/assembly service as soon as it has been notified that the work has been completed and any agreed testing of the repair/assembly item has taken place, unless the repair/assembly work contains a defect which restricts its use. If the acceptance owed by the customer is delayed for reasons for which KADIA is not responsible, it will be deemed to have taken place at the latest one week after notification that the repair/assembly work has been completed. The acceptance will also be deemed to have taken place as soon as the customer puts the repair/assembly item into operation for production purposes.

(4) An agreed repair/assembly period will be deemed to have been complied with if the repair/assembly service is ready for acceptance by the customer before expiry of this period or, where testing has been contractually agreed, is ready for this to take place. If a delay with the repair/assembly service is caused by the customer, the customer will bear all of the costs resulting from this, especially for waiting times and additional journeys necessary by the service staff. The same applies if the delivery item is not put into operation immediately after completion of the repair/assembly service and the fault does not lie with KADIA.

(5) If necessary in order to carry out a Service (e.g. repair, assembly, conversion, upgrade), the item to which the Services are to be carried out, including any packaging and loading, will be shipped or delivered to KADIA at the customer's cost and, after the Service has been carried out, shipped back to the customer or collected by the customer. The customer will bear the shipping risk. For the duration of the Service at KADIA, the customer will ensure that the item to which the Services are being carried out is insured for a reasonable amount against the usual risks. If the customer collects the item late, KADIA can charge the customer warehousing costs or, at KADIA's discretion, store the item elsewhere. The costs and risk of storage will be borne by the customer.

(6) The customer undertakes to take the following preparatory measures at its own cost and on its own responsibility:

a) shipment of the machine to the assembly location.  
Any damage during shipment must be reported to KADIA without undue delay.

b) Preparation of the machine

The machine must be unpacked, degreased and completely cleaned without damaging the various machine parts and the paint. If the machine is being overhauled or repaired, it must be cleaned and made easily accessible. The energy supply to the machines



must be prepared. The customer must ensure that the machine is not contaminated with residual substances.

c) Preparations of the working material

The shipping boxes must be opened and the replacement parts cleaned and subsequently stored in the vicinity of the machine. During unpacking it must be ensured that no small parts get lost.

d) Preparation of the work plan

All machine parts and additional components must be positioned in such a way that they are easily accessible and that configuration and maintenance work can be carried out without hindrances.

(7) For repair/assembly services on site at the customer, the customer must ensure, at its own cost, that all of the legal and technical preconditions in its sphere of responsibility are met and assist KADIA with carrying out the Services. The customer must provide KADIA free of charge with the technical equipment (lifting apparatus, industrial trucks, materials and consumables, etc.) necessary to assist with carrying out the repair/assembly in accordance with KADIA's instructions. The customer must take the special measures necessary to protect persons and property on site. The customer also undertakes to inform KADIA in due time in writing about the safety regulations applicable on site where these must be observed and complied with by KADIA's service staff. It must inform KADIA about the applicable safety regulations to the extent that these are relevant to the repair/assembly. The customer must also brief KADIA's service staff in person about the applicable safety provisions and rules of conduct. All personal protective equipment must be provided by the customer free of charge.

The customer is also responsible for

- providing the necessary operating power (e.g. electricity, pneumatics, cooling water) and other media including the necessary connection points, heating and lighting;
- where necessary, providing extraction and ventilation with the requested power level;
- providing suitably trained operating staff (at least two persons in the case of installation of machines);
- if required, assistance by the customer's staff, e.g. from the maintenance team, auxiliary staff, etc.;
- providing, where necessary, dryers and lockable rooms for storing the tools of the service staff;
- providing a suitable set of tools including in the immediate vicinity of the repair/assembly location;
- protecting the repair/assembly location and materials from harmful influences of all kinds;
- cleaning the repair/assembly location;
- transporting the assembly components to the repair/assembly location;
- providing suitable tools and parts for a test run where this is necessary or has been agreed;
- providing workpieces to be processed for continuous industrial operation in the agreed length and, if necessary, in the framework of inductions/training sessions.

The aforementioned preparatory measures must be taken in sufficient time so that the service staff can commence the Services immediately when they arrive at the customer. Otherwise, waiting time of the service staff will be documented and charged on the basis of KADIA's prices valid at the time the work is carried out. If the customer does not comply with its duties to provide assistance, KADIA is entitled, but not under an obligation, after setting a deadline, to carry out the work for which the customer is responsible in place of and at the cost of the customer.

(8) During the term of the repair/assembly service, the service personnel must be able to freely dispose of the machine; the machine will not be available for production operation during this time.

#### **4. Training courses/inductions**

(1) Travel and accommodation expenses for employees of the customer will be borne by the customer. If training courses/inductions take place on site at the customer, the travel time as well as the travel and accommodation expenses for the trainers/speakers will be charged on the basis of the time spent. If KADIA has taken the item for which the customer has ordered a training course out of its range after expiry of the confirmed training date without the customer having done the training course, the claim to training will be transformed into a claim for an equivalent training course for another item in KADIA's current range.

(2) Agreed training courses which the customer does not do within 2 (two) years, can be cancelled by KADIA free of charge.

(3) Special inductions by KADIA requested by the customer (e.g. security briefings) are not included in KADIA's offers and will be charged on the basis of KADIA's prices valid at the time when the Service is provided.

#### **5. Hourly rates, prices of materials, travel expenses, expenses**

(1) Services and material costs for materials used for Services (replacement parts, consumables, lubricants) will be charged on the basis of KADIA's prices valid at the time the Service is provided. The customer will be informed about these prices in advance on request and they will be stated separately on the invoice.

(2) When determining the costs for travel to and from the site, the respective distance will be the distance from the customer to the site of KADIA's respective service staff. The costs of travelling by rail or plane will be charged on the basis of the receipts provided. The further expenses which result directly in connection with the travel will also be charged, e.g. hire car, taxi, telephone, etc.

(3) The customer will be invoiced for the travel expenses of the service staff (including the costs of transporting and insuring the personal luggage as well as the tools brought with them and shipped). Travel expenses also include the costs of the time for carrying out the Service in accordance with KADIA's internal guidelines.

(4) Additional expenses in connection with the Services or in connection with entering/staying in the country, e.g. country-specific work permits, access permits, remuneration statements will be charged on the basis of the expenses incurred.

(5) If the service staff do not travel home on weekends or public holidays, the full expense allowances will be charged.

(6) When calculating surcharges for public holidays, the applicable public holiday regulations for Baden-Württemberg apply.