

## General Terms and Conditions of Service of BINDER GmbH

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The following Terms and Conditions shall apply to all services offered and carried out by BINDER unless otherwise agreed in writing and provided that the customer is an entrepreneur as defined by the German Civil Code [BGB] and the customer has its registered office in Germany. The customer's general terms and conditions of business shall not apply as a matter of principle unless and insofar as we expressly agree to this in writing.

### 1. Conclusion of a Contract

After the customer has made an inquiry by telephone or in writing, an order is concluded by us sending our corresponding written confirmation by email.

### 2. Scope of Supply

- 2.1 Our work is usually carried out from Monday to Friday, 8 am – 5 pm. Work is carried out in accordance with the content of our written confirmation.
- 2.2 Work is carried out in accordance with BINDER specifications and the state-of-the-art recognized at the time of conclusion of the contract. A unit will be considered to have been repaired or refurbished when it has been restored to a condition suitable for its intended use.
- 2.3 Our work does not extend to power and water supply lines or to other work outside the units.
- 2.4 In the event that a safety risk not caused by BINDER is identified, our services shall be interrupted until this risk has been eliminated.
- 2.5 In individual cases, we are entitled to refuse to carry out a service if, in our sole discretion, the unit concerned is no longer repairable or worthy of repair, or if it is no longer possible to procure the necessary spare parts.

### 3. Obligations of the Customer

- 3.1 The customer must ensure that our service technicians have unimpeded access to the BINDER unit. The unit must be empty and prepared such that the relevant service can be carried out.
- 3.2 The unit being serviced must be cleaned and decontaminated by the customer before the service work begins. If this is not the case and BINDER has to clean or decontaminate the unit, any costs incurred as a result of this shall be borne by the customer.
- 3.3 The customer shall provide us with the best possible support as we carry out the service. The customer undertakes to cooperate properly while our services are being carried out. If the customer has special access requirements or procedures which delay the performance of the actual service, BINDER will invoice these separately at a later date.
- 3.4 After completion of the service work, the customer must sign a corresponding performance record.

#### **4. Remuneration and Payment**

- 4.1 BINDER shall invoice the service as described in the quotation either as a lump sum or according to the actual expenses incurred. The invoice shall be issued immediately after the service has been carried out and shall include the applicable value added tax.
- 4.2 Invoices for the provision of services issued by BINDER shall be settled in accordance with the agreed terms of payment. Set-offs, reductions and withholdings are excluded except for in the case that the customer's alleged counterclaims or rights have been legally established or recognized by us. In the event of default of payment by the customer, the statutory provisions shall apply.

#### **5. Warranty / Disclaimer**

- 5.1 We provide a warranty of 12 months on the services we carry out as well as on original BINDER spare parts, commencing on the date of acceptance of our service by the customer.
- 5.2 In the case that the performance was defective, the customer shall notify BINDER about this immediately in writing. BINDER shall then have the right to rectification, for which sufficient time shall be granted. If further rectification also fails or if rectification is refused by us, the customer may demand a reduction of the price paid or the costs incurred.
- 5.3 Further rights and claims of the customer, in particular for damages, including loss of profit, are excluded, except for in the case that we or our vicarious agents are guilty of intent or gross negligence.

#### **6. Transfer of Rights and Obligations to Subcontractors**

BINDER has the right to transfer rights and obligations to third parties, in particular to have services performed by third parties, provided that these third parties guarantee fulfillment of the contract.

#### **7. Force Majeure**

Events that constitute force majeure, such as war, unforeseeable natural events, pandemics, etc., entitle us to postpone carrying out our services by a reasonable period of time or, in the case that we are unable to carry out the services in the foreseeable future, to withdraw from the contract. Claims for damages made by the customer in the event of force majeure are excluded to the extent permitted by law (see Clause 5.3 above).

#### **8. Applicable Law and Place of Jurisdiction**

- 8.1 In the case that the customer is a merchant, a legal person under public law or a special fund under public law, legal action in the event of any disputes arising shall be brought before the court of jurisdiction for our registered office (D-78532 Tuttlingen). Furthermore, we also shall be entitled to take legal action against the customer at the customer's place of business.
- 8.2 German substantive law always shall apply, to the exclusion of the United Nations Vienna Convention on Contracts for the International Sale of Goods [CISG] from 1980.

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