

General Contract Terms of Contract for Assembly Work of MATSUURA Machinery GmbH

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§ 1 Scope, form

- (1) The present General Terms of Contract for Assembly Work ("GTCs") apply to all business relationships between us, MATSUURA Machinery GmbH ("Vendor") and our clients ("Buyers"). The GTCs apply only if the Buyer is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law, or a special fund under public law.
- (2) The assembly terms particularly apply to contracts regarding the repair and/or maintenance and inspection of machine tools ("Subject of the Contract"). Unless otherwise agreed, the GTCs shall also apply as a framework agreement, in the version provided at the time when the contract was concluded and/or in any case in the most recent version provided to the Buyer in text form, for equivalent future contracts even if we do not specifically refer to them in each individual case.
- (3) Our assembly terms apply exclusively. Any deviating, conflicting or additional General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that we have explicitly agreed to their validity. This agreement requirement applies in every case, for instance even if we perform our services without reservation in the knowledge of the Buyer's GTCs.
- (4) Separate agreements with the Buyer that are made in individual cases (including ancillary agreements, amendments and changes) shall in every case take precedence over these assembly terms. Subject to evidence to the contrary, a written contract and/or our written confirmation is definitive for the content of such agreements.
- (5) Legally relevant declarations and notifications by the Buyer regarding the contract (e.g. deadlines, defect notification, cancellation or reduction, notification of acceptance) must be submitted in writing, i.e. in written or text form (e.g. letter, email, fax). Any statutory formal requirements or additional evidence, particularly in case of doubt regarding the legitimacy of the person making the declaration, shall remain unaffected.
- (6) References to the applicability of statutory provisions serve a purely explanatory function. Even without such explanation, the statutory provisions shall therefore apply where they have not been directly modified or explicitly excluded in these assembly terms.

§ 2 Conclusion of contract

- (1) Our offers are always subject to change.
- (2) The order from the Buyer is considered a binding offer of contract. Unless otherwise specified in the order, we are entitled to accept this offer of contract within 14 days after we receive it.
- (3) As a rule, our acceptance shall be provided in writing by way of an order confirmation. A verbal declaration of acceptance shall only be considered in individual cases as required by the circumstances, for instance where there is special urgency.

§ 3 Assembly fees, payment conditions

- (1) Unless otherwise established in an individual agreement with the Buyer, the assembly rates and incidental costs specified in § 15 of these assembly terms shall apply, subject to the applicable value added tax. § 8 of these provisions applies to the calculation of assembly fees.
- (2) Assembly fees fall due and are payable immediately upon invoicing and acceptance of the assembly service, unless otherwise agreed. Payment shall take place by way of a bank transfer to the Vendor's account specified in the invoice. The Vendor's installers are not authorized to accept payments.
- (3) Timeliness of the payment shall be determined by our receipt of payment, e.g. when it is credited to our account, unless the Buyer is not responsible for a delayed receipt of payment.
- (4) The Buyer shall be considered in default 14 days after receipt of the invoice. The assembly fees shall be subject to interest at the applicable statutory default interest rate in each case, for the duration of the default. We reserve the right to assert further damage caused by the delay.
- (5) A fee of € 5.00 can be assessed for warnings issued after the occurrence of default.
- (6) The Buyer has offsetting and retention rights only to the extent that the Buyer's counterclaims are legally established, undisputed, or acknowledged by us. In the case of defects in the assembly service, the Buyer's counter-rights in particular shall remain unaffected.

§ 4 Tasks of the installer

- (1) Our installers shall perform only those services that were agreed upon by the Buyer and Vendor upon conclusion of the contract. In particular, a prior agreement is required if the installer is to provide training at the Buyer's facility.
- (2) If, during the performance of agreed assembly services, the Buyer wishes to procure additional assembly services that were not agreed upon, this shall require a separate agreement. Such an agreement can exclusively be made with our Assembly Project Manager. Our installers are not authorized to submit declarations of intent on our behalf.

§ 5 Assistance from and participation by the Buyer

- (1) The Buyer must provide technical assistance for the performance of installation services, at its own expense. This includes:
 - (a) All masonry, painting, forging, welding and potential machine work, as well as electrical and other connections.

(b) Providing the customary number of personnel necessary for setup, maintenance and repair work, along with all necessary ancillary materials such as ladders, tools, equipment, transportation, heating, and lighting, in fault-free condition. In addition, providing operating power and lockable storage for tools, clothing, etc., that are brought on site.

(c) A suitable break area, including washing facilities.

- (2) Furthermore, for areas with accident risk, the Buyer shall provide our installers with the necessary protective gear and protective equipment free of charge. If the Buyer refuses to provide this, our technicians are required to refuse to perform the work.
- (3) The Buyer shall ensure that access to the facilities and to the subject of the contract is guaranteed on the agreed assembly date. Furthermore, the Buyer shall ensure that the assistance and personnel specified in Para. 1 are available at all times on the assembly date.

§ 6 Working time

- (1) The regular daily working time is 7.7 hours (= 38.5 hours per week). Our installers can be employed up to 10 hours per work day, up to the statutory maximum of 50 hours per week, where this is necessary for operational reasons.
- (2) The Buyer is not entitled to request that working time as per Paragraph 1 Sentence 2 be exceeded. In the event of a violation, the Buyer shall compensate the Vendor for the resulting damages.

§ 7 Length of assembly work

- (1) Unless otherwise established in an individual agreement, information provided about the expected length of assembly services shall not be binding.

§ 8 Calculation of assembly fees

- (1) Unless otherwise established in an individual agreement with the Buyer, for instance an agreement on a flat assembly fee, our assembly services shall be calculated based on actual hours worked.
- (2) Travel expenses shall be calculated based on travel time, according to the travel expense rates named in § 15 of these provisions. The maximum travel time billed shall be based on the installer's travel from our offices in Wiesbaden to the installation site, plus the return trip to Wiesbaden. It shall also include travel to and from the hotel if an overnight stay is required.
- (3) If, after traveling to the site, we cannot begin assembly work due to a circumstance caused by the Buyer, we are entitled to bill the wait time at the travel expense rate.
- (4) For assembly work performed in other countries, the daily and overnight flat rates shall be charged for Saturdays, Sundays, and holidays that fall within the overall assembly period, even if assembly work is interrupted as per § 15.
- (5) Where we have agreed to a flat assembly fee with the Buyer and the agreed assembly time is exceeded due to a circumstance caused by the Buyer, the Buyer must bear the resulting costs as per § 15 of these provisions.
- (6) Costs for replacement parts and operating resources used during assembly work shall be billed separately and are not part of the assembly rates.

§ 9 Proof of services provided

- (1) Our installers shall create a service report for the assembly services provided. This report shall document the work performed, the working, travel, and wait times, and the reasons for any delay that occurred. The service report shall be confirmed by way of a signature from the Buyer or a person authorized by the Buyer. Any inaccuracies shall be noted by the Buyer in writing. The information in the service report shall be used as the basis for billing the assembly fee, and is definitive for us and the Buyer.
- (2) If the Buyer refuses to sign the report or if it is not possible for us to have the Buyer sign the service report for reasons caused by the Buyer, the information provided in the form that our employee completed shall be used as the basis for our calculation.
- (3) The Buyer shall receive a copy of the service report together with our invoice.

§ 10 Acceptance

- (1) Acceptance of the contractual service shall take place after the conclusion of maintenance work. Partial acceptance shall not take place.
- (2) The acceptance shall be confirmed in the service report by way of a signature from the Buyer and the Vendor, or from persons they have authorized.
- (3) If the service is not provided in accordance with the contract and if the Buyer therefore legitimately refuses to accept it, or if acceptance occurs subject to rectification of defects to be named in the protocol, the Vendor must provide service in accordance with the contract without delay in each case and shall rectify the defects, announce the expected duration of the defect rectification, and report the defect rectification once the reworking is completed.
- (4) If the Buyer fails to provide acceptance, this shall nonetheless be considered provided 14 days after we notified the Buyer of completion of the assembly work unless the Buyer refuses to provide acceptance by citing at least one defect within this period. We must notify the Buyer of this implicit acceptance rule upon completion of the assembly work.

§ 11 Guarantee

- (1) We shall be liable for material defects and defects of title according to the statutory requirements, unless otherwise established in the following provisions.
- (2) Once acceptance has been provided, we are not liable for defects that the Buyer did not assert at the time of acceptance, unless the Buyer reserved the right to assert these. This does not apply to defects that the Buyer could not identify at the time of acceptance.

- (3) The Buyer shall first assert the right to supplementary performance. The Buyer shall give the Vendor the necessary time and opportunity to provide supplementary performance. If rectification fails, the Buyer is entitled to assert further defect rights (self-performance, cancellation, reduction, damage compensation).
- (4) If the Buyer's defect rectification request is not legitimate, the Vendor can request compensation for the incurred costs unless the Buyer was unable to identify the absence of a defect.
- (5) The specifications in § 12 of these provisions shall apply to damage compensation claims by the Buyer due to defects.

§ 12 Liability

- (1) Unless otherwise established in this contract, including in the following provisions, the Buyer shall be liable according to the statutory requirements in the case of a breach of contractual or non-contractual duties.
- (2) The Buyer shall be liable for compensation of damages – regardless of legal grounds – within the scope of its fault-based liability for intent or gross negligence. In the case of simple negligence, subject to a lesser standard of liability, the Buyer shall be liable, according to the statutory requirements (e.g. duty of care in its own affairs), only for:
 - a) damage resulting from a loss of life, bodily injury or damage to health,
 - b) damage resulting from a non-negligible breach of a significant contractual duty (a duty that makes proper fulfillment of the contract possible in the first place, and which the contract partner regularly trusts and can trust to be fulfilled); in this case, however, the liability shall be limited to compensation of foreseeable, typically occurring damage.
- (3) The liability limitations defined in Para. 2 shall also apply to breaches of duty by and/or on behalf of persons for whose culpability the Buyer is responsible according to the statutory requirements.
- (4) In the case of culpability by personnel that the Buyer provided to the Vendor, we shall only be liable if we can be held accountable for this culpability according to the statutory requirements.
- (5) In the case of an ongoing obligation, the Buyer can only exercise extraordinary termination due to a breach of duty by the Vendor if the Vendor is responsible for the breach of duty.

§ 13 Limitation period

- (1) In deviation from § 634a Para. 1 No. 1 BGB, the general limitation period for claims based on material defects and defects of title shall be one year from the time of acceptance.
- (2) The above limitation period also applies to contractual and non-contractual damage compensation claims by the Buyer that are based on a defect, unless application of the regular statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in the individual case. However, damage compensation claims by the Buyer as per § 8 Para. 2 Sentence 1 and Sentence 2(a) shall exclusively lapse according to the statutory limitation periods.

§ 14 Delays by the Vendor

- (1) Where the Vendor is unable to meet a binding assembly deadline for reasons that are not its responsibility, the Vendor shall inform the Buyer of this without delay and shall at the same time coordinate the expected new maintenance date with the Buyer.
- (2) The start of the Vendor's delay shall be determined according to the statutory requirements.
- (3) The Buyer's rights as per § 8 of this contract and the Vendor's statutory rights, particularly if the performance obligation is excluded (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), shall remain otherwise unaffected.
- (4) The start of our delay shall be defined according to the statutory requirements. If we are delayed, the Buyer can request flat-rate compensation for its damage caused by the delay. The flat-rate compensation for damages is 0.5% of the assembly fee for each full calendar week of the delay, but at most up to a total of 5% of the assembly fee for the delayed service. We reserve the right to provide evidence that the Buyer incurred no damages at all or significantly lower damages than the abovementioned flat rate.
- (5) The Buyer's rights as per § 12 of these GTCs and our statutory rights, particularly if the performance obligation is excluded (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), shall remain unaffected.

§ 15 Price list

FOR MATSUURA TECHNICIANS, Wiesbaden location

Travel time and working time:

per working hour, Monday through Friday, for service technicians	€	122.00
per travel hour, Monday through Friday	€	91.00
per working or travel hour, Saturday	+	50%
per working or travel hour, Sunday	+	100%
per working or travel hour, holiday	+	150%
per working or travel hour, night (between 5 pm and 7 am)	+	50%

Travel expenses:

Flat mileage rate for car travel	€	0.93
Public transportation (airplane, taxi, etc.)		at cost

Overnight stays: Included in the work and travel rates.

Expenses:

Germany: Included in the work and travel rates.

Other countries: Subject to the applicable statutory flat rates for additional expenses.

Phone diagnostics + phone consultation:

Phone assistance is free of charge for customers of MATSUURA Machinery GmbH.

For outside companies, we assess an hourly hotline consulting fee of	€	75.00
minimum fee:	€	50.00

Miscellaneous:

Cash expenditures for incidentals, phone, etc., at cost and upon provision of receipts

SPECIAL CONDITIONS FOR FANUC TECHNICIANS (national)

1. Working time including incidental costs	€	160.00
2. Travel time including incidental costs, not including overnight accommodations	€	105.00
3. Flat mileage rate for car travel	€	0.90
4. Daily flat rate	€	45.00
5. If applicable, allowances for overnight accommodations, overtime, night shift and weekend work		

SPECIAL CONDITIONS FOR SIEMENS TECHNICIANS (national)

Working & travel time:

1. Monday - Friday from 8 am - 5 pm	€	192.00
2. Monday - Friday from 6 am - 8 am + 5 pm - 10 pm and Saturdays	€	254.00
3. Monday - Friday from 10 pm - 6 am and on Sundays and holidays	€	290.00
4. Flat mileage rate for car travel	€	0.93

SPECIAL CONDITIONS FOR YASKAWA TECHNICIANS (national)

1. Working time Monday - Friday from 6 am - 7 pm, including incidental costs	€	135.00
2. Travel time Monday - Friday from 6 am - 7 pm	€	115.00
3. Flat mileage rate for car travel	€	0.88
4. Allowances: same as for MATSUURA technicians		

§ 16 Conditions for the use of subcontractors such as Fanuc, Knoll, Siemens, Yaskawa and MATSUURA England.

- (1) The use of subcontractors must follow these assembly terms. Rates are subject to statutory value added tax.
- (2) Technicians and replacement parts shall be ordered through us and billed to the end customer by us.
- (3) Defective replacement parts shall be returned directly to the control manufacturer without delay, together with a copy of the delivery slip and including the alarm number; otherwise, they shall be billed at the original price.
- (4) Public transportation, overnight accommodations (airplane, taxi, hotel, etc.), and other expenditures shall be billed at cost.

§ 17 Final provisions

- (1) If the Buyer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction is Wiesbaden. The same applies if the Buyer does not have a general place of jurisdiction in Germany or if the Buyer changes the place of abode or habitual residence to a place outside of Germany, or if the place of abode or habitual residence is not known at the time when an action is filed.
- (2) These General Contract Terms for Assembly Work and the contractual relationship between us and the Buyer are subject to the laws of the Federal Republic of Germany to the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods.
- (3) Any and all documents that we provided to the Buyer in the context of executing the contract shall not be shared with or otherwise made accessible to third parties unless this is necessary for the execution of the contract or the assertion of the Buyer's rights. The Buyer must return these documents at our request once both parties have fulfilled the contract, or permanently delete them in the case of electronic documents, unless statutory requirements obligate the Buyer to retain these. The return obligation also applies to any copies that have been made.