

## 1. General

The following terms and conditions apply to all customer services of WEHRMANN Holzbearbeitungsmaschinen GmbH & Co. KG ("WEHRMANN") - including future services - in connection with machine installation, relocation, set-up, conversion, repair and overhaul work on machines (hereinafter also referred to collectively as "Services" or "Repair") as well as for the delivery of spare and replacement parts for customers ("Customer"). Any other, conflicting or deviating terms and conditions of the Customer are hereby rejected. These shall not be binding on WEHRMANN even if the WEHRMANN has not expressly objected to these after receipt. A contract is only concluded with the written order confirmation from WEHRMANN.

## 2. Cooperation and technical assistance of the Customer

2.1 The Customer's assistance shall ensure that the assembly work is started immediately after the arrival of the assembly personnel and is carried out without delay.

2.2 The Customer shall provide at its own expense and risk auxiliary personnel (in the required number and for the required time) and, if agreed, tools, lifting equipment with operating personnel as well as all materials and equipment required for the smooth performance of the Service. Furthermore, the Customer shall provide WEHRMANN's personnel with a dry, lockable room that is suitable for the safe storage of delivery parts, tools, clothing and other property of the service personnel. The Customer shall ensure that its assistants follow the instructions of the service manager; however, WEHRMANN shall not assume any liability for the Customer's assistants. If damage is caused by the assistants due to instructions of the service manager, the provisions of Section 8 shall apply accordingly.

2.3 If tools or equipment provided by WEHRMANN are damaged or lost at the place of use, the Customer shall be obliged to pay compensation insofar as it is responsible for the loss or damage.

2.4 The Customer undertakes to ensure the safety of the workplace, the observance of existing safety regulations and appropriate working conditions, in particular to clean the machines on which repairs are to be carried out. The Customer must inform the personnel of WEHRMANN of special safety regulations existing in its company.

2.5 The Customer shall procure the necessary internal work permits, ID cards, etc. at its own expense.

## 3. Prices, terms of payment

3.1 Unless otherwise agreed in writing, the remuneration invoiced by WEHRMANN shall be calculated in accordance with WEHRMANN's current list of prices and Services for Repair/Service work as well as travel and ancillary costs (**Annex 1**), the current version of which the Customer may request from WEHRMANN at any time. Interruptions of work and an extension of the execution deadlines beyond an expressly agreed end date, which are due to circumstances for which WEHRMANN is not responsible, shall be borne by the Customer. After completion of the service assignment, but at the latest at the end of each working week, the Customer shall certify the hours worked to the service personnel on work certificates to be submitted by the latter.

3.2 WEHRMANN shall be entitled to invoice the Customer for payments on account in the amount of 80% of the value of the respective Services rendered.

3.3 Parts, materials and special Services used as well as travel and accommodation costs to be reimbursed for WEHRMANN's service personnel must be shown separately in the invoice. If the Service is performed on the basis of a binding cost estimate, a reference to the cost estimate shall suffice, whereby only deviations in the scope of performance shall be listed separately.

3.4 In the case of repair orders that require the object of repair to be brought to the works of WEHRMANN or one of its subcontractors, the transportation of the object of repair to and from the works shall be at the expense of the Customer. The Customer shall bear the transportation risk.

3.5 In the absence of a special written agreement, prices are ex works (Incoterms 2020) excluding packaging. Value added tax at the statutory rate shall be added to the prices.

3.6 If the Customer defaults on its payment obligations, the Customer shall pay default interest of 8% p.a. above the basic interest rate.

3.7 The fault diagnosis carried out for the submission of an offer as well as further expenses incurred and to be documented shall also be charged to the Customer if the Repair /Service cannot be carried out for reasons for which WEHRMANN is not responsible, in particular because (i) the fault complained of did not occur during the inspection, (ii) the Customer culpably missed the agreed service date, (iii) the order was terminated by the Customer during execution, (iv) required spare parts cannot be procured within a reasonable period of time.

3.8 In the absence of a special agreement, payment for both Services and spare parts deliveries shall be made to WEHRMANN's account immediately after receipt of the invoice without deduction of discount.

3.9 The Customer may only offset and/or assert a right of retention if its counterclaim is undisputed or has been legally established.

## 4. Time of performance and delays in performance

4.1 The information on repair/service deadlines shall not be subject to change. The agreement of a binding repair/service deadline can only be agreed with the Customer once the scope of the Service has been precisely determined, the spare or replacement parts likely to be required are available at the Customer's premises or can be provided by the Customer in due time, an agreement has been reached on the scope of the Customer's cooperation in the performance of the Services and any official approvals have been obtained from the Customer and are available. The binding repair/service period begins on the day on which, in the unanimous opinion of the Customer and WEHRMANN, the aforementioned preconditions are fulfilled, WEHRMANN has obtained free access to the place of the Repair/Service, the commencement of the Repair/Service has been approved by the Customer and a record of this has been drawn up, which also states the date of the commencement of the Repair/Service and has been signed by the Customer and WEHRMANN.

4.2 The repair/service period shall be extended accordingly in the event of any additional and extension orders placed by the Customer or in the event of necessary additional Repair/Service work.

4.3 The binding repair/service deadline shall be deemed to have been met if the item to be repaired/serviced is ready for acceptance by the Customer by the time it expires or, in the case of a contractually agreed test, for the performance of such test.

4.4 If the Customer sets WEHRMANN a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if the deadline is not met, the Customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. At WEHRMANN's request the Customer undertakes to declare within a reasonable period of time whether the Customer will exercise its right of withdrawal. Further claims of the Customer due to default shall be determined exclusively in accordance with Section 8 of these Terms and Conditions.

4.5 If non-compliance with the binding repair/service period is due to force majeure, labor disputes or other events beyond WEHRMANN's control, the repair/service period shall be extended accordingly.

## 5. Acceptance

5.1 The Customer undertakes to accept the Services as soon as he has been notified of their completion or a test of the object of Repair/Service provided for in the contract has taken place in the individual case. If the Repair/Service performance proves not to be in accordance with the contract, WEHRMANN shall be obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the Customer or is based on a circumstance attributable to the Customer. If there is no significant defect, the Customer may not refuse acceptance.

5.2 If acceptance is delayed through no fault of WEHRMANN, acceptance shall be deemed to have taken place after the expiry of 2 weeks from notification of completion of the Repair/Service work, at

the latest upon commissioning of the machine or other equipment to be installed.

5.3 Upon acceptance of the Repair/Service performance, WEHRMANN's liability for recognizable defects shall lapse, unless the Customer has reserved the right to assert a specific defect.

## 6 Warranty for Repair/Service

6.1 After acceptance of the Repair/Service performance WEHRMANN shall be liable for a defect in the Repair/Service performance to the exclusion of all other claims of the Customer, notwithstanding the provisions in Section 6.4 and Section 8, in such a way that WEHRMANN shall remedy the defect. The Customer shall notify WEHRMANN immediately in writing of any defect found. WEHRMANN shall not be liable if the defect is insignificant for the interests of the Customer or is based on a circumstance attributable to the Customer. This applies in particular with regard to parts provided by the Customer. The Customer shall grant WEHRMANN the necessary time and opportunity to remedy a defect. Replaced parts become the property of WEHRMANN.

6.2 WEHRMANN shall not be liable for the consequences of improper modifications or repair work carried out by the Customer or third parties without the prior consent of WEHRMANN. Only in urgent cases of danger to the operational readiness and to prevent disproportionately enormous damage, of which WEHRMANN must be informed immediately, or if WEHRMANN - taking into account the statutory exceptions - has allowed a reasonable time set to it to remedy the defect to expire without result, the Customer has the right within the framework of the statutory provisions to remedy the defect or to have it remedied by third parties and to demand reimbursement of the necessary costs from WEHRMANN.

6.3 If the complaint is justified, WEHRMANN shall bear the costs necessary to remedy the defect, provided that this does not result in a disproportionate burden for WEHRMANN.

6.4 If WEHRMANN - taking into account the statutory exceptions - allows a reasonable deadline set for WEHRMANN to remedy a defect to elapse fruitlessly, the Customer has the right to reduce the price within the framework of the statutory provisions. The Customer may only withdraw from the contract if the repair is demonstrably of no interest to the Customer despite the reduction. Further claims shall be determined exclusively in accordance with Section 8 of these Terms and Conditions.

6.5 If, in the course of a warranty claim by the Customer, it turns out that the fault complained of is due to a technical cause other than that which was present during the original service call, the warranty claims shall be invalidated with the consequence that the expenses incurred and to be documented shall be reimbursed by the Customer.

6.6 The following are excluded from any warranty

- defects caused by damage, incorrect connections or operation by the Customer,
- damage due to force majeure (e.g. lightning),
- defects caused by soiling or wear due to overloading of mechanical and/or electronic parts and
- damage caused by exceptional mechanical, chemical or atmospheric influences.

6.7 Subject to Section 7, the warranty period for Repair/Service by WEHRMANN at the Customer's works is 12 months from acceptance or commissioning.

## 7. Delivery of spare parts and replacement parts with or without assembly

For the delivery of spare parts and replacement parts with or without assembly, the General Terms and Conditions for the Delivery of Machines and Spare Parts of WEHRMANN apply, available at [https://com.wehrmann-maschinen.de/\\_mediafiles/40-gtc-supply-of-machines-and-spare-parts-wehrmann-en\\_20240930.pdf](https://com.wehrmann-maschinen.de/_mediafiles/40-gtc-supply-of-machines-and-spare-parts-wehrmann-en_20240930.pdf)

with the exception that the warranty for material defects for factory-reconditioned spare parts is 6 months for use in single-shift opera-

tion, unless otherwise agreed. The warranty period begins with acceptance or commissioning, but no later than one (1) month after delivery. This shall not apply in the event of a fraudulently concealed defect or breach of a guarantee. In all other respects, the Customer's contractual claims shall remain unaffected, even in the case of the delivery of used parts.

## 8. Liability

8.1 If parts of the goods to be repaired/serviced are damaged through the fault of WEHRMANN, WEHRMANN shall, at its own discretion, repair or replace the goods at its own expense. The obligation to pay compensation shall be limited to the contractual repair price. Otherwise, Section 8.3 shall apply.

8.2 If the deliveries or Services provided by WEHRMANN cannot be used by the Customer in accordance with the contract due to WEHRMANN's fault as a result of omitted or faulty execution, suggestions and advice given before or after conclusion of the contract or due to the breach of other contractual secondary obligations - in particular instructions for the operation and maintenance of the service item or the spare parts supplied by WEHRMANN - the following provisions shall apply to the exclusion of further claims of the Customer.

8.3 WEHRMANN shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, WEHRMANN shall only be liable

- a) for damages resulting from injury to life, limb or health,
- b) for damages arising from the breach of an essential contractual obligation (obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, WEHRMANN's liability is limited to compensation for the foreseeable, typically occurring damage.

8.4 The limitations of liability resulting from section 8.3 do not apply insofar as WEHRMANN has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods. The same applies to claims of the Customer under the Product Liability Act.

8.5 If the Repair/Service cannot be carried out, WEHRMANN shall not be liable for damage to the object of Repair/Service, the breach of secondary contractual obligations and for damage that has not occurred to the object of Repair/Service itself, irrespective of the legal grounds invoked by the Customer.

## 9. Statute of limitations

Subject to Section 7, the Customer's claims - for whatever legal reason - shall lapse after 12 months; this shall also apply to the limitation period for recourse claims in the supply chain pursuant to Section 445b (1) of the German Civil Code (BGB), provided that the last contract in this supply chain is not a purchase of consumer goods. The suspension of the limitation period under Section 445b para. 2 BGB remains unaffected. The statutory time limits shall apply to claims for damages in accordance with sections 8.3 a), b) and 8.4. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

## 10 Applicable law and place of jurisdiction

10.1 All legal relationships between WEHRMANN and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 The place of jurisdiction is the court competent for WEHRMANN's registered office. However, WEHRMANN shall be entitled to bring an action at the Customer's principal place of business.

## Appendix 1 - WEHRMANN Price and Service List

### 1. Customer order

The costs for the technician assignments and the required spare parts are always borne by the direct Customer.

### 2. Assembly Costs

#### 2.1 Hourly rates (assembly and travel)

- Customer service technician / mechanic / electrician € 88,00
- Assembly foreman, supervisor € 102.00
- Engineer € 118,00
- External software specialists/system programmers are invoiced according to external costs plus a 15% surcharge.

#### 2.2 Surcharges for overtime, late work, work on Sundays and public holidays (assembly and travel)

- Billing is in ¼-hour intervals, rounded up and down according to commercial guidelines.
- From the start of the 9th hour per working day, a surcharge of 25% is generally charged
- From the start of the 11th hour per working day, a surcharge of 50% is generally charged
- A surcharge of 50% is charged on Saturdays
- A surcharge of 100% is charged on Sundays
- A surcharge of 150% is charged on public holidays (NRW)

### 3. Travel expenses

For journeys by car or Customer service vehicle per km € 0.83

The basis for calculation is the company location Bartrup

for journeys by public transport

- Train: 2nd class (1st class at night or sleeping car) according to receipt
- Flight: Economy Class to receipt
- Rental car: mid-range car plus fuel according to receipt

### 4. Meals / accommodation / daily expenses (domestic)

- Daily expenses according to 1.5 times the tax rates plus € 7.00
- Calculation of accommodation costs according to actual expenditure and receipt or according to a lump sum of € 88.00

### 5. Meals / accommodation / daily expenses (abroad)

- Daily expenses according to country group flat rate plus 15%.
- Calculation of accommodation costs according to actual expenses and receipts or according to the respective country group flat rate, but at least € 88.00

### 6. Trips

Travel between the overnight accommodation and the assembly site shall be invoiced as travel time and costs in accordance with WEHRMANN rates.

### 7. Other

All additional costs incurred in connection with the installation work shall be borne by the Customer.

### 8. Charging rates

These rates do not include VAT.

### 9. Terms of payment

The costs for assembly services shall be paid immediately after the invoice date without deduction. WEHRMANN may issue partial invoices.