



TOP Quality
High frequency welding machines

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General Terms and Conditions of Provision of Maintenance Services

§ 1 GENERAL PROVISIONS

1. These General Terms and Conditions of Provisions of Maintenance Services determine the conditions for the provision of maintenance services by FIAB Service. Moreover, these General Terms and Conditions of Provisions of Maintenance Services regulate the manner of commissioning of maintenance services to FIAB Service as well as the manner of settlement thereof.

2. The maintenance services shall be: installation of machinery and software, diagnostics and removal of defects, performance of calibration, maintenance reviews, and equipment repairs (warranty and post-warranty), technical consultations (distant and on-site), as well as technical training, machine relocation, and others.

3. Installation services and trainings performed in the frames of the sale agreements concluded by FIAB Service shall not be deemed maintenance services.

4. FIAB Service shall perform maintenance services of FIAB Service brand devices within the scope of authorisation and under manufacturer's terms.

5. At the Client's risk FIAB Service may also undertake to provide maintenance services of devices from manufacturers of brands other than FIAB Service.

6. The wording and terms used in these General Terms and Conditions of Provision of Maintenance services shall mean:

1) "FIAB Service" shall mean FIAB Service GmbH [Limited Liability Company] with its registered office in Holzwickede, Wilhelmstr. 31, 59439 Holzwickede, entered in the Trade Register under no.: 8052 in the district court of Hamm; VAT-No.: 8942999829

2) "Client" shall mean a legal entity commissioning a maintenance service. If the person commissioning a maintenance service does not reveal that they are acting on behalf of another entity or that the authorisation to act on behalf of another entity did not exist or was not effective, the commissioning person shall be the Client.

3) "Parties" shall mean FIAB Service and the Client.

4) "Business Days" shall mean days from Monday to Friday, barring the days recognised bank holidays in the Federal Republic of Germany.

5) "Confidential Data" shall mean all the information related to the Manufacturer's business

FIAB Service GmbH

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Geschäftsführer:

Herr Bronislaw Koziolkiewicz

USt.-IdNr.: DE293293786

HRB 8052 Amtsgericht Hamm

EORI – Nummer: DE601394539661077

Stammkapital: 25.000 €

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operations and plans which the Client has acquired and which the Manufacturer grants no general access to. The confidential data shall in particular extend to the information regarding the structure and manner of manufacturing of the product and of other goods manufactured by the FIAB Service, as well as other information of technical, economic, financial, accounting, commercial, legal, tax, or HR character.

6) "A machine" shall mean a machine covered by the warranty granted by FIAB Service or a machine subject to an ordered or delivered maintenance service.

7) "General Terms and Conditions" – the present General Terms and Conditions of Provision of Maintenance services.

7. The General Terms and Conditions shall apply exclusively to relations with entities conducting business activities whereas they shall not apply to services FIAB Service provides to consumers or to other declarations made by FIAB Service towards consumers.

8. The conditions following from these Terms and Conditions may be otherwise specified in an agreement between the Parties concluded in the form making it possible to record the text of declarations in writing (particularly in the form of a fax or email) to be valid, whereby different regulations of specific issues following from the General Terms and Conditions shall be without prejudice to the binding force of the remaining General Terms and Conditions.

§ 2 WARRANTY AND POST-WARRANTY SERVICES

1. The maintenance services shall be divided into warranty services and postwarranty services.

2. The warranty services shall be exclusively the services covered by warranty terms and conditions granted by FIAB Service. Provision of warranty services shall be free-ofcharge unless the warranty terms and conditions or the provisions of the General Terms and Conditions provide otherwise.

3. The post-warranty services shall extend to cases of machine failure after the expiry of the warranty period and to defects not covered by the warranty or to the provision of maintenance services related to a machine not covered by FIAB Service's warranty or a machine after the expiry of the warranty period, especially if the warranty expired due to the violation of the terms and conditions of warranty. The post-warranty service shall be settled in compliance with the Maintenance Services Tariff List - hereinafter referred to as the Tariff List.

4. In the case of the warranty and post-warranty services, the procedure for lodging maintenance and repair service orders shall be the same.

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§ 3 PROCEDURE FOR LODGING MAINTENANCE AND REPAIR SERVICE ORDERS

1. The Client shall place an order for maintenance or repair service of a machine in one of the manners provided below:
 - a) via a maintenance service order available from www.fiabservice.de;
 - b) by e-mail sent to the following address service@fiabservice.de;
 - c) by phone, at the telephone number available from www.fiabservice.de.
2. A maintenance service order shall include information regarding the machine type, its serial number, year of production, and the possibly most detailed description of the defect, as well as the information regarding the manufacturer of the machine, if other than FIAB Service.
3. A maintenance service order placed on a business day after 4 pm, on Saturday, Sunday, or holiday shall be deemed as placed at 8 am of the nearest business day.
4. In the maintenance service order, the Client shall be obligated to provide factual circumstances compliant with the truth.
5. FIAB Service shall contact the Client to establish the cause of the defect and the condition of its removal not later than within 24 hours as of the maintenance service order placement.
6. FIAB Service shall provide the Client with a maintenance service order receipt confirmation.
7. The General Terms and Conditions as well as the maintenance services Tariff List, available at the FIAB Service website, shall constitute a component of the maintenance service order receipt, without the need for the contents of the General Terms and Conditions or of the Tariff List to be repeated in the maintenance order service receipt confirmation.

§ 4 THE MANNER OF PROVISION OF MAINTENANCE SERVICES

1. Prior to the commencement of a maintenance service, FIAB Service shall arrange with the Client the conditions and date of commencement of the works; in the event of a service provided against remuneration, FIAB Service shall also inform the Client of the stipulated total charge for the maintenance services. The maintenance service shall be accepted for realisation upon establishing the conditions of its performance.
2. FIAB Service shall make every effort to ensure that the maintenance service is performed at the quickest possible date.
3. FIAB Service hereby commits to perform the maintenance service with due diligence and in compliance with the applicable provisions, standards, and technical conditions stipulated by the manufacturer.

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4. The Client shall be obligated to provide FIAB Service maintenance personnel with access to the machine and guarantee the conditions appropriate for the performance of the maintenance operations (e.g. tools, utilities, devices, assistants) indicated by FIAB Service while negotiating the conditions and date of the works. The Client shall be obligated to grant access to the machine test materials during the performance of the maintenance services during the maintenance activities. 5. Upon completion of the maintenance service, a FIAB Service employee shall inform the Client of the performed activities by drawing up a service protocol. The Client shall be obligated to verify the total of hours for the performed service. The Client shall confirm the performance of the maintenance service with their signature in the service protocol.

6. Where the Client refuses to sign the protocol or where obtaining the Client's signature is impossible, the FIAB Service maintenance employee shall make an annotation regarding this fact in the service protocol, providing the reasons for the lack of possibility to obtain the Client's signature.

7. A machine failure diagnosis shall constitute a separate service, also where the failure was not fully eliminated in the scope of the maintenance service.

8. When on the site of performance of a maintenance service, the need for an extra maintenance service is established, to the Client's request, FIAB Service maintenance personnel may undertake to perform such a service without the need for the Client to place a maintenance service order at the FIAB Service's office. In such an event, the service protocol shall also describe activities included within the extra maintenance service which the Client shall confirm by signing the service protocol.

§ 5 REMUNERATION FOR MAINTENANCE SERVICES

1. Maintenance services not be covered by the warranty shall be payable in compliance with the Tariff List set.

2. A service protocol confirmed by the Client upon the completion of works shall provide the grounds for FIAB Service to issue an invoice for a maintenance service. In the event of an ungrounded refusal to sign the protocol or in the event obtaining the Client's signature proves impossible, the grounds for the issuance of an invoice shall be the protocol with an appended annotation regarding the reasons for the lack of the Client's signature.

3. All amounts in the Tariff List are net amounts. These amounts shall be increased by all taxes, customs duties, and fees connected to the conclusion or performance of the agreement, unless the obligation to bear them rests directly with the Client. The amounts specified in the Tariff List shall be also increased by the cost of travel of FIAB Service maintenance personnel to the site of performance of the maintenance service. In the event of the maintenance service performance periods exceeding one day, the maintenance service costs shall be increased by the costs of accommodation of FIAB Service maintenance personnel during the period of performance of such a service.

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4. If no other terms of payment for the maintenance services have been provided for, the remuneration for the maintenance service shall be payable within 14 days as of the date of issue of the invoice
5. Any payments due to FIAB Service from the Client, including the remuneration for maintenance services, shall be paid by a bank transfer to the bank account indicated by FIAB Service. The Client shall bear any bank transfer charges. The payment shall be deemed effective at the moment the total payment fully clears in the FIAB Service's bank account.
6. FIAB Service may demand the Client to make an advanced payment for the maintenance service in the following cases:
- a) when it receives a maintenance order from a Client who has never purchased products or services from FIAB Service;
 - b) when the maintenance service is ordered by the Client who has previously been in arrears as regards any payments due to FIAB Service.
7. The amount of the advanced payment shall be determined according to the stipulated costs of the maintenance service. The advanced payment may consist of a part or total of the remuneration due to FIAB Service for the performance of the maintenance service. In the event the advanced payment is requested, the payment thereof shall constitute the condition for the commencement of the service.
8. An occurrence of another problem with a machine after the performed maintenance service does not release the Client against the obligation to pay for the performed maintenance service.
9. In the event of any delayed payments due to FIAB Service, including those due prior to the placement of a maintenance service order, FIAB Service shall have the right to withhold the provision of the maintenance service, including the warranty service, until the outstanding payments have been paid.
10. In the event of a maintenance service order covering the services covered by a warranty, FIAB Service shall have the right to demand from the Client a deposit to defray the costs of the maintenance service employee's travel and the costs of establishment of the cause of the defect. The deposit shall be reimbursed in the nominal value if the repair is recognised as covered by the warranty. In the event the repair is performed as a post-warranty service, the deposit shall be credited towards the price for the service compliant with the Tariff List.
11. If in the course of the performance of the maintenance service, it turns out that the defect reported by the Client to be removed under the warranty exceeds the scope of the warranty, the Client shall be obligated to pay for such a maintenance service as for a postwarranty maintenance service.

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12. If upon replacing a spare part within the warranty maintenance service, the manufacturer of such a part demonstrates that in relation to the replaced part the terms and conditions of the warranty granted by FIAB Service were not observed, the Client shall be obligated to cover the cost of purchase by FIAB Service of the replaced part and of the maintenance service related to the replacement thereof as for a postwarranty maintenance service.

13. The Client shall be obligated to settle the amounts due for the maintenance service also when despite a FIAB Service maintenance service employee having reported at the Client's site or despite FIAB's having incurred any costs whatsoever related to the ordered maintenance service, for the reasons attributable to the Client the maintenance service is not performed within two months from the agreed date. This shall in particular apply to the cases where the maintenance service order was groundless (e.g. due to the fact that the machine is operational and in working order) or where the FIAB Service maintenance personnel were not admitted to perform the maintenance service at the specified location. In such a case, the amount of remuneration for the maintenance service shall constitute a contractual compensation on the grounds of difficulties in the performance of the maintenance service attributed to the Client. The principles expressed in the present point shall also apply to the warranty services, whereby the contractual compensation amount shall be expressed according to the remuneration for postwarranty services specified in the Tariff List.

14. If, for the reasons not-attributable to FIAB Service, FIAB Service shall have to report to the site of the maintenance service performance, the Client shall be obligated to cover the costs of each subsequent arrival of the FIAB Service maintenance personnel to the site of the maintenance service performance.

15. In the event of any delay of payments for FIAB Service, FIAB Service shall be entitled to collect from the Client interest rates from each outstanding amount, in the amount of 1.5% (one and a half per cent) per month. The interest rates shall be calculated proportionally to the number of days of the delay in payment.

16. Any payments, other than the price, due to FIAB Service from the Client shall be payable up to the seventh day as of the fulfilment of the conditions which the arising of the obligation to meet these liabilities depends upon.

17. The Buyer shall be responsible for the timely payment of the amounts due to the Manufacturer also when the delay in payment is connected to the delayed payments due to the Buyer from third parties as well as to the difficulties in obtaining external financial support from banks, crediting institutions, subsidising institutions, or other similar entities.

18. FIAB Service shall be entitled to deactivate the machine if the delay of any payment due to FIAB Service from the Client exceeds 15 days. The Client shall not be entitled to any claims on the grounds

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of such a deactivation, nor any other rights towards FIAB Service. The product shall be relaunched in operation within 24 hours as of the receipt by FIAB Service of all the outstanding payments.

§ 6 CONFIDENTIAL DATA

1. In the event the Client takes possession of confidential data, the Client shall be obligated not to disclose the confidential data and not to use the confidential data for purposes other than the performance of the agreement or normal use of the product.
2. The obligation to maintain the confidentiality of sensitive data shall continue for the period of 10 years as of the transfer thereof.
3. For violation of the obligations related to maintaining the confidentiality of sensitive data as expressed in the present section, the Client shall pay FIAB Service a contractual penalty of EUR 20,000 for each case of such a violation.

§ 7 MISCELLANEOUS

1. If any provisions of the General Terms and Conditions prove invalid, this shall not result in the invalidity of the entire General Terms and Conditions. The Parties shall do their utmost to replace the invalid provisions with the valid ones until the date of such a replacement, the invalid provisions shall be interpreted in order to keep them in force with possibly the closest legal effects.
2. The titles of individual sections of the General Terms and Conditions are exclusively indicative and they shall have no impact on interpretation of the General Terms and Conditions.
3. The contractual penalties or contractual compensation provided for in the General Terms and Conditions shall not exclude the possibility of pursuing supplementary damages if the incurred damage was higher. The contractual penalties or contractual compensation due under the present Terms and Conditions shall remain in force also in the event of the termination of or withdrawal from the agreement pertaining to the maintenance service.
4. The Client consents to the FIAB Service's use of the Client's company name and logo in its promotional, advertising, or informational materials and in the business correspondence.
5. FIAB Service's compensatory liability for non-performance or improper performance of a maintenance service shall be limited exclusively to the damages resulting from intentional fault or glaring negligence and shall not extend to lost profits or losses in materials used by the Client in the course of production or damages related to the standstill in production related to the performance of the maintenance service.

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6. Legal relationships the subject of which is the maintenance services rendered by FIAB Service shall be governed by German law with the exclusion of the UN Convention of 11 April 1980 on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980.

7. Any disputes arising against these General Terms and Conditions shall be subject to jurisdiction of German courts. The courts competent for the FIAB's office shall be the courts competent to settle the disputes.

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