

Additional Conditions for Services



Applicable to transactions with business people and public authorities in the meaning of § 310 I BGB (German Civil Code)

Edition No.: 3
Issue: March 2020

1. GENERAL

- 1.1 For orders for the provision of services (e.g. planning, commissioning, installation, maintenance or operation) the following Additional Conditions for Services shall apply.
- 1.2 These Additional Conditions for Services apply to orders for the provision of services as a supplement to our "Delivery Conditions" which shall also apply thereto. The Delivery Conditions can be downloaded, stored and printed out under <https://www.telent.de/de/meta-footer/agb/> or they will be made available by us upon request at any time.
- 1.3 In case of contradictions between the Additional Conditions for Services and the Delivery Conditions the Additional Conditions for Services prevail.

2. EXECUTION OF SERVICE ORDERS

- 2.1 Regular working hours shall be determined in accordance with the legal regulations and collective bargaining agreement regulations which are applicable to the employees performing the services ordered.
- 2.2 Should deviations from regular working hours be applicable to the personnel performing the services become necessary, then the customer shall inform us about such requirements and together with the customer we shall try to find an agreement concerning the terms and conditions regarding work outside the regular working hours, if necessary after having obtained any required permit or consent.
- 2.3 We reserve the right to recall employees executing the order at any time and replace them by equally qualified employees at our expense.
- 2.4 It shall be the responsibility of the customer to adhere to all safety regulations for the avoidance of accidents on its sites and to take all necessary measures for the avoidance of accidents. The customer shall inform the personnel charged with executing the services ordered about any safety regulations and measures in operation on its sites.
- 2.5 We can refuse the performance of works requested by the customer if we –respectively our employees executing the order– have severe concerns (e.g. in respect of security regulations) over such works.
- 2.6 In case the execution of the ordered services is delayed for reasons not attributable to us, then the customer shall bear any cost for waiting times or additional travelling of our personnel caused through the delay.
- 2.7 In case the customer should ask us to perform services which did not form part of the offer, then such services shall be invoiced in accordance with the price for time and materials as set out in Section 8.2. of these conditions, unless something else has been agreed.
- 2.8 Unless otherwise agreed, we are entitled to subcontract the execution of the entire order or of any parts of the order to competent third parties.

3. CO-OPERATION OBLIGATIONS

- 3.1 Before the execution of the order the customer shall at its own expense complete all measures and preparations necessary for the execution of the order on his part.
- 3.2 The customer will support us in the execution of the order as well as in analyzing, handling and rectifying defects that appear in the context of order execution on a case by case basis by e.g. making available room, machines/computers and machine/computer time, personnel, documentation and information as required.
- 3.3 Should information on or access to systems or interfaces be required for the provision of the services, the customer shall ensure availability and accessibility of such information in due time before beginning of the execution of the order.
- 3.4 Unless otherwise agreed in writing, the customer shall provide in particular the following at its expense and in a timely manner:
 - a) All civil and earth works as well as all other ancillary works including all skilled and unskilled labour, materials and tools required for such works;
 - b) the ancillary materials and articles, such as scaffolding, lifting tools (e.g. hoist, crane) and such like, fuel and lubricants;
 - c) energy and water at the point of usage including connections, heating and lighting;
 - d) at the installation site, sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, tools and materials and for the installation personnel appropriate working and resting rooms, including sanitation facilities appropriate to the conditions; the customer shall also take such measures for the protection of our personnel as well as our property on the installation site as it would for its own personnel and material.
 - e) Protective clothing and protection equipment required due to specific conditions prevailing at the installation site.
- 3.5 Before the start of the works the customer shall provide to us unrequested any necessary information about hidden electricity and gas lines, water mains and other hidden supply lines as well as information regarding structural stability.
- 3.6 All of the objects which are to be made available by the customer shall be at the installation site prior to the start of the execution of the order. Prior to the start of work by us all preparatory work to be performed by the customer must have progressed to such a stage that the ordered services may be commenced as agreed and be executed continuously. Approach paths, place for setting up as well as installation site must be accessible without any obstruction (i.e. levelled and cleared).
- 3.7 Obtaining of official permits and consents which may potentially be required shall be at the cost and risk of the customer. This also includes specific requirements including, but not limited to, prerequisites for checks, security checks according to German SÜG (Sicherheitsüberprüfungsgesetz) and German LuftSiG (Luftsicherheitsgesetz), identification cards, instructions or training.

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3.8 If our services also include remote diagnostics or remote login on customer's equipment/systems, the customer is obliged to keep operative the equipment and programs which are required for such services including all necessary security standards (in particular firewall, antivirus protection) to maintain the necessary technical interfaces and links and to allow usage on a case by case basis.

3.9 The customer is responsible to provide for a suitable data backup (this concerns customer's programs as well as customer's data). If the customer becomes aware of forthcoming security standards to be performed by us, customer will verify the status of data backup and will ensure that the data backup is up-to-date. The customer is also responsible to verify if the data backup is operative and serviceable.

3.10 The customer shall inform us without being prompted about any and all legal, official or other rules and regulations (including also those of the customer) or any other circumstances which must be taken into account when executing the order or which may lead to additional burdens when executing the order.

3.11 If necessary, the customer is obliged to provide access to technical sites and to obtain/execute required approvals and registrations (if necessary also from/at third parties).

3.12 In case the execution of the order should be delayed or complicated due to the customer's non-compliance with its co-operation obligations, then the customer shall be liable for any additional cost or expense this causes.

4. DEADLINES, FORCE MAJEURE, DELAY

The following Sections 4.1 and 4.2 shall apply to service orders instead of Section 4.1 and 4.2 of the Delivery Conditions. In addition, Sections 4.3 through 4.9 of the Delivery Conditions shall also apply to service orders.

4.1 Any dates given by us shall not be treated as fixed dates within the sense of §§ 361 BGB (German Civil Code) and 376 HGB (German Commercial Code), unless they should be expressly identified as guaranteed fix dates.

4.2 Timely performance of the ordered services shall be conditional upon complete and proper fulfillment of the co-operation obligations of the customer, in particular receipt of all documents to be provided by customer, required permissions and approvals, plans, as well as adherence to the agreed payment terms and other obligations. In case such co-operation obligations should not have been properly fulfilled, agreed deadlines shall be extended appropriately, unless the delay is due to our fault.

5. ACCEPTANCE

5.1 Our services shall not be subject to an acceptance procedure unless the customer and we have agreed in writing that a formal acceptance shall be required.

5.2 In case (partial) acceptance for our services has been agreed upon we shall inform the customer in writing about the readiness for acceptance. Acceptance shall

then occur within 7 (seven) days from the declaration of readiness for acceptance.

5.3 Acceptance may not be withheld for minor defects.

5.4 In case the customer should refuse to accept the services, the customer shall provide reasons for refusal of acceptance within 14 (fourteen) days of declaration of readiness for acceptance in writing including a detailed description of defects which is comprehensible and sufficiently for us. In case of a justified refusal we shall remedy any defects in the performed services in an appropriate time and declare to the customer again readiness for acceptance. Thereafter, Sections 5.2 ff. apply again.

5.5 Acceptance shall be deemed to have occurred within 14 (fourteen) days from the declaration of readiness for acceptance, unless the customer grants the acceptance within that timeframe or provides a written justification of its refusal to accept the services in accordance with Section 5.4.

5.6 Should the customer start to use the services (or the work product of the services) without making any reservations, then the services shall be deemed to be accepted.

5.7 The customer shall bear any cost of acceptance.

6. TRANSFER OF RISK

For orders of services the following Section 6 shall replace Section 3.3 of our Delivery Conditions.

6.1 The risk of accidental destruction or degradation shall pass to the customer upon completion of the service by us, unless the service is subject to an acceptance (refer to Section 5). In case of services subject to acceptance the risk shall pass to the customer upon acceptance (cf. Section 5).

6.2 In case the start or the performance of the service (e.g. installation), the taking into operation or any trial operation is delayed for reasons attributable to the customer, or the customer is in delay of acceptance (Annahmeverzug) for any other reason, then the risk shall pass to the customer upon the start of the delay of acceptance.

6.3 The risk of accidental destruction or degradation of material provided by the customer shall be borne by the customer.

7. DEFECTS

For contracts for works (Werkverträge) the provisions of Section 7 of our Delivery Conditions shall apply with the provision that the term "products" shall be replaced by "ordered service" and the term "delivery" shall be replaced by "performance of the service".

8. FEES, PRICES

8.1 General

Our services are priced either with lump sum prices (refer to Section 8.3), by time and materials (refer to Sec-

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tion 8.2) or by quantities (refer to Section 8.4). For all pricing variants the following general rules apply:

- f) For invoices and payments, the contractual conditions apply. Commissioning shall be priced separately, unless specific other arrangements have been agreed.
- g) Prices are exclusive of the Value Added Tax applicable by law at the time of invoicing.
- h) Unless otherwise agreed the customer shall besides the agreed fee be liable for all incidental cost, such as travel cost, cost for transport of necessary tools and personal baggage as well as release fees.
- i) At our request provision of goods and materials, as well as performance of services at the customer's site shall be documented by the customer by means of written receipts.
- j) Should our personnel not be able to reach their regular working time due to shortened working hours at the customer's site or due to other circumstances attributable to the sphere of influence of the customer, then the shortfall of work hours shall be invoiced in accordance with the rules for pricing for time and materials as set out in Section 8.2.
- k) In case we perform services at the request of the customer which were not in the scope of contractually ordered services, then these shall be invoiced in accordance with the rules for pricing for time and materials as set out in Section 8.2.
- l) In case the services are performed with the customer's consent at times which are outside the scope of what was contractually foreseen for reasons which are not attributable to us, then the customer shall reimburse us for any additional cost this may cause to us.

8.2 Invoicing for time and materials:

- a) The following items shall be invoiced:
 - The working time employed to perform the service in accordance with our hourly rates applicable at the time the service was performed; waiting times are invoiced as working time; travel time shall be invoiced as working time;
 - Costs incurred by us for travel related incidental charges
 - Necessary expenses (e.g. travel costs, transportation of baggage, tools and other incidental materials, etc.);
 - The material used to perform the services at the agreed prices
 - Fee for making certain special tools and measuring equipment available if so contractually agreed, in accordance with the applicable price sheets.
- b) In case the customer demands services to be performed outside regular working hours (refer to Section 2.3 and 2.4) or during times for which supplements are required, we shall be entitled to invoice such reasonable supplements in addition to the hourly rates.
- c) At our request, working hours performed by us shall be certified to us at least every half month by

the customer. Such working hour certifications shall form the basis for the invoices.

8.3 Invoicing for lump sum prices

- m) A lump sum price shall include the agreed services under the working and other conditions specified to us at the time of contract conclusion. It is based upon the weekly working time applicable to us, unless something else has been agreed upon.
- n) At our request the customer shall certify, according to its best knowledge and without any binding effect after each half month the time employed by our personnel to perform the agreed services.

8.4 Invoicing for services by quantities

Invoicing shall be in accordance with the agreed price per unit.

9. PAYMENT TERMS

The following payment terms shall replace Section 11.1 and 11.2 of our Delivery Conditions.

- 9.1 Our services shall be invoiced after the performance of the services, unless the services are subject to (partial) acceptance (cf. Section 5). Services which are subject to (partial) acceptance (cf. Section 5), shall be invoiced after having obtained (partial) acceptance.
- 9.2 Under contracts with long duration or under contracts with duration of more than one month we may invoice all services which are not subject to an acceptance (cf. Section 5) at the end of each calendar month during the duration of the contract.
- 9.3 Invoices are to be paid within 30 days after the date of the invoice.
- 9.4 We shall be entitled to apply each payment to the oldest due invoice. The legal provisions with regard to the consequences of payment delay shall apply.