

General Terms and Conditions for Repair of the TRAPO GmbH

(Version: March 2022)

For use with:

1. A person, who when concluding the contract is acting in a professional capacity on a commercial or self-employed basis (entrepreneur);
2. Legal entities under public law or special funds governed by public law.

I. Contract conclusion, information obligations, safety instructions

1. In case of an undisputed written order confirmation, this is decisive for the content of the contract and the scope of the repair services.
2. If the repair item is not supplied by the TRAPO GmbH (hereinafter referred to as the „Contractor“), the Client shall advise to existing intellectual property rights with respect to the item; provided that the Contractor is not responsible, the Client shall hold the Contractor harmless from any possible claims of third parties resulting from intellectual property rights.
3. The Client shall notify the Contractor in due time in writing of contaminations, possible health-endangering residues in the items to be repaired as well as transport risks and other measures relevant for repairs to be taken.

II. Non-performable repairs

1. The Client shall be invoiced the costs incurred for the preparation of a cost estimate as well as further expenses incurred and to be documented (error location equals working time), if the repair cannot be carried out for reasons the Contractor is not responsible for, in particular because
 - the complained defect did not occur during the inspection,
 - spare parts cannot be procured,
 - the Client has culpably failed to meet the agreed deadline,
 - the contract has been terminated performance.
2. The repair item shall only be returned to its original condition at the express request of the Client against reimbursement of the costs, unless the works carried out was not necessary.
3. In case of a repair that cannot be carried out, the Contractor shall not be liable for damages to the repair item, the breach of contractual accessory obligations and for damages not caused to the repair item itself, irrespective of the legal reason the Client may invoke.

The provisions of liability as per clause XI.3 of these Terms and Conditions shall apply accordingly.

III. Cost information, Cost estimates

1. As far as possible, the Client shall be notified of the anticipated repair price upon contract conclusion, otherwise the Client shall be entitled to set cost limits. If the repair cannot be carried out at these costs or if the Contractor, during the repair work, considers it necessary to carry out additional work during the repair, the Client's approval shall be obtained if the specified costs are exceeded by more than 15 %.
2. Should the Client request a cost estimate with binding prices prior to performance of the repair, the Client shall expressly request said cost estimate. Such a cost estimate shall only be binding - unless otherwise agreed - if submitted in writing. It is to be remunerated. The Client shall not be charged for the preparation work of the cost estimate where such preparation work is of use in the course of the repair.

IV. Price and payment

1. The Contractor shall be entitled to demand a reasonable advance payment upon contract conclusion.
2. When calculating the repair, the prices for used parts, materials and special services as well as the prices for the works services, travel and transport costs shall be listed separately in each case. If the repair is carried out on the basis of a binding cost estimate, a reference to the cost estimate is sufficient whereby only deviations with respect to the scope of performance shall be listed separately.
3. In addition, the value-added tax is charged to the Client at the legally applicable rate.
4. Any possible adjustment of the invoice on the part of the Contractor and a complaint on the part of the Client must be made in writing no later than four weeks after receipt of the invoice.
5. Payment is to be made without discount upon acceptance and hand-over or delivery of the invoice.
6. The retention of payments due to possible counterclaims of the Client that are disputed by the Contractor shall not be permissible.
7. The offset with any counterclaims of the Client from other legal relationships that are disputed by the Contractor shall not be permissible.

V. Cooperation and technical assistance of the Client in connection with repairs outside the plant of the Contractor

1. The Client shall assist the repair personnel in carrying out the repair at his own expense.
2. The Client has to take the special measures necessary to protect persons and property on the repair site. He shall inform the repair manager on existing special safety regulations, as far as these are of importance to the repair personnel. He shall notify the Contractor of violations by the repair personnel against such safety regulations. In the event of serious violations, he may refuse the offender access to the repair site

in consultation with the repair manager.

3. The Client is obliged to provide technical assistance at his own expense, in particular to:
 - a. Provision of the necessary suitable assistants for the repair in the required number and for the required time. These assistants must follow the instructions of the repair manager. The Contractor assumes no liability for the auxiliary staff. If a defect or damage is caused by the auxiliary staff due to instructions of the repair manager, the provisions of clause. X and clause XI shall apply accordingly.
 - b. Execution of all construction, bedding and scaffolding works including procuring the necessary building materials.
 - c. Provision of the necessary equipment and heavy tools as well as the necessary commodities and materials.
 - d. Provision of heating, lighting, power supply, water, including the necessary connections.
 - e. Provision of necessary, dry and lockable rooms for the storage of the tools of the repair personnel.
 - f. Protection of the repair site and materials against harmful influences of any kind, cleaning of the repair site.
 - g. Provision of suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities and sanitary facilities) and first aid for the repair personnel.
 - h. Provision of the materials and undertaking of all other actions required for regulating of the repair item and performing a contractually agreed test.
4. The technical assistance of the Client must assure that the repair can begin immediately after the arrival of the repair personnel and can be carried out without delay until acceptance by the Client. As far as special plans or instructions of the Contractor are required, these shall be made available by the Contractor to the Client in a timely manner.
5. If the Client does not comply with his obligations, the Contractor shall be entitled after setting a deadline, but not obliged, to perform the actions incumbent on the Contractor in his place and at his expense. In all other respects, the statutory rights and claims of the Contractor shall remain unaffected.

VI. Transport and insurance for repairs at Contractor's plant

1. Unless otherwise agreed in writing, transport and return of the repair item at the Client's request - including any packaging and loading - are carried out at his expense, otherwise the repair item shall be supplied by the Client to the Contractor at his own expense and after completion of the repair at the Contractor and collected again from the Contractor by the Client.
2. The Client shall bear the transport risk.

3. At Client's request, transport to and, if applicable, from is insured at his expense against the insurable transport risks e.g. theft, breakage, fire.
4. During the repair period at Contractor's works there shall be no insurance cover. The Client shall maintain the existing insurance cover for the repair item, for example regarding fire, tap water, storm and machine failure insurance. Only at the explicit request of the Client and at his expense, insurance cover can be provided for these risks.
5. In the event of a delay by the Client with the takeover, the Contractor may charge storage costs for the storage in his premises. The repair item may also be stored elsewhere at the discretion of the Contractor. The costs and risk of the storage shall be borne by the Client.

VII. Repair period, delay in repair

1. Specifications for the repair item are based on estimates and are thus not binding.
2. The Client can only request the agreement on a binding repair period, when the scope of work has been precisely determined.
3. The binding repair period shall be deemed to have been observed if by its expiry the repair item is ready for acceptance by the Client in case of a contractually provided test run for its execution.
4. In case of additional and extension orders placed later or if additional repair work is necessary, the agreed repair period shall be extended accordingly.
5. If the repair is delayed due to measures within the framework of labor disputes, in particular strikes, lockouts as well as the event of circumstances not attributable to the Contractor, the repair deadline shall be extended reasonably as far as such circumstances can be proven to have significant influence on the completion of the repair.
6. If the Client incurs a damage due to the delay of the Contractor, the Client shall be entitled to claim for liquidated damages for delay at a rate of 0,5 % for each full week of delay, however maximal limited to 5 % of the repair price for such part of the item to be repaired which cannot be used in due time as a result of the delay.

If the Client sets the Contractor - taking into account the legal exceptions - a reasonable deadline for the performance after the due date and if the deadline is not met, the Client shall be entitled to withdraw from the contract within the framework of the legal provisions. He commits himself, at Contractor's request, to declare within a reasonable period of time as to whether he makes use of his right of withdrawal.

Further rights and claims arising from delay are exclusively subject to clause XI. 3 of these Terms and Conditions.

VIII. Acceptance

1. The Client shall be obliged to accept the repair work as soon as he has been notified of its completion and any contractually agreed test run of the repair item has taken place. If the repair does not prove to be in accordance with the contract, the Contractor shall be obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the Client or is based on a circumstance attributable to the Client. In the event of a non-significant defect, the Client may not refuse acceptance.
2. If the acceptance is delayed for reasons not attributable to the Contractor the acceptance shall be deemed to have taken place after expiry of two weeks from notification of the completion of the repair.
3. With the acceptance the Contractor shall no longer be liable for recognizable defects, unless the Client has reserved the right to claim for a specific defect.

IX. Retention of title, extended lien

1. The Contractor reserves the right of ownership to any accessories, spare parts and replacement aggregates used until receipt of all payments from the repair contract. More extensive security agreements may be agreed upon.
2. The Contractor is entitled to a lien on the repair item which as a result of the repair contract came into his possession from the Client. The right of lien may also be asserted for claims arising from previously performed work, spare part supplies and other deliveries and services insofar as they relate to the repair item. For other claims arising from the business relationship, the right of lien is only valid insofar as these are undisputed and legally binding.

X. Claims for defects

1. After acceptance of the repair, the Contractor shall be liable for defects of the repair to the exclusion of all other claims of the Client, notwithstanding article 5 and article 6 and clause XI of these Terms and Conditions, in such a way that he has to remedy the defect. The Client has to immediately notify the Contractor in writing of a defect discovered.
2. The liability of the Contractor shall not apply, if the defect is insignificant for the interests of the Client or is based on a circumstance attributable to the Client. This shall in particular apply to parts provided by the Client.
3. In the event of any modifications or repair works improperly carried out by the Client or third parties without prior approval of the Contractor, liability of the Contractor for consequences resulting therefrom is voided. Only in urgent cases that endanger operational safety and to prevent unreasonably high damages, whereby the Contractor is to be informed without delay, or if the Contractor - taking into account the legal exceptions - fails to meet the reasonable deadline set to him for remedy of the defect, the Client shall be entitled - within the framework of the statutory exceptions - to remedy the defect himself or to have the defect remedied by a third party and to demand reimbursement of the necessary expenses from the Contractor.

4. In the event of a justified complaint, the Contractor shall bear the costs necessary to remedy the defect, provided that this does not result in a disproportionate burden on the Contractor.
5. If the Contractor - taking into account the statutory exceptions - fails to meet the reasonable deadline set to him for remedy of the defect, the Client shall be entitled within the framework of the legal provisions to a right of reduction. Only if the repair is proven not to be of interest for the Client despite the reduction the Client may withdraw from the contract.
6. Further claims and rights are exclusively determined by clause XI.3 of these Terms and Conditions.

XI. Liability of the Contractor, Limitation of liability

1. If parts of the repair item are damaged for reasons the Contractor is responsible for, the Contractor shall, at his option and at his expense, repair, provide new delivery or replace them. In the event of slight negligence, the costs to be incurred for this are limited to the contractual repair price. In addition, liability for damages at the repair item is subject to clause XI.3 of these Terms and Conditions.
2. If the repair item cannot be used by the Client in accordance with the contract as a result of proposals from the Contractor that were wrong or negligently omitted or advice provided before or after conclusion of the contract or as a result of culpable violation of other accessory contractual obligations - in particular the obligation to provide instructions for the use and maintenance of the repair item - the provisions of clauses X and XI. 1 and 3 of these Terms and Conditions shall apply to the exclusion of further claims by the Client.
3. The Contractor shall be liable for damages not caused to the repair item itself, for whatever legal reasons, only
 - a. in case of intent and gross negligence,
 - b. in case of a culpable breach of life, body, health,
 - c. in case of defects the Contractor has fraudulently concealed,
 - d. within the framework of an assured warranty,
 - e. as far as liability is provided in accordance with the Product Liability Act for injury to persons and material damages to privately used objects.

In case of a culpable breach of essential contractual obligations the Contractor shall also be liable for slight negligence, however, limited to the contractually typical reasonably foreseeable damage.

Further claims are excluded.

XII. Statue of limitation

All claims of the Client - for any legal reason whatsoever - shall become statue-barred in 12 months. Claims for

damages as per clause. XI. 3 a-c and e of these Terms and Conditions are subject to the legal periods. If the Contractor performs the repair works at a building and causes the defectiveness thereof, the legal periods shall also apply.

XIII. Compensation from the Client

If the equipment or tools provided by the Contractor are damaged during repair works outside the plant of the Contractor on the repair site or if they are lost for reasons for which the Contractor is not responsible, the Client shall be obligated to compensate for these damages. Damages due to normal wear and tear shall not be considered.

XIV. Applicable law, place of jurisdiction

1. For all legal relationships between the Contractor and the Client the law of the Federal Republic of Germany, which governs the legal relations between domestic parties, shall apply exclusively.
2. The place of jurisdiction shall be the court having jurisdiction over the place of business of the Contractor. However, the Contractor shall also be entitled to sue the Client before the court having jurisdiction over the Client's place of business.