

§ 1 General information – scope

- (1) These General Terms and Conditions of Service ("GTC") apply to all offers and contracts for the provision of service work (inspections, repairs, assembly, repair and maintenance work, as well as other services and work) – hereinafter also referred to as "services" – by RSP GmbH & Co. KG ("us", "we").
- (2) Spare parts are shipped according to the General Terms and Conditions of Sale and Delivery and the General Warranty Conditions, which are available online at www.rsp.com.
- (3) The GTC apply exclusively to entrepreneurs within the meaning of Section 310 Para. 1 German Civil Code [*Bürgerliches Gesetzbuch - BGB*] in conjunction with Section 14 BGB, legal entities under public law or special funds under public law.
- (4) By concluding the first contract in which these GTC are included, the customer acknowledges their validity for all future contracts that they conclude with us (including verbally or by email) without us having to refer to them again in each individual case, unless the contractual partners expressly agree otherwise in writing. The current version of the GTC is available for download on the RSP GmbH & Co. KG website (www.rsp.com) and will be sent to the customer upon request.
- (5) Our GTC apply exclusively to the business relationship between us and the customer. Any deviating, conflicting or additional Business Terms and Conditions of the customer shall not become part of the contract unless we expressly agree to them in writing. This also applies if we perform the service for the customer without reservation in the knowledge of their Business Terms and Conditions. Individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC. The content of such individual agreements shall be decisive for us based on a written contract or written confirmation on our part, whereby the text form shall be sufficient.
- (6) References to the validity of statutory regulations are exclusively for the purpose of clarification. Even without such clarification, the statutory regulations shall therefore apply unless they are amended or explicitly excluded in the contract or in these GTC.

§ 2 Offer and conclusion of contract, cost information, cost estimate

- (1) Our offers are subject to changes.
- (2) If the order placed by the customer qualifies as an offer, we may accept it within 10 working days. A contract shall only be concluded when we declare our acceptance in text form or by providing the service or delivering the goods to the customer. Silence in response to an offer made by the customer does not constitute acceptance. Insofar as we accept the offer made by the customer and confirm this in text form (by email is sufficient), the customer is obligated to recheck the details of the scope of services without delay. If the customer does not object to the order confirmation within three working days, the information contained in the order confirmation regarding the services and prices shall be deemed to have been approved.

- (3) The transfer of the service order shall simultaneously be deemed as permission for us to carry out test drives and trial runs.
- (4) Where possible, the customer shall be given a non-binding estimate of the expected service price upon conclusion of the contract, if requested. Unless otherwise agreed, such a cost estimate is only binding if it is submitted in writing, whereby text form is sufficient. The preliminary work carried out to submit the cost estimate will not be charged to the customer if it can be used in the performance of the service. The customer may set cost limits. If the service cannot be performed at these costs, or if we deem it necessary during maintenance to carry out additional work or use additional parts or materials, the consent of the customer must be obtained if the specified costs are exceeded by 20%. Consent shall be deemed to have been given if the customer does not immediately object to the extension of these services – we must expressly point out this legal consequence again in our notification, or if it is clear from the circumstances of the individual case that consent has been given (e.g. in the case of urgent service work on a building site, etc.).
- (5) Documents such as cost estimates, service descriptions, samples or other documentation such as drawings and plans, with the exception of purely advertising material, remain our property and may not be made accessible to third parties. Insofar as no contract is concluded, they must be returned to us without delay.

§ 3 Prices; customer payments, default of payment

- (1) Payment shall be made upon acceptance and delivery or dispatch of the invoice without discount, but no later than the payment date stated on the invoice, unless otherwise specified in our order confirmation.
- (2) Complaints regarding an invoice must be made in writing and within 14 days of receipt of the invoice by the customer.
- (3) We have the authorisation to demand a reasonable advance payment upon conclusion of the contract.
- (4) Unless otherwise stated, prices are always plus statutory value added tax.
- (5) The customer shall only have the right to offset and retain payment if their counterclaims have been legally established, are ready for decision in pending legal proceedings, are undisputed or have been recognised by us.
- (6) The legal consequences of default of payment by the customer shall be determined according to the statutory provisions of the BGB, unless these terms and conditions contain deviating provisions. If the customer defaults on payment, we shall be entitled to demand payment of all outstanding amounts after a grace period of one week has expired without result. If the customer is in default of payment, we are entitled to default interest of 12% of the outstanding amount. We remain entitled to assert further legal claims. The customer is free to prove that we have incurred no damage or only significantly less damage.
- (7) If, after conclusion of the contract, it becomes apparent that the payment claim is at risk due to the inability of the customer to pay, we shall be entitled to the rights set out in Section 321 BGB (Defence of uncertainty). We shall then also be entitled to demand payment of all claims from the current business relationship with the customer that have not become statute-barred. This uncertainty clause extends to all other outstanding deliveries and services from the

business relationship with the customer.

- (8) Notwithstanding Section 195 BGB, our claims for payment shall become statute-barred after 5 years. Section 199 BGB shall apply with regard to the commencement of the statute of limitations.
- (9) Payments made by the customer shall always be offset pursuant to Section 366 Para. 2 BGB. This shall also apply if the customer makes a different repayment arrangement.
- (10) Unless otherwise agreed in the contract, we shall also be entitled to effect the collection of payments owed by the customer from the account of the customer by direct debit upon the due date. The collection shall be made by means of the SEPA core direct debit procedure. For this purpose, the customer is obliged to issue us with a written SEPA direct debit mandate or a written direct debit authorisation as a SEPA direct debit mandate at our request and to provide us with the necessary information.
- (11) We shall ensure that the customer has a reasonable period of time (at least 5 working days) between the agreed due date or (if no specific due date has been agreed) the receipt of the invoice and the collection of the amount owed to audit the claim asserted and to ensure that there are sufficient funds in the account. Further requirements (e.g. regarding the notification of due payments provided for in the SEPA direct debit procedure) remain unaffected.

§ 4 Cooperation of the customer

- (1) The service item must be in a condition that allows the service to begin immediately, i.e. it must be clean and empty, free of hazardous substances, with cleaned filters, etc. If this is not the case, we will carry out the necessary cleaning work and invoice the customer on the basis of the usual hourly rates. If the service item contains contaminated material (e.g. hazardous substances), we reserve the right to terminate the service call without prior notice and to charge the customer for the associated costs.
- (2) If the services are not performed at our premises but at another location, the following conditions shall also apply.
- (3) The customer shall provide our service personnel with assistance at their own expense during the performance of the services. The customer is responsible for protecting persons and property at the service location. The customer is obliged to ensure appropriate working conditions and safety at the service location. Our service personnel must be instructed by the customer on the safety regulations to be observed, to the extent necessary. Any breaches of safety regulations by our service personnel must be reported by the customer.
- (4) The customer must ensure that the service personnel can commence work immediately upon arrival. Any delays for which the customer is responsible shall be borne by the customer.

§ 5 Deadline for the performance of the service, acceptance of the service, handover to the customer

- (1) Unless an individual service contract has been concluded, the information on service deadlines is only an estimate and therefore not binding.
- (2) In the event of force majeure, labour disputes and the occurrence of unforeseen obstacles beyond our control, the service deadline shall be extended accordingly.

- (3) If we ourselves are not supplied with the necessary spare parts and materials, even though we have placed identical orders with our suppliers or the respective manufacturer, the service deadline shall be extended accordingly. In this case, we shall inform the customers without delay.
- (4) If the customer grants us a reasonable deadline in the event of delay – unless there is a legal exception – and this deadline is not met, the customer shall be entitled to exercise rescission according to the statutory regulations. Further claims shall not exist, notwithstanding § 10 of these GTC.
- (5) We shall notify the customer of the completion of a service. The sending of the proof of performance shall also be deemed notification. Acceptance must take place within 10 working days of the notification becoming known.
- (6) If the service has not been rejected by the customer upon acceptance or if acceptance has not taken place within the specified period, the service shall be deemed to have been duly accepted.
- (7) If the customer delays acceptance, we are entitled to charge the customer reasonable storage costs or, in this case, to store the service item at a third location at the expense of the customer.
- (8) The transport of the service item to and from our premises is generally the responsibility of the customer, who also bears the risk of loss or damage during transport. If, as agreed, we take over the transport, this is done at the expense and risk of the customer.
- (9) The items handed over by the customer for servicing are uninsured against fire, theft, transport and storage damage, etc. These risks are to be covered by the customer or will only be covered by us at the express written request and expense of the customer.

§ 6 Reservation of title, extended lien

- (1) We retain title to all accessories, spare parts and replacement parts used until all payments under the service contract have been received. Further security agreements may be made.
- (2) Due to our claims arising from the service contract, we are entitled to a lien on the service item of the customer that has come into our possession on the basis of the contract. The lien may also be asserted for claims arising from work performed in the past, spare parts deliveries and other services, insofar as they are related to the service item. For other claims arising from the business relationship, the lien shall only apply insofar as these are undisputed or have been legally established or are ready for decision in pending legal proceedings.
- (3) As a precautionary measure, in the event that the customer is not the owner of the service item, the customer assigns to us the claim and the entitlement to transfer of ownership or retransfer after complete repayment of existing third-party claims and hereby irrevocably authorises us to fulfil these obligations on behalf of the customer. However, we are not obliged to fulfil obligations on behalf of the customer.
- (4) If the service item is combined with our spare parts and the like, and if the service item is to be regarded as the main item, the customer shall transfer proportional co-ownership

to us until full payment has been made, insofar as the service item belongs to him. We shall hold the co-ownership in safekeeping for the customer.

§ 7 Old parts

Old parts and other items that are no longer usable shall be disposed of properly at the expense of the customer. Unless otherwise agreed, replaced parts shall become our property.

§ 8 Scope of the warranty claims of the customer, obligations

- (1) The scope of our liability for material defects and defects of title shall be governed by the statutory provisions, unless otherwise specified in the provisions of this § 8. The provisions in § 10 apply to claims for defects by the customer that are directed towards compensation for damages or reimbursement of futile expenses.
- (2) Insofar as the quality has not been agreed, the existence of a material defect shall be assessed in accordance with the statutory regulation. Damage caused by wear and tear or damage resulting from previous use does not constitute a material defect. Furthermore, circumstances and damage attributable to the fact that
 - a) the service item/goods were incorrectly commissioned or operated by the customer or third parties, or incorrectly assembled (in particular, not according to the operating instructions), or incorrectly or not maintained or serviced, do not constitute a material defect; or
 - b) the service item/goods were used incorrectly, improperly or excessively; or
 - c) if they were caused by obstruction of air flows or disregard of the instructions for operation or maintenance; or
 - d) if there is a case of force majeure or if they were caused by an act of violence; or
 - e) if there is normal wear and tear; or
 - f) if the service item/goods have been previously modified or improperly repaired by the customer or a third party; or
 - g) in consultation with the customer, only a temporary repair has been carried out and defects occur beyond the temporary nature of the repair; or
 - h) that the service item/goods have been previously modified or repaired without our prior consent or not by us or a service partner authorised by us; or
 - i) incorrect (in particular, incompatible or not intended by us or the manufacturer) spare parts have been installed or attachments have been added, or unauthorised operating materials, oils, etc. have been used by the customer; or
 - j) unsuitable operating materials have been used or the goods have been exposed to damaging influences (e.g. physical, chemical, electrical extreme meteorological or geographical influences); or
 - k) previous defects or damage were not reported to us in good time; or
 - l) the components or spare parts triggering the warranty obligation have been opened or dismantled and therefore the existence of a warranty case can no longer be proven; or
 - m) the damage is due to transport, provided that the transfer of risk took place upon handover to the carrier;
 - n) damage is exacerbated by commissioning before completion of a repair or further operation despite the damage that has occurred; or
 - o) there is a breach of foreign industrial property rights or copyrights; or there are circumstances in which
 - p) that the service item/goods do not comply with foreign regulations that have not been explicitly agreed by us in writing; or
 - q) there are deviations within the usual tolerances.
- (3) If there is a material defect or defect of title, we shall initially be entitled, at our discretion, to perform subsequent performance by remedying the defect (repair) or exchanging it for a defect-free item or defect-free parts. The customer has no right of choice in this respect.
- (4) If the conditions for a claim for subsequent performance are met, the customer must grant us a deadline of at least 21 days for subsequent performance; this deadline shall be extended appropriately if our operating conditions so require.
- (5) If we are not obligated to install the goods under the contract, we shall not be obligated to remove the defective goods or install non-defective goods or to bear the associated costs, even in the context of a replacement delivery.
- (6) If, taking into account the statutory exceptions, we allow a deadline set for us for subsequent performance to expire without result, the customer shall be entitled to the statutory right of reduction. This right of reduction shall also apply in other cases of three failed attempts at subsequent performance. Only if the service is demonstrably of no interest to the customer despite the reduction in price may the customer rescind the contract according to the statutory regulations.
- (7) The warranty period is twelve months. The warranty for used goods is excluded.
- (8) Our right to refuse subsequent performance according to the statutory regulations remains unaffected. This applies in particular if subsequent performance is only possible at disproportionate cost.
- (9) If the customer demands that we remedy a defect and it turns out that there was in fact no defect, the customer is obligated to reimburse us for the costs and expenses incurred as a result.
- (10) Subsequent performance shall only extend to those parts of the service that are defective or that have been inevitably damaged by the defect despite proper handling. Replaced parts shall become our property. We shall not reimburse the costs of rectification of defects carried out by the customer or a third party.
- (11) Any further liability for material defects or defects of title is excluded, unless otherwise agreed in § 10. This does not

apply if we have fraudulently concealed a material defect or defect of title or have assumed a guarantee for the quality of the item.

- (12) The customer shall not be entitled to remedy any defects themselves and to demand reimbursement from us for the necessary expenses. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer shall be entitled to remedy the defect themselves and to demand reimbursement from us for the objectively necessary expenses incurred in doing so. We must be notified without delay, if possible in advance, of any such self-remedy. The right to self-remedy does not exist if we would be entitled to refuse corresponding subsequent performance according to the statutory regulations.

§ 9 Place of performance for warranty claims; notification of warranty claims

- (1) We shall determine the place of subsequent performance at our reasonable discretion, unless otherwise agreed in writing. We shall not bear the transport costs if the defect could have been remedied at the location (where the goods are located) and the goods were brought to us. We reserve the right to determine where the defect will be remedied after the customer has reported the defect to us or our authorised service partner. Warranty claims can also be handled by our authorised service partner workshops, to which the terms and conditions of these GTC also apply. If, at our request, the subsequent performance is carried out at the premises of the customer, the customer must grant us the necessary access to the goods.
- (2) If the customer is based outside the European Union, warranty claims against us are limited to the delivery of replacement parts by conventional shipping. Any work required by our service personnel on site will be charged separately on the basis of the applicable labour rates plus any travel expenses incurred.
- (3) The following conditions must be met in order to make a warranty claim:
- a) After the defect has occurred, it must be reported to us in text form (by email, fax, letter or similar) without delay. The specific defect and the circumstances in which it occurred must be described. If this is not done or is not done in good time, warranty services are excluded.
 - b) All further information requested by us must be provided in text form (by email, fax, letter or similar) within five (5) working days. If this is not done or is not done in good time, warranty services are excluded. We will make a decision on the warranty claim based on this information.
 - c) At our request, the affected parts must be returned. Care must be taken to ensure that damage during transport is avoided by using appropriate packaging. If the warranty claim is justified, the warranty will be processed carriage paid. Any shipping costs incurred by the customer will then be reimbursed by us.

§ 10 Claims for damages and reimbursement of expenses by the customer, statute of limitations

- (1) Our liability for damages and reimbursement of expenses shall be governed by this § 10. This applies both to our contract liability and to our liability arising from tort or other legal grounds.

- (2) For damages resulting from an intentional or grossly negligent breach of obligations on our part, on the part of our legal representatives or vicarious agents, we shall be liable according to the statutory provisions.
- (3) We shall only be liable for damages resulting from a slightly negligent breach of obligations on our part, on the part of our legal representatives or vicarious agents if:
- a) significant contractual obligations are breached, but limited in amount to the damages foreseeable at the time of conclusion of the contract and typical for the contract. These are obligations whose fulfilment is significant for the proper execution of the contract and on whose compliance the customer regularly relies and may rely. Obligations arising from the nature of the contract and whose breach jeopardises the achievement of the purpose of the contract are also significant.
 - b) Obligations to respect the rights, legal interests and interests of the customer are breached and the customer can no longer be expected to accept our performance.
- (4) Otherwise, our liability for simple negligence is excluded. If we are liable on the merits pursuant to § 10 Para. (3), our liability is limited to the amount of the foreseeable damage typical for this type of contract. If the customer is an entrepreneur, this limitation of liability also applies to cases in which we are liable pursuant to § 10 Para. (2) for breaches of obligations by simple vicarious agents (who are not our legal representatives or executive employees). Compensation for consequential damages, such as lost profits, is excluded in each case. Claims for damages in lieu of performance are excluded in cases of slight negligence. In the event of damage resulting from a delay in the provision of services, the damage caused by the delay shall be limited to 5.0% of the net service price.
- (5) If we are liable (even without fault), liability is also limited to the foreseeable damage typical for this type of contract. § 10 Para. 4 also apply in this case. Claims by the customer, in particular for damages due to loss of use and other consequential damages, are excluded. Product liability claims are excluded from this.
- (6) Claims for damages under contract and non-contractual claims by the customer based on a defect in the goods and claims under this § 10 shall become statute-barred after twelve months, unless the application of the regular legal statute of limitations (Sections 195, 199 BGB) would lead to a shorter statute of limitations in individual cases.
- (7) Claims by the customer for damages or reimbursement of futile expenses (Section 284 BGB) shall also only exist in the event of defects in the goods according to the provisions of this § 10.
- (8) The above exclusions and limitations of liability in § 10 Para. (3) to (7) do not apply to the following damages and claims:
- a) Damages resulting from injury to life, limb or health;
 - b) Claims by the customer under the German Product Liability Act [*Produkthaftungsgesetz*];
 - c) Claims due to fraudulently concealed defects or arising from a quality guarantee assumed by us;

- d) All other cases in which the statutory liability rules are mandatory.
- (9) If, while we are in default, the service becomes impossible by chance, we shall be liable with the liability limitations agreed above. We shall not be liable if the damage would have occurred even if the service had been made on time.
- (10) The regulations in this § 10 also apply to any personal liability of our organs, representatives and vicarious agents.
- (11) Claims based on data protection law are not covered by this liability regulation.

§ 11 Data protection

We only collect personal data from the customer to the extent that it is necessary for the execution of the contractual relationship. We undertake to process personal data according to the General Data Protection Regulation and the applicable Federal Data Protection Act, to treat it confidentially and not to process this data outside the scope of the respective contract or disclose it to third parties. Our employees are obligated to comply with the applicable fines and penalties pursuant to Section 53 German Federal Data Protection Act [*Bundesdatenschutzgesetz - BDSG*].

§ 12 Final provisions

- (1) If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for both parties and for all current and future claims arising from the business relationship is our registered office or, at our discretion, the registered seat of the branch that concluded the contract.
- (2) We reserve the right to change these GTC effective for the future insofar as this is deemed necessary to eliminate any subsequent imbalances or to adapt to changed legal or technical conditions. The customer will be informed in writing of any changes to significant parts of the GTC. The changes shall become part of the contract and shall be deemed approved if the customer does not object to the changes in writing. This consequence shall be pointed out separately in the letter of notification. An objection must be received within six weeks of receipt of the notification. If the customer objects to a change, we reserve the right to refrain from continuing the contractual relationship.
- (3) Should individual provisions of the GTC be or become invalid or unworkable in full or in part, this shall have no effect on the validity of the remaining provisions. The parties shall replace the invalid or unworkable provision with an agreement that shall as far as possible correspond to the economic and legal intent of the provision in a legally permissible manner. The same applies if a loophole requiring supplementation should become apparent.