

Maintenance and Repair Conditions of RelineEurope GmbH

1. Conclusion of a contract

The devices sent by the client to the contractor with a repair order will be examined by the contractor with respect to technical function and feasibility for a repair, and the deficiencies indicated by the client under consideration of Section 5 (repairs that cannot be performed) are corrected as a separate service.

The contractor generates an order confirmation for this purpose, which confirms the receipt of the device. If a written order confirmation is not contradicted, it then becomes binding for the contents of the contract and the scope of the repairs. Ancillary agreements and changes to the contract may only be made with written confirmation of the contractor.

2. Prices and payment

The contractor typically repairs the object for repair for a flat fee. The fixed repair price forms the basis of the scope of the repair work. The fixed price is binding and covers all costs and expenditures associated with the performance of the repairs. The contractor reserves the right to bill the repair according to expense.

For the calculation of the repair according to expense, the prices for parts and materials used and special services as well as the prices for work services, travel and transport costs are to be indicated separately. If the repair is performed on the basis of a binding cost estimate, only the cost estimate need be indicated; only deviations in the scope of services need be indicated individually.

Any possible objection to the invoice on the side of the contractor must be made in writing no later than four weeks after receipt of the invoice. Payment is to be made within 8 days of invoice delivery and without any discount.

Withholding of payment or offsetting of client counterclaims not accepted by the contractor is not permitted.

3. Cost specification, cost estimate

Where possible, the client is given the repair fixed price or the estimated repair price at the conclusion of the contract with an order confirmation, otherwise the client can set cost limits.

If the repair cannot be performed at these costs or if the client deems the performance of additional work necessary during the course of the repair, the approval of the client must be obtained if the specified costs will be exceeded by more than 15 %.

If a cost estimate with binding price specifications is desired before performance of the repairs, this must be requested by the client expressly and in writing. Such a cost estimate is only binding if it has been made in writing and is designated as binding. The services performed for the preparation of the cost estimate will not be charged to the client if they are used for the performance of the repairs.

4. Warranty

I. The warranty evaluation and fulfillment of the warranty on the object for repair are performed exclusively at the location of the contractor. For this purpose, the client sends the object for repair to the contractor at the cost of the client. If the repairs are covered by the warranty for the object for repair, the contractor is required to repair the object or to send an equivalent replacement to the client at the contractor's cost. After approval of the repairs, the contractor is only liable for deficiencies in the work performed by the contractor.

The warranty period is one year from the approval of the repairs by the client. For a case under warranty, if the first attempt to repair the deficiencies is not successful, the contractor has the right to make a second attempt.

The client must inform the contractor of any identified deficiencies immediately and in writing. The client no longer has the right to make a claim on the deficiencies if the client did not inform the contractor of these deficiencies no later than one week after they were identified.

The warranty period is extended by the duration of the downtime caused by the work to repair the deficiencies of the object for repair. The contractor has no liability if the deficiency is insignificant for the interests of the client or is based on circumstances for which the client is responsible. This applies in particular with respect to the parts provided by the client.

The contractor has no liability for consequences resulting from any improper changes made or work performed by the client or third parties without prior approval of the contractor. If the contractor is responsible for the lapsing of the suitable grace period for the repair of deficiencies, the client has a right of reduction. The right of reduction of the client also applies in other cases of repeated failure in repairing the deficiencies. Only if the repair is demonstrably of no interest for the client, despite reduction, can the client withdraw from the contract after a timely notice.

II. For breaches of obligation, the legal provisions apply with the following modifications: If the intervention in case of breach of obligation can be insured against and the contractor has concluded such an insurance, the liability of the contractor is limited to the scope of this insurance.

5. Repairs that cannot be performed

The services performed to prepare a cost estimate and the other documented costs incurred during the technical evaluation of the devices (time finding defects is working time) will be charged to the client if the repairs are not performed for reasons for which the contractor is not responsible, in particular if:

- The defect does not occur during the inspection
- A repair is not economically justifiable
- Repair parts cannot be procured
- The client is responsible for not meeting the agreed deadline
- The contract has been canceled during performance.

The object of repair only needs to be brought back to the original condition at the request and cost of the client unless the work performed was not necessary. Devices that cannot be repaired will be returned at the client's cost. The client can request disposal of non-repairable devices by the contractor at the cost of the client.

6. Transport and insurance

If no other written agreement has been made, the outward and return transport of the object for repair – including any packaging and loading – are performed at the client's cost. The client is free to pick up the object from the contractor after repair has been performed. The client is responsible for risks associated with transport. At the request and cost of the client, the outward and return transport can be insured against insurable transport risks (such as theft, damage, fire, etc.).

During the repair period at the contractor's location, there is no insurance protection. The client must ensure the continuance of existing insurance protection for the object for repair. Only upon express request of the client can insurance protection be provided for these risks.

In case of delay, for which the client is responsible, of transfer, the contractor can bill the client for storage at the contractor's location. The object for repair can be stored in other manners according to the discretion of the contractor. The client is responsible for the costs and risks associated with the storage.

7. Repair deadline

The specification of repair deadlines and times are made based on estimates and are therefore non-binding. The agreement of a binding repair deadline, which must be designated as such, can only be provided to the client after the scope of the work to be performed is known in detail.

The binding repair deadline is met once the object for repair is ready for the return transport or for pick-up by the client. In the event of additional or supplementary orders or for necessary additional repair work, the agreed repair deadline is extended accordingly. If the repairs are delayed due to labor disputes, in particular strikes and lockouts, or due to the occurrence of circumstances for which the contractor is not responsible, and if such obstructions demonstrably have a significant influence on the completion of repairs, then a suitable extension shall be made; this also applies if the circumstances occur after the contractor is already behind schedule.

If demonstrable damages arise for the client as a result of delay by the contractor, the client has the right to claim compensation for the delay under exclusion of other claims. This amount is 5% for each full week of delay, up to a maximum of 50% of the repair price for the portion of object to be repaired by the contractor which cannot be used on time as a result of the delay.

If the client provides a suitable grace period for the contractor, which must refer to the contractual stipulations, and this deadline is not met, the client has the right to withdraw from the contract. Additional claims, Section 10 of these provisions notwithstanding, cannot be made.

8. Approval

The client is obliged to inspect the repair work as soon as the repaired object has been provided to the client again. If the work is found to be not in compliance with the contractual provisions, the contractor is obliged to repair the deficiencies. This does not apply if the deficiency is insignificant for the interests of the client or is based on circumstances for which the client is responsible. If a non-essential deficiency is present, the client can refuse approval if the contractor expressly recognizes the obligation to rectify the deficiency.

If the approval procedure is delayed, for which the contractor is not responsible, the approval is considered to be given after a deadline of two weeks after notification that the repairs have been completed.

With approval, the contractor is no longer liable for recognizable deficiencies unless the client has reserved the right to claim a certain deficiency.

9. Retention of title, extended lien rights

The contractor retains ownership of all accessories and spare and replacement parts until the receipt of all payments for invoices related to the repair contract. Additional security agreements can be made.

The contractor has a right of lien resulting from the claims from the repair contract for the object of the client now in the possession of the contractor due to the contract. The lien rights can also be asserted from claims for previously performed work, deliveries or other services.

10. Other liability of the contractor, exclusion of liability

If parts of the object for repair are damaged, for which the contractor is responsible, the contractor may choose whether to repair or replace, at the cost of the contractor. The obligation to replace is limited to the value of the contractual repair price. In addition, the following paragraph applies accordingly.

The client cannot make any claims for replacement above and beyond the claims specified in these provisions, in particular, no claims towards the contractor may be made for compensation, including non-contractual action or other rights due to any disadvantages associated with repair. The legal grounds specified are irrelevant.

This exclusion of liability does not apply in case of gross negligence or willful intent of the contractor or the contractor's employees or agents or for the violation of essential contractual obligations. In case of culpable violation of essential contract obligations, the contractor is liable – except for cases of gross negligence or willful intent – only for contractually typical, reasonably foreseeable damages.

In addition, the exclusion of liability does not apply in cases in which liability must be assumed according to the product liability law for defects of repair for personal injury or material damage on privately used objects. It also does not apply for errors from properties that are expressly guaranteed in writing if the guarantee was intended to protect the client from damages that do not occur directly to the object itself.

11. Other provisions

If the buyer is a company or legal entity of a public agency or a public-agency special fund, the place of business of the suppliers is the sole jurisdiction for all disputes arising directly or indirectly from the contractual relationship. All obligations from this contractual relationship are to be fulfilled at the place of business of the supplier. German law applies, in particular for deliveries to other countries

The current German version of our General Terms and Conditions is legally binding

Rohrbach, 27.10.2020