



1 General information

- a. All deliveries and services shall be based exclusively on these terms and conditions as well as any separate contractual agreements. Conflicting or deviating contract terms of the customer shall not become an integral part of the contract.
- b. These terms and conditions shall apply exclusively in business dealings with companies, juridical persons under public law or public-law special funds.
- c. The version of these terms and conditions applicable at the time of conclusion of the respective contract shall apply to all business relationships between cmc GmbH and the customer.
- d. The cmc Ltd is entitled to changes of the achievement description or the general terms of business and conditions. The cmc Ltd will carry out these changes at reasonable discretion.
If the contractual balance is considerably disturbed by the change between the parties, there ceases the change.
- e. The cmc Ltd is to be carried out entitled prize adaptations. As a basis the valid nominal wages index is valid after achievement group of-Fachkräfte-publishes by the statistical Federal Office.

2 Conclusion of contract

- a. A contract shall come about upon written confirmation (including E-Mail) of the order by cmc GmbH.
- b. All subsidiary agreements, amendments, deviations must be confirmed in writing by cmc GmbH.

3 Prices and working hours

- a. Travel expenses will be invoiced at EUR 0.70 / km and EUR 40.00 / hour of travelling time per employee.
- b. In the event of absence/work at a place other than the registered office of cmc GmbH, allowances and expenses will be invoiced at EUR 12.00 / day (started day) and EUR 24.00 / day (full day). For stays outside of Germany, EUR 36.00 / day respectively the set valid rate will be invoiced.
- c. Hotel accommodation, rail travel, air travel will be invoiced at cost.
- d. With buildings (> 6 storeys), etc., without lift, 0.5 hours per employee will be invoiced to cover the additional time requirement.
- e. In the event of additional services in your area or given a lower time requirement, the costs for outward and return travel may be lower (pro-rata invoicing).
- f. Additional costs for unforeseeable work or unforeseeable events that delay work and that necessitate unforeseeable modifications on site, shall be for the account of the customer (e.g. weather with wind speeds above, temperatures below / above those permitted by the employers' liability insurance association/manufacturer's operating manual (in our case up to 16 m/s over a 10-minute average or the corresponding on-site threshold level below our figures), access routes, inaccessibility; abnormalities, defects or damages, which require further investigation or in sum exceed the in documentation sated scope, changes to mountings, attachment of components, cable lengths or similar).
- g. Invoicing rates for work areas
 - Engineer: EUR 96.00/hour
 - Technician: EUR 64.00/hour
 - Mechanic: EUR 52.00/hour
- h. Working hours
 - Company hours Mon.-Fri. 8:00-16:30, except on statutory public holidays (working hours 8 hours per day, 40 hours per week).
 - Travelling time and waiting time count as working time.
 - Supplement of 20%/hour for additional work of up to 2 hours per working day.
 - Supplement of 40%/hour for additional work in excess of 2 hours per working day as well as for work of up to 10 hours at weekends.
 - Supplement of 65%/hour for additional work and work at weekends in excess of 10 hours.
 - Supplement of 50%/ hour for night work between 20.00 and 06.00 hours.
 - Supplement of 80%/hour for work on public holidays (public holidays are based on the corresponding ruling applicable at the place of work).
 - Supplement of 140%/hour for work on Christmas Day, Boxing Day and New Year's Day.
- i. Fault finding: The quotation includes fault location only. A separate quotation will be furnished in respect of the rectification of any faults found. Where the cost of rectifying any faults is less than EUR 500.00 net, and where the necessary parts are readily available to the employees on site as well as the separate supply of relevant parts to the respective site, the customer hereby authorises the rectification of such faults and the payment of these costs in addition to the fee.
- j. Given deviating configuration of the drive train, e.g. two rotor shaft bearings, second generator, etc., it may be necessary in individual cases to install a further one to three acceleration sensors (EUR 350 - 550 each).
- k. The purchasing variant (with CMS deliveries) is subject to a positive credit reference.
- l. If you opt for the leasing variant, please contact Südleasing or a bank of your choice.
- m. Responsibility for the provision of the necessary kinematic data lies with the customer (with online and offline CMS). We may be able to provide support in ascertaining the necessary data using our own database (not on the basis of existing confidentiality clauses).

4 Payment/delivery

- a. All prices stated are to be understood as in EUR excluding statutory value added tax (excl. VAT).



- b. Payment within 14 days of receipt of invoice without deduction. The invoice shall apply as accepted if no written objection is received within 10 working days together with an explanation.
- c. The customer can only offset against our claims if these are undisputed or have been established as final and absolute.
- d. Delivery and performance of services: Delivery dates and deadlines for the performance of services that have not been explicitly agreed as binding, are exclusively non-binding information (approximate dates). If non-adherence to a delivery period is the result of force majeure, strikes, late delivery by suppliers or other events beyond the influence of the contractor/seller, the delivery period shall be extended by an appropriate amount. The contractor shall inform the customer immediately of the beginning and end of such circumstances.

5 Retention of title

We shall retain title to goods delivered and/or installed up until such time as full payment has been received. The customer is not entitled to make onward sale to third parties, to process, pledge or transfer our goods by way of security before full payment has been received by us.

6 Warranty

- a. Defect claims shall not apply given only immaterial deviation from the agreed quality or given only immaterial impairment of usability.
- b. In all cases, the contractor (cmc GmbH) shall be entitled to choose between removal of defects and new delivery. The customer's request for subsequent fulfilment must be made in writing. The contractor must be granted a period of 12 weeks for subsequent fulfilment. If non-adherence to a period for subsequent fulfilment is the result of force majeure, strikes, late delivery by suppliers or other events beyond the influence of the contractor, the period for subsequent delivery shall be extended by an appropriate amount. The contractor shall inform the customer immediately of the beginning and end of such circumstances.
- c. In the event of an unjustified complaint concerning a defect, the customer shall reimburse the contractor for the expense of checking and, if requested, removal of the defect.
- d. Obvious defects must be reported immediately and in writing, at the latest, however, within 5 days of receipt of the goods. If non-obvious defects are discovered, these must be reported immediately, at the latest within 5 days of detection. On-time sending of the notification shall suffice for maintaining the rights of the customer. Otherwise, the goods shall be considered accepted despite the respective defect.

7 Statute barring

- a. The period of limitation for claims and rights based on defects to the service is one year, irrespective of the legal grounds. Nevertheless, this shall not apply in the cases as per Section 438 Subsection 1 No. 2 BGB (German Civil Code), Section 479 Subsection 1 BGB or Section 634a Subsection 1 No. 2 BGB. The periods stated in the above sentence are subject to a period of limitation of three years.
- b. The periods of limitation as per point 7.a. apply to all damage claims against the contractor – irrespective of the legal basis for the claim.
- c. The periods of limitation as per points 7.a. and 7.b. apply subject to the following proviso:
As a general rule, the periods of limitation shall not apply in cases of intent or malicious concealment of a defect, or if the contractor has assumed a guarantee for the quality of the service. The periods of limitation shall likewise not apply to damage claims in cases of grossly negligent violation of obligations, in cases of culpable violation of fundamental contractual obligations not based on delivery of a defective item or provision of a defective service, in cases of culpable injury to life, limb or health, or in the case of claims under the product liability law.

8 Place of jurisdiction

Exclusive place of jurisdiction for all disputes arising from the contractual relationship is the registered office of cmc GmbH.

9 Concluding provisions

- a. Should individual provisions of these General Terms and Conditions of Business be or become invalid, either in part or in full, the validity of the other provisions shall not be affected. The invalid provisions shall be replaced by the statutory provisions. The same shall apply in the event of an unforeseen loophole in the General Terms and Conditions of Business. The German version of the General Terms and Conditions of Business shall be legally binding.
- b. All changes of these Terms and Conditions are informed of the customer in text form.
The changed Terms and Conditions are valid as accepted if the change is not contradicted within 14 days.