

## Service conditions of Palfinger Platforms GmbH

Conditions for the assignment of fitting and customer service staff for servicing, maintenance and repair work, effective as of 1<sup>st</sup> of July 2020

### § 1. General

These conditions apply to inspection, maintenance and repair work on aerial work platforms and their parts. Changes to the contract and ancillary agreements must be confirmed in writing by the contractor to be effective. The same applies to conflicting conditions of the client without having been expressly rejected. With the transfer of the repair order, the permit for test drives and test runs is also granted..

### § 2 Working hours, costs, quotations, termination

#### Working hours:

Normal working hours are 8 hours a day, 40 hours a week. Preparation and waiting times are calculated like working hours. Travel times apply ex works to the place of use and back as well as for trips between the hotel and place of use and back. When working on several aerial work platforms at different locations, the travel costs are calculated proportionately. If several outward and return journeys are necessary for imperative reasons, the client bears the costs incurred as a result of this in advance.

#### Costs:

The hourly rate billed is as follows for each hour started

• Customer service technician	<b>€ 95.00</b>
• Telephone support	<b>€ 95.00</b>
• Engineers	<b>€ 115.00</b>

Travel time is billed at the above hourly rates minus 10%.

Service vehicle will be charged per kilometre with **€ 1,40**

Other means of transport such as airplane, train etc. are billed based on actual costs incurred.

#### Surcharges:

25 % for the first two overtime hours

50 % for the 3<sup>rd</sup> and every subsequent hour of overtime in any one day and for work on Saturdays

150 % for work on Sundays an public holidays

Public holidays are those days statutorily deemed as public holidays for the region of the service branch office. For our service staff, we charge **€ 50.00** per diem expenses. If the per diem rate for the respective country exceeds **€ 50.00**, this will be charged in the amount actually incurred. Accommodation costs will be charged separately. For weekend stays at the installation site, we charge a surcharge of **€ 115.00**.

Special costs, such as telephone charges, garage rental etc., which are directly related to the posting of service staff, will be charged based on the actual costs incurred.

Whether the repair order is made verbally or in writing, the contractor will send the client a confirmation of order. The order only counts as made when the client has signed the confirmation of order with his legally binding signature.

#### Quotations:

As far as possible or in case it is demanded, the client will be informed of the expected repair price when the contract is concluded.

The client can set a cost limit in written form before execution of the work. If during the repair it becomes obvious that the work cannot be carried out within this cost limit or if additional work or the use of additional parts proves to be necessary, the cost limit may be exceeded in any case by 10% without prior information to the client. The client agrees to such additional work or the use of additional parts already in advance. If it turns out during the execution of the work that the costs will be exceeded by more than 10% but less than 30%, the client must be informed immediately. The client's consent is deemed to be given if he does not immediately, at least within two working days, object to an expansion of the work in writing. If the work exceeds the cost limit by more than 30%, the contractor will inform the client immediately and provide an extended or additional quotation, to which the above mentioned applies, unless the client has already in advance agreed to such exceedance in writing. If an offer with binding fixed prices is requested before the repair is carried out, this must be expressly requested from the client. Such an offer is only binding if it is submitted in writing, expressly designated as binding and accepted in writing by the contractor within a deadline of 14 days, unless a different deadline is mentioned on the offer. The costs incurred by the creation of an offer can be charged to the client, if this is agreed upon in the individual case.

#### Termination:

If the client terminates the contract, be it because the cost estimate has been exceeded or for other reasons, he must pay the work and costs incurred up to that point, including the expenses for ordered and already procured travel expenses, spare parts and the profit.

### **§ 3 Due date and payment of the invoice amount**

With the completion or acceptance of the repair, however at the latest on the day of receipt of the invoice, the invoice amount is due. The invoice amount is payable without deduction. The contractor can request advance payment. Complaints about an invoice must be made in writing and within 14 days of the invoice date. The retention of payments or offsetting due to any counterclaims of the client disputed by the contractor is excluded. The prices do not include VAT. This will be invoiced separately to the client.

### **§ 4 Client co-operation**

When carrying out the repair work, the client must provide support to the repair personnel at his own expense. The customer is responsible for protecting people and property at the place of repair. The client is obliged to ensure adequate working conditions and safety at the place of repair. The repair manager must be informed of the safety regulations to be observed - as far as necessary. The contractor must be informed of any violations of the safety regulations by the repair personnel.

### **§ 5 Technical assistance from the client**

The client is obliged to provide suitable assistants in sufficient numbers and for the required time at his expense if necessary. The assistants must follow the instructions of the persons entrusted with the management of the repairs by the contractor. The contractor assumes no liability for the assistants provided. The customer is obliged to provide the necessary energy (e.g. lighting, operating power, water) including the necessary connections for the repair at his own expense. If necessary, the customer must provide the secure rooms for storing the tools of the repair personnel and heated common rooms at his own expense. The customer is to provide all materials and operating materials at his own expense and to carry out all other actions that are necessary to regulate the repair item and to carry out the test. The client must ensure that the repair can begin immediately after the repair personnel have arrived. Delays that are caused by the client are at his expense. If the client does not meet his obligations, the contractor is entitled but not obliged to perform the actions in his place and at his expense. The legal rights and claims of the contractor remain unaffected.

## **§ 6 Handling during welding work or welding repairs at HAB**

Welding work or welding repairs at aerial work platforms are to be carried out according to the instructions in the operating and maintenance instructions. Damages to the load-bearing structure or other safety-relevant components must be assessed by an expert. The type of repair is carried out in coordination between the stage manufacturer and the expert. The service bulletin I-EP-1611 "Damage to aerial work platforms - service" must be used by the expert as the basis for decisions on the ability to repair damage and the associated preparation of repair instructions. The stage manufacturer reserves the right to reject the documentation or repair in the event of insufficient documentation of the damage. Welding work on load-bearing and other safety-related parts of the aerial work platform may only be carried out by specialist personnel or specialist companies that meet the comprehensive quality requirements according to EN ISO 3834-2.

Any costs incurred for the preparation of repair instructions will be charged to the customer on the basis of expenditure. If there is a need for an on-site assessment and / or monitoring of repair work by a welding engineer from Palfinger Platforms GmbH, the settlement will be based on the costs listed in paragraph 2.

## **§ 7 Deadline for carrying out the repair**

1. The information on the repair periods are based on estimates and are therefore not binding.
2. In the event of unforeseeable operational disabilities, e.g. Labour cessation, lost work due to the illness of specialists, procurement difficulties with spare parts, delays in delivery or performance of suppliers as well as with official interventions, furthermore due to force majeure and industrial disputes, binding delivery dates are also extended accordingly.
3. Verifiable damage caused to the client by the contractor's default is compensated, but in the case of slight negligence only up to a maximum of 5% of the repair price. All other claims for compensation are excluded in the event of slight negligence.
4. If the client grants the delayed contractor a reasonable deadline - unless there is a legal exception - and if this deadline is not met, the client is entitled to withdraw in accordance with the statutory provisions.

## **§ 8 Acceptance of a repair, acceptance by the client**

Our customer service personnel only carry out work as part of the order placed with us. It is not authorized to make legally binding statements for Palfinger Platforms aerial work platforms. After the work has been carried out, the client or his representative must confirm the proof of activity presented by our customer service staff by signature and company stamp and thus approves the proper execution of the repair work. Evidence is part of the accounting. A final acceptance report is also drawn up and signed during commissioning. The contractor must notify the client of the completion of a repair. Sending the invoice is also considered a notification. Acceptance must take place within 2 weeks of the notification becoming known. If the repair was not objected to by the customer during acceptance or if the acceptance was not carried out on time, the subject matter of the contract is deemed to have been properly accepted. In the event that the client defaults on the takeover, the contractor is entitled to charge the client with storage costs or, in this case, to store the object of the contract at a third location.

## **§ 9 Transfer of risk and transport**

If the customer has been notified of the completion of the repair, the risk passes to him. The transport of the repair item back and forth is basically the responsibility of the customer, who also bears the risk of destruction or damage during transport. If, according to the agreement, the transport is taken over by the contractor, this is done at the expense and risk of the customer, even if the transport is carried out with vehicles of the contractor. The objects of the order handed over by the customer for repair are not insured against fire, theft, transport and storage damage etc. These risks are to be covered by the client or are covered by the contractor at the express request and at the expense of the client.

## **§ 10 Reservation of proprietary rights, extended right of distraint**

The right of ownership to the installed units, spare parts and accessories remains, as far as it can be reserved, until complete payment by the contractor. The contractor is entitled to a lien on the repair object of the customer that came into his possession as a result of his claims from the repair contract. The right of lien can also be

asserted due to claims from previous work, delivery of spare parts and other services, insofar as they are related to the object of repair. The right of lien shall only apply to other claims from the business relationship insofar as these claims are undisputed or legally established. As a precaution, if the customer does not own the repaired device or machine, he assigns the claim and the entitlement to transfer of ownership or retransfer to the contractor after all claims of third parties have been completely paid off, and authorizes the contractor to fulfill this irrevocably for the customer. However, the contractor is under no obligation to perform instead of the client.

### **§ 11 Old parts**

The customer is responsible for the disposal of old parts and other items that are no longer usable. Insofar as legal regulations are issued that stipulate something else, the client undertakes to make an appropriate agreement with the contractor regarding the utilization. It should be assumed that the contractual partners use third parties to fulfill their obligation to sell.

### **§ 12 Non-conformance claims**

The contractor is liable to the client for any repair defects in such a way that he can choose to remedy the defects by rectifying them in his workshop or at the location of the repair item. Further claims of the client are excluded - without prejudice to § 12. Claims for defects expire 12 months after acceptance of the repair. The contractor must be notified of such defects immediately in writing. If the customer has improperly carried out repair work himself or had it carried out by a third party without the consent of the contractor, the liability of the contractor shall lapse. The same applies if, at the customer's request, the replacement of parts in need of renewal is not carried out. If the contractor - taking into account the statutory exceptional cases - allows a deadline set for the subsequent performance to pass without success, the client is entitled to the statutory reduction right. This right of reduction also exists in other cases of failure of the supplementary performance. Only if the repair is demonstrably of no interest to the customer despite the reduction, can the customer withdraw from the contract in accordance with the statutory provisions. The contractor bears the costs of the replacement, including shipping, as well as the reasonable costs for dismantling and installation of the direct costs arising from the subsequent performance, provided that the complaint is justified.

### **§ 13 Contractor's additional liability and exclusion of liability**

1. The contractor is liable for property damage caused culpably outside the liability for defects. In the case of slight negligence, liability is limited in terms of reason and amount in accordance with the conditions and the amount of liability insurance that has been taken out or is to be taken out. If no liability insurance has been taken out, liability in the event of slight negligence is limited to the amount of the repair fee.
2. In addition to these provisions, damage, including indirect damage, of whatever kind and regardless of the legal reason for which it is being asserted, will only be replaced by the contractor in the event of gross negligence, injury to life, limb or health, or culpable Violation of essential contractual obligations, insofar as the achievement of the purpose of the contract is endangered, with regard to the foreseeable damage typical for the contract, defects which have been fraudulently concealed or the absence of which the contractor has guaranteed, in cases in which, according to the Product Liability Act, defects in the object of the order result in personal injury or property damage liability is attached to privately used objects, in the absence of properties that are expressly guaranteed, if the purpose of the guarantee was to protect the client against damage that did not arise on the object of the order itself. Moreover, liability is excluded.

### **§ 14 General terms and conditions, terms of delivery conditions**

In addition to these service conditions, the general terms and conditions of delivery of Palfinger Platforms GmbH apply, which can be called up at any time on the homepage [www.palfinger.com](http://www.palfinger.com) or can be transmitted by Palfinger Platforms GmbH on request.