



# IMA SCHELLING GROUP

## IMA Schelling Austria GmbH – Field Service Terms and Conditions (Applicable from 03/2023)

Conditions for installation, commissioning, setup, modernization, repair and overhaul of machines from IMA Schelling Austria GmbH (hereinafter referred to as "Supplier").

**1. As a rule, the costs of the work carried out by the service technician as well as that of the replacement parts required will be borne by the direct customer.**

### 2. Costs of diagnostics and field service

2.1 Field service work and travel – hourly tariffs  
from Monday to Friday, 6am - 6pm

Field service technician	€ 93.00
Inspection manager, construction site manager, control system technician	€ 108.00
Electronics specialist, data processing specialist	€ 123.00

2.2 Remote diagnostics and hotline tariff

Call costs per minute	€ 6.10
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2.3 Additional charge for working extra hours, late hours, on Sundays and on legal holidays (field service work and travel)

An additional charge applies for the field service work

from 6pm – 6am	50%
on Saturdays:	50%
on Sundays	100%
on legal holidays in Austria	100%.

For travelling time, the respective hourly tariff applies **without** any additional charge. The exception to this rule is that the customer may specifically request that the service technician travel to and from the customer's premises outside normal working hours.

The Supplier reserves the right to apply special seasonal surcharges.

2.4 Travel costs

when the technician uses a field service vehicle ((price per km) € 0.83

using public conveyance

- tourist class	as per tariff
- night, 1st class or sleeping carriage	as per tariff

The factor that determines the travel costs is the distance between the Supplier and the customer. If several field service tasks can be completed in the course of a journey to more than one location, the travel costs can be calculated on a pro rata basis. The distance and the travelling time will be determined using Google Maps.

2.5 Meals, accommodation and daily expenses

2.5.1 Country of Supplier

Daily expense excluding accommodation	€ 53.00
Overnight accommodation costs according to actual expenditure, but at least	€ 94.00

2.5.2 Foreign country

Daily expenses by country groups (lump sum price)	
Overnight accommodation costs according to actual expenditure, but at least	€ 94.00



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Overnight accommodation costs as per country group lump sum price excluding breakfast. For meals, the applicable lump sum rates will be charged. Meals provided by the customer will not be considered.

2.6 Travel between the place of accommodation and the customer will be calculated as travelling time and travel costs on the basis of our tariffs.

2.7 These tariffs do not include VAT.

2.8 The customer has to pay any additional costs caused by the field service work.

2.9 The Supplier is entitled to use external service providers for the fulfilment of its obligations. The costs of external service providers are calculated by the Supplier.

2.10 Terms and conditions of payment

The field service cost has to be paid immediately upon receipt of the invoice and with no deductions. The Supplier can create partial invoices.

### **3. Field service interruptions**

3.1 If for reasons associated with the order and not attributable to the Supplier, several trips between Supplier and customer are necessary, the customer has to bear the costs incurred by the Supplier. Reasons associated with the order include, but are not limited to, machine installation, commissioning, setup, modernization, repair and overhaul during several workdays.

3.2 In very urgent cases, e.g. malfunctions at the plants of other customers, the Supplier may instruct the service technician to interrupt his / her field service work. The travel costs incurred by the service technician will be born by the Supplier.

### **4. Cooperation of the customer**

4.1 The customer is committed to provide assistance. The assistance provided by the Supplier shall make sure that the field service work can begin immediately after arrival of the Supplier's service engineer(-s) and be completed without delay until it is signed off by the customer. The customer is committed to provide technical assistance and support at his own risk and costs, including but not limited to:

- protection of persons and objects at the service workplace, proper working conditions, and making sure that necessary equipment required to facilitate the technician's work is made available on site;
- making sure that supporting staff is made available on site, where the service technician considers it necessary; this also applies to requirements of the service technician in compliance with the accident prevention regulations;
- making sure that a translator is made available on site, where the service technician considers it necessary;
- lighting, water supply, compressed air supply, voltage supply, including the connectors required

4.2 If the customer does not meet its commitments, the Supplier shall be entitled, but not committed, to carry out the applicable actions in place of the customer and at the customer's



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expense.

4.3 The customer shall immediately inform the Supplier about any contravention committed by the service technician(-s).

4.4 All the costs resulting from the violation of the duty to cooperate shall be borne by the customer.

4.5 The costs incurred by the Supplier due to delays not attributable to the Supplier shall be borne by the customer.

### **5. Liability and warranty**

5.1 The Supplier guarantees repair of faulty assembly within a reasonable period of time. The warranty period is 12 months from the date of assembly completion (date of service work sheet / time sheet).

5.2 At the request of the customer, warranty obligations can be met outside normal working hours (from Monday to Friday, between 6am and 6pm). The additional costs resulting from this shall be borne by the customer.

5.3 The right for correction will expire if the customer does not report a defect in the work performed by the service technician(-s) immediately after it can be detected.

5.4 The Supplier is not liable for insignificant defects.

5.5 The Supplier is not liable for events of force majeure that would hinder assembly work, or make it difficult or even impossible. Force majeure includes in particular, but is not limited to, natural disasters, wars, and civil unrest.

5.6 The Supplier is not liable if the ordering party carries out modifications or repairs without the consent of the Supplier.

5.7 The Supplier is fully liable:

- a) for all damages resulting from an intentional or grossly negligent breach of duty;
- b) for all damages resulting from loss of life, bodily injury, and damage to health based on a culpable breach of duty;
- c) in the case of fraudulent concealment of a defect;
- d) within the framework of a guarantee promise (if available).

If the Supplier violates a major obligation or another material obligation due to ordinary or simple negligence, the Supplier's liability is limited to typical foreseeable damages.

If the Supplier violates an immaterial obligation due to ordinary negligence, the Supplier's liability is limited to 100% of the agreed order value.

In the case of ordinary negligence, the Supplier is not liable for damages resulting from interruption of operations, loss of production, or due to loss of profit.

The statutory liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected by limitations of liability.

5.8 With the exception of rights granted to the ordering party in these regulations, the ordering party is not entitled to any claims for compensation (not even claims for damages) or other rights



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against the Supplier in respect of any inconvenience that may occur in conjunction with assembly, irrespective of the legal aspect referred to.

### **6. Sign-off**

6.1 Immediately after completion of work, the customer must check that the work has been properly completed in accordance with the order placed.

6.2 The customer needs to sign off the work performed by the service technician(-s) as soon as the end of the work has been signalled to the customer. Similarly, after completion of works, customer commissioning of the works implies that they have been given the final sign-off. Sign-off cannot be refused because of insignificant defects.

6.3 After completion of assembly, the ordering party must always confirm the end of the assembly work and the correct completion of the assembly with an electronic signature from an authorized signatory on the service work sheet / time sheet. If there is no one authorized to sign on behalf of the ordering party available, confirmation of the correct completion of the assembly work, i.e., its acceptance, is considered to have occurred if the ordering party does not send objections in writing within 2 business days after receiving notice from the Supplier that the assembly has been completed. The date of receipt by the Supplier is the decisive factor. The limitation period, as per clause 6.3, starts running on the day when the ordering party signs the service work sheet / time sheet or on the day when notice is given by the Supplier that the assembly has been completed. Acceptance cannot be refused due to insignificant defects. The assembly personnel will send the service work sheet / time sheet to the ordering party by e-mail prior to departure.

### **7. Validity of the general terms and conditions**

In any case, the general terms and conditions of delivery and sale of the Supplier are applicable.

### **8. Place of jurisdiction, severability clause**

8.1 The place of jurisdiction for all disputes arising from a field service order is the seat of the Supplier company. As an alternative, the Supplier can choose to take the customer to the court situated at the registered seat of the company. Austrian law shall exclusively apply, excluding the conflict of laws provisions and delegation provisions or International standards.

8.2 If any of the provisions of these Field Service Terms and Conditions are or become unenforceable, the remaining provisions shall nevertheless be binding and enforceable. The parties agree that the unenforceable provisions will be replaced as soon as possible with enforceable provisions that come closest to the economic intention underlying the unenforceable provision.