

STANDARD TERMS AND CONDITIONS OF BUSINESS FOR SERVICES PROVIDED BY SERVATOR SERVICELINE GMBH

I. General

The following terms and conditions apply to all goods orders placed with the contractor, service agreements, and preliminary work such as inspections and cost estimates. For repairs conducted while under warranty, these terms and conditions supplement PALUX AG warranty terms and conditions.

II. Performance

- For large appliances operated as stationary (fixed) equipment, service work is carried out at the place of installation unless a prior inspection has revealed that professional servicing can only be carried out at the factory or in one of the workshops operated by the contractor. Appliances not operated as stationary equipment (small appliances) will be accepted for servicing or inspection in one of the contractor's workshops.
- Dates of visits notified to the client are scheduled appointments only—even when a time of day is given—and therefore of a prospective and non-binding nature. This results from the specific circumstances of field repair business and in particular the necessity to complete as many repair jobs as possible on one trip, the difficulty of estimating repair times in advance as well as contemporary traffic conditions.
- Appliances to be repaired or inspected in the contractor's workshops pursuant to II.1 are to be delivered and picked up at the client's risk and with the client bearing all costs.
- For service orders, the contractor is also entitled to remedy faults that are first discovered only during the servicing work itself and whose remediation is necessary for ensuring operational safety. This does not apply if the service order has been limited to remediation of a specific fault or a cost estimate has been issued whose estimate value would be significantly exceeded by remedying this additional fault.

III. Completion of repairs

- The repaired goods are returned only on delivery of the confirmation of receipt and cash payment of the full invoice amount. Cheques are accepted only as conditional payment. Presentation of the confirmation of receipt is considered as authorisation to take delivery.
- The client shall pick up the repaired goods on the envisaged delivery date. If the client does not pick up the goods within 4 weeks of being requested to do so by the contractor, the former shall pay the latter the usual compensation for storage on fruitless expiry of a deadline. After the expiry of 3 months following the request to pick up the repaired goods, the contractor may dispose of these goods at their discretion unless the client contacts the contractor beforehand.
- If the sale price of the goods exceeds the costs of repair and storage, this does not affect claims of the client arising from the proceeds of the sale.

IV. Shipping and transfer of risk on delivery

- Unless otherwise agreed, goods are shipped at the seller's risk. The corresponding prices apply in each case, plus packing and postage/haulage costs and statutory sales tax at the current rate.
- Risk is transferred to the buyer following handover of the goods to the freight forwarder. Any defects identified on delivery must be reported to the shipping company performing the delivery without delay.

V. Warranty

- For billed services and for replacements made instead of repairs that are billed, the contractor provides the following warranty: the contractor shall remedy defects by remediation or—in the event that a billed replacement was defective—by substitute delivery in accordance with the warranty terms and conditions of the respective manufacturer at no cost to the client. This warranty expires after the statutory term of 12 months. For purchases, the warranty period is set at 12 months.
- The client is entitled to a reasonable reduction in compensation paid or to unwind the contract if the remediation work or substitute delivery is unreasonably delayed or is unfruitful following three separate attempts. In this case, however, the subject of the order does not need to be returned to its original condition if this would be unreasonable from a technical or cost perspective. If, in the context of a warranty claim, it transpires that the reported defect can be traced back to a technical circumstance other than the one present in the original repair and one that has not been demonstrably caused by the repair work itself, then no valid warranty claim can be made in this instance. The resulting and documented effort will therefore be billed to the client in this case.

VI. Liability

All rights to claim compensation of whatsoever nature are excluded unless SERVATOR is necessarily liable under law due to wilful intent or gross negligence.

VII. Fees

Services provided by SERVATOR ServiceLine GmbH are billed in units of time (5 minutes). One unit of time is billed per 5 minutes of working time or part thereof. Fees are charged according to the current price lists. Travel costs are billed as a flat fee and include both the travel time as well as vehicle expenses. The fee per unit of time increases by 25% for callouts Monday to Friday from 5 PM to 8 PM and from 8 PM to 7 AM, by 50% on Saturdays, and by 100% on Sundays and public holidays. If services are provided on the basis of special service agreements, the prices agreed there apply in conjunction with a price adjustment clause for time and materials.

VIII. Terms of payment

Invoices must be paid net of all taxes within 14 days. No early payment discount is offered.

IX. Return delivery of goods

Returns will not be accepted for goods procured on behalf of the customer or made-to-order goods. If returns of off-the-shelf products are accepted in exceptional cases and following express prior approval, we will charge a flat restocking fee. This in no way creates any legal obligation to accept returns of goods from routine deliveries.

X. Severability

In the event that any of the preceding provisions is invalid, this does not affect the validity of the remaining provisions.