

GENERAL SERVICE CONDITIONS

Keller Lufttechnik GmbH + Co. KG

as from 01/2021

§ 1 Validity

Inspection, maintenance work, repair work and other service operations are effected on the basis of these General Service Conditions which supplement the service agreements or individual service contracts. Keller Lufttechnik GmbH + Co. KG (named contractor) does not accept different customer conditions.

§ 2 Scope of supply

1. Accomplishments which have to be made by the contractor result from the corresponding service agreement or service contract.

2. Not included are unless otherwise agreed inspection of electrical switch and control systems as well as particularly electrical separation or connection of the unit to the power supply system.

§ 3 Customer's accomplishments

1. The following accomplishments are undertaken by the client at his own expense and risk and in due time before beginning of the work:

- a) Power supply for tools and lighting
- b) Accident-proof scaffolding for work in a height of 3 m above inspection level
- c) Accident-proof coverage of open pits and breakthroughs
- d) Lifting platform, lift truck or crane, if necessary
- e) Appropriate changing rooms, washing water and sanitary installations for employees and customer's assistants.
- f) Assistants if requested
- g) free access to the respective system including all components and measuring points

2. The customer's production planning considers that the system is either not or only limited available during the service operation.

3. The entire system has to be cleaned by the customer before beginning of the service operation. Cleaning does not belong to the scope of the supply. If the customer does not meet this obligation, the cleaning is effected by the contractor and then charged according to the valid charge rates for services. We reserve the right to charge further costs for delays caused through cleaning work.

4. The system needs to be freely accessible. No material storing may be in the range of the system.

5. Permissions are necessary to perform the work. They need to be obtained on time.

6.

If waste products are generated during execution of the service work they must be disposed of by the customer, unless expressly agreed otherwise.

§ 4 Prices

1. All prices indicated in quotations, service agreements or charge rates for services are to be understood as net. Additionally, the VAT rate (valid at the date of the work) is charged.

2. The customer is obliged to cover all costs for material, wage, etc. arising from special requests, which differ from the intended way of work. In this case, calculation happens against proof. It is charged according to the contractor's valid charge rates for services. The reports signed by the customer or his representatives are accepted as proof.

§ 5 Payment

Unless otherwise agreed, all invoices are payable immediately net after receipt; this is also valid if materials are invoiced.

§ 6 Acceptance

1. With his signature on the working reports the customer confirms the performed works and maintained systems as proper (acceptance).

2. If acceptance is delayed for reasons not caused by the contractor, the acceptance is seen as effected one week after termination of the work.

3. If another arrival of the contractor is necessary for reasons not caused by the contractor, the customer bears all arising costs.

§ 7 Warranty

1. If services are not performed completely or orderly according to § 1, or if there are defects on attached materials, it is the customer's responsibility to inform the contractor and give him the opportunity of supplementary performance.

2. The contractor is obliged to provide supplementary performance after a report of deficiencies according to paragraph 1 within a reasonable period, whereas the customer has the right to choose between replacement or repair. If supplementary performance fails, the customer is obliged to grant a second chance. If this second chance is not effected successfully after a reasonable additional respite, the customer is entitled to the legal warranty claims. Claims for damages however are limited in accordance with the following liability regulations (§ 8).

3.
Warranty claims become time-barred after expiry of 12 months, beginning with acceptance of the respective service or repair work.

§ 8 Liability

1.
The contractor needs to remove all damages caused by the contractor or his assistants free of charge. If this is not possible, it is the contractor's task to pay for damage-abolition which of third parties if the support of third parties is necessary.
2.
By the way, the contractor's liability is only limited from intent or gross negligence on his own fault, or the fault of his assistants.
3.
Limitation of liability as of paragraph 2 is not applicable as long as it is according to product liability. It is further not applicable for claims of injury to life, body or health and is not applicable if so called cardinal obligations of the contractor were violated. These are obligations whose adherences are indispensable to fulfil essential contractual obligations. In the latter case, liability is limited to the replacement of typical, foreseeable damages.
4.
If the customer keeps an insurance which covers the occurred damage, the contractor is only liable alternatively.
5.
The customer is obliged undertake all necessary actions to limit the damage and its affects to a minimum.

§ 9 Contractor's right to withdraw

1.
If preliminaries were not performed by the customer or if official and legal regulations (e. i. the accident insurance) cannot be adhered to during the performances as in § 1, 1 for reasons represented by the customer, the contractor has the right to withdraw from the service agreement or repair order.
2.
The customer in this case remains obliged to pay all agreed charges; the contractor needs to credit possible saved expenditures.

§ 10 Final provisions

1.
All claims from this contract are to be asserted on the contractor's responsible court, however the customer has the right to bring legal action on his responsible court.
2.
If one of those provisions should be ineffective, it does not touch the efficiency of the contract.