



General Terms and Conditions of Service of Weitmann & Konrad GmbH & Co. KG

1. Scope of these Terms and Conditions of Service

1.1 The Terms and Conditions of Service set forth below shall apply to all servicing activities which we perform after the relevant order is placed by the Customer, regardless if the individual services are inspection, maintenance or repair services. We expressly object to any deviating terms and conditions of the Customer. They shall only apply if we acknowledge them in writing. The execution of an order placed by the Customer shall not result in the acknowledgement of his deviating terms and conditions.

1.2 These Terms and Conditions of Service shall also apply to all future orders for servicing activities which we will execute for the Customer if we have informed the Customer of these Terms and Conditions and he has consented to their application.

2. Cost Estimate, Service Order

2.1 If we prepare a cost estimate on the Customer's request, we may invoice the services performed in order to submit the cost estimate if this has been agreed in the individual case. If the Customer places an order with us on the basis of the cost estimate, we shall offset the costs of the cost estimate, if any, against the amount due for the executed order.

2.2 The performance of our services shall require a written service order. Offers made by us shall be binding if we have submitted them to the Customer in writing and without reservation. Telephonic or other oral agreements in connection with the conclusion of a contract shall require written confirmation.

2.3 If additional work which has not been ordered becomes necessary for restoring the required condition in the case of repair services, we shall inform the customer thereof immediately – if possible – and request an order for such work. If this is not possible for lack of time but, in consideration of the additional costs to be incurred by the Customer, such work is reasonably acceptable to the Customer and can be assumed to be desired by the Customer, we will execute such work as well.

3. Prices, Remuneration

3.1 The amounts of the prices shall be governed by the written agreements. If a price agreement has not been made, we shall invoice our services on a time-and-expense basis according to the current price list for services.

3.2 If the Customer requests the collection or return of parts (to be) delivered to us for maintenance, this shall be done at his own cost and expense unless we ourselves have the transport performed by our service personnel.

3.3 Services which we have performed in vain for reasons for which the Customer is responsible – e.g. time used in vain for troubleshooting, or travel times caused by the non-compliance with agreed appointments which have not been cancelled by the Customer – shall also be invoiced according to the current price list for services. This shall also apply in cases in which the ordered repair is found to be impracticable for reasons for which we are not responsible.

3.4 Adherence to agreed prices shall require that the scope of the related services set forth in the agreement should remain unchanged and that the services can be performed without any hindrances for which the Customer is responsible. For subsequent services leading to additional work and expenses, additional remuneration shall be paid by the Customer.

3.5 Material needed shall be invoiced additionally according to the actual quantities used unless it is included in the agreed scope of performance. Parts used shall be invoiced at the prices applicable at the time of performance.

4. Participation and Technical Assistance by the Customer

4.1 The Customer shall support our service personnel with the performance of the servicing activities at his own expense.



4.2 The Customer shall take the measures which are necessary for the protection of persons and objects at the place of maintenance. If applicable, he shall give the service personnel information on special safety rules insofar as they are important for the provision of the personnel's services on his premises. If violations of safety rules occur nevertheless, he shall inform us thereof immediately.

4.3 If technical assistance is necessary for the performance of our services, the Customer shall support us with it. In particular, he shall be obliged to provide, free of charge, resources such as electricity, water, compressed air, electrical connections and other resources which are not directly related to our services but are necessary for working on the Customer's plant, and to make contact persons available for information and other assistance.

5. Periods, Dates

5.1 We shall inform the Customer of the exact dates of servicing activities early enough for him to adjust to them organisationally. Periods and dates for the commencement, duration and completion of services shall only be binding if they have been fixed by mutual agreement. A prerequisite for the compliance with them shall be that the customer performs all preparatory activities which he is obliged to perform and that he fulfils his obligations to participate. If any of the activities to be performed by him is behind schedule, the dates and periods shall be extended/postponed by the duration of such delay. This shall also apply if the scope of work is changed or extended compared to the original order.

5.2 If the non-compliance with dates and periods is caused by the occurrence of unpredicted hindrances beyond our influence and we are not responsible for them, these periods and dates shall be extended reasonably, at least by the duration of the hindrance or interruption. This shall be applicable notably in cases of force majeure, as well as on strike, lockout, and regulatory orders even if such circumstances occur to our suppliers and subcontractors. If such disturbances last longer than eight weeks in an uninterrupted way, then every contractual party shall be entitled to rescind the contract in whole or in part.

5.3 If we are in default nevertheless, the Customer shall grant us an adequate grace period. As long as such period has not expired fruitlessly or was not dispensable for any other reasons defined by law, he may not rescind the contract.

6. Reservation of Ownership, Extended Lien

6.1 Insofar as installed accessory parts, spare parts and units do not become integral parts of a single item which is not our property, we shall reserve ownership of such parts and units until they are fully paid for.

6.2 For our claims arising from the contract with the Customer, we shall be entitled to a contractual lien on the Customer's items which we have repaired in the course of repair services. The contractual lien may also be claimed due to claims arising from work, spare part deliveries or other services performed by us previously if they are related to the object of the order. To any other claims arising from the business relationship, the contractual lien shall only apply insofar as they are undisputed, ripe for adjudication or established as final and absolute and the object of the order is property of the Customer.

7. Payment, Invoicing

7.1 Payments shall be due upon the completion of the service or the acceptance of repair services, as the case may be. Unless otherwise agreed, the Customer shall make the payment within no more than 14 days from the date of invoice free of postage and charges and without any discount.

7.2 Cheques will only be accepted on account of performance. Costs in connection with the presentation of cheques shall be borne by the Customer.

8. Default in Payment, Offset



8.1 If the Customer is in default of payment, we shall be entitled to charge a default interest of 8% p.a. above the basic rate of interest. We reserve the right to claim any further damages. In particular, we reserve the right to also claim the reimbursement of such costs as are incurred by us if, after the default in payment has occurred, we assign third parties, particularly lawyers, with the exercise of our rights.

8.2 The Customer may only withhold payments or offset them against counterclaims if they are undisputed, ripe for adjudication or established as final and absolute. The Customer shall not have any right to refuse performance due to advance payment as long as we perform return services or provide security for them.

9. Rights in the Case of Defects

9.1 The Customer shall only be entitled to claims for defects of services performed by us in the cases provided by law. In the case of justified complaints, we shall provide supplementary performance in the form of replacement or repair / new manufacture, at our choice. In any case, the Customer shall grant us an adequate period for doing so. If we do not provide the supplementary performance within an adequate period or if it is unsuccessful, the Customer shall be entitled to require a reduction of the remuneration or, in the case of a breach of duty which is not only insignificant, to rescind the contract. If only parts of the service performed are defective, the Customer's further rights shall only relate to the defective part of the service unless he has no interest in such partial performance.

9.2 If the Customer accepts repair services although he knows of a defect, he shall only be entitled to claims for such defects to the extent described in Section 9.1 if he reserves such claims when he accepts the services.

10. Liability

Within the scope of the statutory provisions, the Customer shall only be entitled to any other claims, particularly compensation claims, even those arising from impossibility, delay in delivery or tortious product liability, if we have not complied with guarantees given, we have acted maliciously, damage to life, body or health has occurred, or any other damage has been caused by wilful or grossly negligent acts of any of our legal representatives or performing agents or is based on a material breach of contract. Unless the material breach of contract was committed wilfully or in a grossly negligent manner, our obligation to pay compensation shall be limited to the foreseeable, typically occurring damage. The liability for compensation claims due to defective deliveries under the German Product Liability Act shall remain unaffected.

11. Limitation Periods

All claims of the Customer shall lapse after 12 months, unless longer periods are prescribed by law pursuant to Art. 438.1, Item 2, and Art. 634a.1, Item 2, of the German Civil Code (BGB) in the case of buildings, items used for buildings or defects of buildings, damage to life, body or health has occurred, we have committed a wilful breach of duty or we conceal defects maliciously. In the case of compensation claims under the German Product Liability Act, the statutory provisions on limitation periods shall apply.

12. Place of Performance, Exclusive Place of Jurisdiction, Applicable Law

12.1 The place of performance for all deliveries and services shall be our place of business.

12.2 The exclusive place of jurisdiction, also for lawsuits concerning bills of exchange, cheques and documents, shall be Stuttgart in case the Parties are fully qualified merchants, bodies corporate organised under public law or public separate estates. The same shall apply if the purchaser does not have a general place of jurisdiction in Germany or moves to a foreign country from Germany after having concluded the contract or if the purchaser's whereabouts are unknown on filing the lawsuit.

12.3 The law of the Federal Republic of Germany shall apply exclusively or primarily, as the case may be. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.



12.4 Our general terms and conditions of supply/delivery and payment shall apply in addition. Our general terms and conditions of supply/delivery and payment can be found on our website at <http://www.weko.net/agbs>.

13. Data Protection, Data Safety

13.1 We shall only record your personal data for the purpose for which you provide your data. Your personal data will only be used within Weitmann & Konrad GmbH & Co. KG, with the applicable provisions on data protection being observed.

If you provide personal data – such as your name, your address or contact information such as telephone or fax numbers or e-mail addresses – on our website, the provision of such information shall always be on a voluntary basis. As far as possible, you will be able to use the content and services offered on our website without providing any personal data.

13.2 You agree that we will, and hereby authorise us to, process, store and evaluate the data received in connection with our business relationship within Weitmann & Konrad GmbH & Co. KG, with the applicable provisions on data protection being observed.

Your personal data will not be made accessible or sold to third parties.

13.3 Revocation of the Consent

You may revoke your consent to the use, processing or transmission of your data for marketing purposes of Weitmann & Konrad GmbH & Co. KG by sending a short written message to:

Weitmann & Konrad GmbH & Co KG
Friedrich-List-Straße 20 - 24
70771 Leinfelden-Echterdingen Germany

Phone: +49 (0) 711 / 79 88-0

Fax: +49 (0) 711 / 79 88-212

or by e-mail to:

info@weko.net

at any time with effect for the future.

The use of your data for marketing purposes of Weitmann & Konrad GmbH & Co. KG shall be in accordance with the requirements of data protection law.

13.4 Right to Information

You may request information on the personal data concerning your person which is stored by our company at any time.

13.5 Our data privacy statement and further notes on data protection can be found on our website at <http://www.weko.net/datenschutz>. They shall apply in addition to the provisions contained in this Section 20.