

General Businessconditions

General Terms and Conditions of Delivery and Service

of GIMTAS GmbH

GIMTAS

A. General terms and conditions that apply to all legal relationships apply between GIMTAS and the customer

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- II. Price and payment
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A. General basis of the contract:

General terms and conditions that apply to all legal relationships between GIMTAS and the customer.

I. General provisions

1. The contractual partner is GIMTAS GmbH (hereinafter:GIMTAS). All parties, deliveries and services are based on these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the customer shall not become part of the contract even by acceptance of theorider.
2. Deviating or supplementary terms and conditions of the client as well as ancillary agreements are only binding if they are confirmed in writing by GIMTAS.
3. Price and performance information as well as other declarations or assurances are only binding for GIMTAS if they have been submitted or confirmed by GIMTAS in writing.
4. GIMTAS reserves the right of ownership and copyright to samples, cost estimates, drawings and similar information of a physical and inebody nature - also in electronic form; they may not be made available to third parties. The customer undertakes to make information and documents designated as confidential by GIMTAS accessible to third parties only with its consent.
5. All legal relationships between GIMTAS and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships between domestic parties. The place of jurisdiction is the court responsible for the registered office of GIMTAS. GIMTAS reserves the right to bring an action in any other jurisdiction permitted worldwide.
6. The law of the Federal Republic of Germany shall apply. The Hague Conventions of 01.07.1964 on Uniform Laws on International Purchases and the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods shall not apply.

II. Price and payment

1. In the absence of a special agreement, the prices shall apply ex works, including loading at the factory, but excluding packaging and unloading. Value added tax at the respective statutory rate is added to the prices.
2. In the absence of special agreements, payment shall be made immediately after delivery at the latest and without any deduction to the bank account of GIMTAS.
3. When calculating the repair, the prices for parts, materials and special services used as well as the prices for the work services, the travel and transport costs must be shown separately. If the repair is carried out on the basis of a binding cost estimate, a reference to the cost estimate is sufficient, whereby only deviations in the scope of performance are to be specifically listed.
4. The withholding of payments due to any counterclaims of the customer disputed by the contractor is nots tathaft.
5. The contractor is entitled to demanda reasonable advance payment upon conclusion of thecontract.

III. Delivery time and delays

1. The delivery time results from the agreements of the contracting parties. Their compliance by GIMTAS presupposes that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent on him, such as.B the provision of the necessary official certificates or approvals or the payment of a down payment. If this is not the case, the delivery time shall be extended accordingly. This does not apply if the supplier is responsible for the delay.
2. Compliance with the delivery time is subject to correct and timely self-delivery. GIMTAS will notify any emerging delays as soon as possible.
3. The delivery time is against if the delivery item has left GIMTAS' factory by the time it expires or if readiness for dispatch has been notified. Insofar as an acceptance has to take place, the acceptance date is decisive - except in the case of justified refusal of acceptance - or, alternatively, the notification of readiness for acceptance.
4. If the dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the costs incurred by the delay shall be charged to him, starting one month after notification of readiness for dispatch or acceptance.
5. If the non-compliance with the delivery time is due to force majeure, labourdisputes or other events beyond the control of GIMTAS, the delivery time shall be extended accordingly. The Supplier shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.
6. The customer may withdraw from the contract without setting a deadline if GIMTAS finally becomes unable to perform the entire service before the transfer of risk. The customer may also withdraw from the contract if the execution of part of the delivery becomes impossible in the case of an order and he has a legitimate interest in rejecting the partial delivery. If this is not the case, the customer must pay the contract price attributable to the partial delivery. The same applies in the event of GIMTAS'inability. In all other respects, Section VII.2 shall apply.

If the impossibility or inability occurs during the default of acceptance or if the customer is solely or predominantly responsible for these circumstances, he remains obliged to provide

B. General contractual basis for services:

General terms and conditions, which in addition to Part A apply between GIMTAS and the customer.

- XIV. General Terms and Conditions for Services
- XV. Conclusion of contract, duty to provide information, safety instructions
- XVI. Non-feasible repairs
- XVII. Participation and technical assistance of the customer
- XVIII. Cost information, cost estimate
- XIX. Price and payment
- XX. Repair period, repair delay
- XXI. Decrease
- XXII. Retention of title, extended lien
- XXIII. Liability of the customer, exclusion of liability
- XXIV. Transport and insurance for repairs at the customer's factory
- XXV. Replacement service of the customer
- XXVI. Binding nature of the contract

consideration.

7. If GIMTAS is in default and the customer suffers damage as a result, he is entitled to demand a lump-sum compensation for delay. It amounts to 0.5% for each full week of delay, but in total not more than 5% of the value of that part of the total delivery that cannot be used on time or in accordance with the contract as a result of the delay.
8. If the customer sets GIMTAS - taking into account the statutory exceptions - a reasonable deadline for performance after the due date and the deadline is not met, the customer is entitled to withdraw from the contract within the framework of the statutory provisions. At the request of GIMTAS, he undertakes to declare within a reasonable period of time whether he makes use of his right of withdrawal. Further claims arising from delay in delivery shall be determined exclusively in accordance with Section VII.2 of these Terms and Conditions.

IV. Transfer of risk, introduction, installation, acceptance

1. The risk shall pass to the customer when the delivery item has left the factory, even if partial deliveries are made or GIMTAS has assumed other services, e.B. the shipping costs or delivery and installation. Insofar as acceptance has to take place, this is decisive for the transfer of risk. It must be carried out immediately on the date of acceptance, alternatively after notification by GIMTAS of readiness for acceptance. The customer may not refuse acceptance in the event of a non-essential defect.
2. If dispatch or acceptance is delayed or omitted due to circumstances that are not attributable to GIMTAS, the risk shall pass to the customer from the day of notification of readiness for dispatch or acceptance. GIMTAS undertakes to take out the insurance required by GIMTAS at the expense of the customer.
3. The delivery item is generally carried out by the customer unless otherwise agreed. The customer must organize appropriate lifting equipment in good time for the machine insertion and output.
4. Partial deliveries are permissible insofar as they are reasonable for the customer.
5. The installation and commissioning of the delivery item is carried out by a GIMTAS service technician or by a partner commissioned by GIMTAS. All requirements to be fulfilled by the customer must be found in the installation and operating conditions as well as in the valid TRUMPF installation plan, and must be fulfilled by the customer on time. For a speedy process, the customer must provide the responsible service technician with appropriate personnel and lifting equipment free of charge for the entire duration of the installation.
6. Acceptance shall only take place if this has been agreed in writing. If acceptance has been agreed, GIMTAS verbally notifies the customer that it is ready for acceptance. The acceptance must then be carried out immediately. It may not be refused because of such defects that do not or only insignificantly impair the functionality of the repair item.
7. If acceptance does not take place within a period of 7 days from notification of readiness for acceptance for reasons for which GIMTAS is not responsible, acceptance shall be deemed to have taken place upon expiry of this period.
8. Acceptance shall be deemed to have taken place as soon as the customer has put the repair item into use.
9. The costs of acceptance shall be borne by thecustomer, such as travel expenses, hotel costs and additional costs for the transport of luggage, will be charged according to expenditure. If GIMTAS has to carry out work at times or under circumstances for reasons for which it is not responsible, which deviate from the working conditions provided for in the contract and require additional expenses, the client must pay the corresponding additional prices if he has been informed by GIMTAS in good time of the change in working conditions. The client is obliged to pay the calculated fee even if it exceeds the offer designated as binding by up to 20%.
10. The same shall apply in the event of any other significant deterioration in the economic circumstances of the customer. In these cases, GIMTAS is entitled to demand sufficient security or to withdraw from the contract.

V. Substitute for non-performance

In the case of deliveries, the customer is obliged to take over the object of purchase within 7 days of receipt of the notification of provision. In the event of non-performance, GIMTAS may exercise its statutory rights. If GIMTAS claims damages, this amounts to 15% of the purchase price. The compensation is to be set higher or lower if GIMTAS proves a higher or the client a lower damage.

VI. Ownership

1. GIMTAS retains title to the delivery item until receipt of all payments - also for any additional ancillary services owed - from the delivery contract.
2. GIMTAS is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the customer, unless the customer has demonstrably taken out the insurance himself.

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- The customer may neither sell, pledge nor assign the delivery item as security. In the event of seizure as well as confiscation or other dispositions by third parties, he must notify the supplier immediately.
- In the event of breach of contract by the customer, in particular in the event of default in payment, GIMTAS is entitled to take back the delivery item after a reminder and the customer is obliged to surrender it.
- Due to the retention of title, GIMTAS can only demand the return of the delivery item if it has withdrawn from the contract

VII. Claims

- The supplier shall be liable for material defects and defects of title in the delivery to the exclusion of further complaints – subject to Section 8. – as follows:
Material _____ defects _____
- GIMTAS shall repair free of charge all those parts which prove to be defective as a result of a circumstance prior to the transfer of danger. GIMTAS must be notified immediately in writing of the discovery of such defects. Replaced parts become the property of GIMTAS GmbH.
- In order to carry out all repairs and replacement deliveries that GIMTAS dees necessary, the customer must, after consultation with GIMTAS, give GIMTAS the necessary time and opportunity; otherwise GIMTAS shall be released from liability for the resulting consequences. Only in urgent cases of endangerment of operational safety or in order to avert relatively large damages, whereby GIMTAS must be informed immediately, the customer has the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the supplier.
- GIMTAS shall bear - insofar as the complaint proves to be justified - the direct costs of rectification or replacement delivery, including shipping. In addition, he shall bear any necessary installation and dismantling costs, provided that this was the subject of the original service, as well as the costs of any necessary provision of the necessary labour, including travel costs, provided that this does not result in a disproportionate burden on GIMTAS.
- Within the framework of the statutory provisions, the customer has a right to withdraw from the contract if GIMTAS - taking into account the statutory exceptions - allows a reasonable deadline set for him for rectification or replacement delivery to elapse fruitlessly due to a material defect. If there is only an insignificant defect, the customer is only entitled to a reduction of the contract price. Otherwise, the right to a reduction of the contract price remains excluded.
- Further claims shall be governed by section 8.3 of these Terms and Conditions.
- No liability is assumed in particular in the following cases: Unsuitable or improper use, faulty assembly or installation by the customer or third parties, natural wear and tear, incorrect or negligent treatment, improper maintenance, unsuitable operating resources, defective construction work, unsuitable subsoil, chemical, electronic or electrical influences - unless they are influenced by the GIMTAS as well as wear of components such as punching tools, bending tools, lenses, nozzles, decoupling mirrors and external beam guidance optics.
- If the customer or a third party improperly improves, GIMTAS shall not be liable for the resulting consequences. The same applies to changes made to the object of the property without the prior consent of GIMTAS.

VIII. Defects of title

- If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, GIMTAS shall, at its own expense, in principle provide the customer with the right to further use or modify the delivery item in a manner that is reasonable for the customer in such a way that the infringement of property rights no longer exists.
- If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer is entitled to withdraw from the contract. Under the aforementioned conditions, GIMTAS is also entitled to withdraw from the contract.
- In addition, GIMTAS will indemnify the customer from undisputed or legally established claims of the respective property rights holders.
- Subject to Section VII.2, the obligations of the Supplier referred to in Section VI.8 shall be final in the event of infringement of intellectual property rights or copyright.

They only exist if:

- the customer informs GIMTAS immediately of asserted infringements of property rights or copyrights,
- the customer supports GIMTAS to an appropriate extent in the defense of the asserted claims or the supplier enables the implementation of the modification measures in accordance with Section 7.1,
- GIMTAS reserves the right to take all defensive measures, including out-of-court regulations,
- the defect of rights is not based on an instruction of the customer and
- the infringement was not caused by the fact that the customer has changed the delivery item on his own authority or used it in a manner not in accordance with the contract.

IX. Liability of the supplier, exclusion of liability

- If the delivery item is not used by the customer in accordance with the contract as a result of culpably omitted or incorrect suggestions or advice made by the supplier before or after conclusion of the contract or due to the culpable violation of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item, the provisions of Sections 8.3 and 9.2 shall apply to the exclusion of further claims of the Customer.
- In the event of culpable breach of essential contractual obligations, the supplier shall also be liable for gross negligence of non-executive contractors and for slight negligence, in the latter case limited to the contractually typical, reasonably foreseeable damage.
- For damages that have not occurred to the delivery item itself, the supplier is liable - for

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whatever legal reasons - only:

- in case of intent,
- in the event of gross negligence on the part of the owner/organs or senior executives,
- in the event of culpable injury to life, body, health,
- in the case of defects that he has fraudulently concealed,
- within the framework of a guarantee commitment,
- in the event of defects in the delivery item, insofar as liability is accepted under the Product Liability Act for personal injury or property damage to privately used objects.

Further claims are excluded.

X. Exhaust air duct

- For laser and punching combination machines, the Technical Rule for Hazardous Substances (TRGS 560) applies to the processing of stainless steel (with the alloy components chromium and nickel). This only agrees to return the exhaust air of the compact dust collector to the working area with official approval. As a rule, an exhaust air flow to the outside by the customer must be carried out.

XI. Prescription

- All claims of the customer – for whatever legal reasons – become statute-barred after 12 months; this also applies to the statute of limitations of recourse claims in the supply chain in accordance with § 445b (1) BGB, provided that the last contract in this supply chain is not a purchase of consumer goods. The suspension of expiry under § 445b Abs. 2 BGB remains unaffected. For claims for damages according to Section VII. 2 a-c and e, the statutory deadlines apply. They also apply to defects in a building or to delivery items that have been used for a building in accordance with their usual use and have caused its defectiveness.

XII. Software Usage

- Insofar as software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software including its documentation. It is made available for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The customer may only use the software to the extent permitted by law (§§ 69 a ff. UrhG) reproduce, revise, translate or convert from the object code to the source code. The customer undertakes not to remove manufacturer information - in particular copyright notices - or to change it without the prior express consent of the manufacturer.

All other rights to the software and the documentation, including the copies, remain with the manufacturer or the software supplier.

XIII. Binding nature of the contract

- Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or the contract itself.

B. General contractual basis for services

General terms and conditions that apply in addition to Part A between GIMTAS and the customer.

XIV. General Provisions for Services

In addition to the above sections, the following provisions apply to all provisions provided by the Customer

XV. Conclusion of contract, duty to provide information, safety instructions

- If there is an uncontradicted written order confirmation, this is decisive for the content of the contract and the scope of the repair.
- If the repair item has not been delivered by the contractor, the customer must point out existing industrial property rights with regard to the object; provided that the Contractor is not at fault, the Customer shall indemnify the Contractor against any claims of third parties arising from industrial property rights.
- The customer must inform the contractor in good time in writing about contamination, any health-endangering residues in the objects to be repaired as well as transport risks and other repair-relevant measures to be taken.

XVI. Non-feasible repairs

- The services provided for the submission of a cost estimate as well as the other expenses incurred and to be proven (error search time equals working time) will be invoiced to the customer if the repair cannot be carried out for reasons for which the contractor is not responsible, in particular because
 - the fault complained of did not occur during the inspection,
 - spare parts cannot be procured,
 - the customer has culpably missed the agreed date,
 - the contract has been terminated during its execution,
 - The machine does not comply with the current safety regulations,
 - If safety devices are bridged,
 - The machine is unreasonable for our service personnel in terms of safety and there is a danger to the health and life of our service personnel,
 - The installation location, environment is unreasonable from a safety point of view.
- The repair item only needs to be restored to its original condition at the express request of the customer against reimbursement of the costs, unless the work carried out was not necessary (excluding: internal and external mirrors, all optical components, services, spare parts with quality seal)
- In the event of non-feasible repair, GIMTAS shall not be liable for damage to the repair item, the violation of contractual ancillary obligations and for damage that has not occurred to the repair item itself, regardless of the legal basis invoked by the customer.
- The liability of Section XI.3 of these Terms shall apply mutatis mutandis.

XVII. Participation and technical assistance of the customer in repair and maintenance

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1. The customer must support GIMTAS in carrying out the repair at his own expense.
2. The customer must take the special measures necessary to protect persons and property at the repair site. He must also inform the service technician about existing special safety regulations, insofar as this is of importance for the service personnel. It shall notify the Contractor of breaches of such safety regulations by the service personnel. In the event of serious violations, he may deny the offender access to the repair site in consultation with the service technician.
3. The customer is obliged to provide technical assistance at his own expense, in particular to:
 - providing the necessary appropriate auxiliaries in the number and time required for repair; the assistants must follow the instructions of the repair manager. The contractor assumes no liability for the auxiliary staff. If a defect or damage has been caused by the auxiliary staff due to instructions from the repair manager, the provisions of Sections X and XI of these terms and conditions shall apply accordingly.
 - Carrying out all construction, bedding and scaffolding work, including procurement of the necessary building materials.
 - Provision of the necessary equipment and heavy tools as well as the necessary consumer goods and materials.
 - Provision of heating, lighting, operating power, water, including the necessary connections.
 - Provision of necessary, dry and lockable rooms for the storage of tools of the service personnel.
 - Protection of the repair site and materials from harmful influences of any kind
 - Provision of suitable, theft-proof lounges and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the service staff
 - The machine including compact duster (extraction) must be roughly cleaned by the customer before carrying out the service work and filled dirt containers must be emptied. Cleaning work is not part of our services and delays the course of the service work.
 - The machine must be freely accessible to our service personnel. Otherwise, material storage in the area of the plant may hinder the course of the service work.
4. The customer's technical assistance must ensure that the repair / maintenance / assembly can be started immediately after the arrival of the service personnel and can be carried out without delay until acceptance by the customer. Insofar as special plans or instructions of the contractor are required, the latter shall make them available to the customer in good time
5. If the customer does not comply with his obligations, GIMTAS is entitled, but not obliged, after setting a deadline, to carry out the actions incumbent on the customer in his place and at his expense. In all other respects, the statutory rights and claims of the Contractor shall remain unaffected.

XVIII. Cost information, cost estimate

1. As far as possible, the customer will be given the expected repair price upon conclusion of the contract, otherwise the customer can set cost limits. If the repair cannot be carried out at these costs or if the customer considers it necessary to carry out additional work during the repair, the customer's consent must be obtained if the stated costs are exceeded by more than 15%.
2. If a cost estimate with binding price estimates is requested before the repair is carried out, this must be expressly demanded by the customer. Unless otherwise agreed, such a cost estimate is only binding if it is submitted in writing. It shall be remunerated. The services provided for the submission of the cost estimate will not be charged to the customer if they can be used during the execution of the repair.

XIX. Price and payment

1. GIMTAS is entitled to demand a reasonable advance payment upon conclusion of the contract.
2. When calculating the repair, the prices for parts, materials and special services used as well as the prices for the work services, the travel and transport costs must be shown separately. If the repair is carried out on the basis of a binding cost estimate, a reference to the cost estimate is sufficient, whereby only deviations in the scope of services are to be specifically listed. The price list services Germany valid at the time of performance or the agreed flat rate apply.
3. Vat will be charged in the respective statutory amount in addition to the customer's expense.
4. Any correction of the invoice by GIMTAS and a complaint on the part of the customer must be made in writing no later than four weeks after receipt of the invoice.
5. Payment must be made without a discount upon acceptance and delivery or sending of the invoice.
6. The withholding of payments due to any counterclaims of the customer disputed by the contractor is not permissible.
7. Offsetting due to any counterclaims of the customer from other legal relationships disputed by the contractor is not permissible.

XX. Repair period, repair delay

1. The information on the repair times is based on estimates and is therefore not binding.
2. The customer can only demand the agreement of a binding repair period, which must be designated as binding, when the scope of the work has been precisely determined.
3. The binding repair period shall be those which shall be met if, by the time the repair item expires, is ready for acceptance by the customer in the event of a contractually provided test for its performance.
4. In the case of additional and extension orders placed later or in the case of necessary additional repair work, the agreed repair period shall be extended accordingly.
5. If the repair is delayed by measures in the context of industrial disputes, in particular strikes

and lockouts, as well as the occurrence of circumstances for which GIMTAS is not responsible, a reasonable extension of the repair period shall occur insofar as such obstacles demonstrably have a significant influence on the provision of the repair.

6. If the customer suffers damage as a result of default on the part of the contractor, he is entitled to demand a lump-sum compensation for delay. It amounts to 0.5% for each full week of delay, but in total not more than 5% of the repair price for that part of the item to be repaired by the contractor that cannot be used in time as a result of the delay.

If the customer sets the contractor - taking into account the statutory exceptions - a reasonable deadline for performance after the due date and the deadline is not met, the customer is entitled to withdraw from the contract within the framework of the statutory provisions. At the request of the contractor, he agrees to declare within a reasonable period of time whether he is exercising his right of withdrawal. Further claims due to delay shall be determined exclusively in accordance with Section XI. 3 of these Terms and Conditions.

XXI. Decrease

1. The customer is obliged to accept the repair work as soon as he has been notified of its completion and any contract-required testing of the repair item has taken place. If the repair proves not to be in accordance with the contract, GIMTAS is obliged to remedy the defect. This does not apply if the defect is insignificant for the interests of the customer or is based on a circumstance attributable to the customer. If there is a non-essential defect, the customer cannot refuse acceptance.
2. If the acceptance is delayed through no fault of GIMTAS, the acceptance shall be deemed to have taken place after two weeks from notification of the completion of the repair. It is also deemed to have taken place, the customer signs the activity report. Deficiencies must be entered in the activity report under the item Defects.
3. With the acceptance, the liability of GIMTAS for recognizable defects ceases to apply, unless the customer has reserved the right to assert a specific defect.

XXII. Retention of title, extended lien

1. GIMTAS retains title to all accessories, spare parts and replacement units used until receipt of all payments from the repair / service order. Further security agreements can be made.
2. Due to its claim from the repair contract, GIMTAS is entitled to a lien on the repair item of the customer that has come to its possession. The lien can also be asserted against claims arising from previously carried out work, spare parts deliveries and other services, insofar as they are related to the repair item. For other claims arising from the business relationship, the lien shall only apply if these are undisputed or legally binding.

XXIII. Liability of the customer, exclusion of liability

1. If parts of the repair item are damaged through the fault of the Contractor, the Contractor shall, at his discretion, repair, re-edy or replace them at his own expense. In the event of slight negligence, the costs to be incurred for this are limited to the amount of the contractual repair price. In addition, we are liable for damage to the repair item in accordance with Section XI.3 of these Conditions.
2. If the repair item cannot be used by the customer in accordance with the contract as a result of culpably omitted or incorrect suggestions or consultations made before or after conclusion of the contract, or due to the culpable violation of other ancillary contractual obligations - in particular instructions for operation and maintenance of the repair item - the provisions of Sections X and XI. 1 and 3 shall apply to the exclusion of further claims of the customer. these Terms.
3. For damages that have not occurred to the repair item itself, the contractor is liable - for whatever legal reasons - only
 - a. In case of intent and gross negligence,
 - b. In case of culpable injury to life, body, health,
 - c. In the case of defects that he has fraudulently concealed,
 - d. As part of a guarantee commitment,
 - e. Insofar as personal injury or property damage to privately used objects is liable under the Product Liability Act

In the event of culpable breach of essential contractual obligations, GIMTAS shall also be liable for simple negligence, but limited to the contractually typical, reasonably foreseeable damage. Further claims are excluded.

XXIV. Transport and insurance for repairs at the customer's factory

1. Unless otherwise agreed in writing, the repair item - including any packaging and loading - carried out at the customer's request, will be transported to and from the customer at his request, otherwise the repair item will be delivered by the customer to the contractor at his expense and picked up again by the customer after the repair has been carried out by the contractor.
2. The customer bears the transport risk
3. At the request of the customer, the outward and, if necessary, the return transport against the insurable transport risks, e.B. theft, breakage, fire, will be insured at his own expense.
4. There is no insurance cover during the repair period at the contractor's plant. The customer has e.B for the maintenance of the existing insurance cover for the repair item. with regard to fire, tap water, storm and machine breakage insurance. Only at the express request and at the expense of the customer can insurance cover for these risks be obtained.
5. In the event of default on the part of the customer with the takeover, GIMTAS may charge storage fees for storage in its factory. The repair item may also be stored elsewhere at the discretion of the Contractor. Costs and risk of storage shall be borne by the customer.

XXV. Replacement service of the customer

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1. If, during service repair work / assembly outside the contractor's factory, the devices or tools provided by the contractor are damaged on the repair site through no fault of the contractor or if you are lost through no fault of his own, the customer is obliged to compensate for this damage. Damage caused by normal wear and tear is not taken into account.
2. The customer cancels the service call and does not inform GIMTAS with a notice period of 24 hours, GIMTAS is entitled to charge the entire day up to a maximum of 8 hours. Any travel time or kilometers will be charged to the customer in full if the service personnel have already made their way to the customer plant. The calculation is made via the current price list Services Germany. The customer sends tools that GIMTAS has sent to the customer's plant back to GIMTAS on his own account and fully insured if the customer does not cancel the service call in time (period of 24 hours). Should the service personnel interrupt the service call due to weekends or public holidays and if the customer cancels the further service call, the customer will be charged in full for the return of all tools and items from GIMTAS. If the customer does not comply with this obligation, GIMTAS is entitled to charge the customer for any economic loss and to claim damages.

XXVI. Binding nature of the contract

1. Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or the contract itself.

Prescription

All claims of the customer - for whatever legal reasons - become statute-barred after 12 months.