

General Terms
and Conditions of Service of
Fagus-GreCon Greten GmbH & Co. KG

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Download: www.fagus-grecon.com/aqb

These General Terms of Business are only applicable with respect to:

- a. natural persons and juristic persons who upon conclusion of the contract perform their commercial and/or independent professional activity and
- b. juristic persons under public law or publicly legal separate assets.

These General Terms and Conditions of Service apply unless otherwise expressly agreed in writing in individual contracts. Only the contractual text of these Service Terms and Conditions in German is binding; versions of these Service Terms and Conditions in other languages are for illustrative purposes only. All declarations must be made in German. Should individual provisions of these General Terms and Conditions of Service be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objective pursued by Fagus-GrECon with the invalid or unenforceable provision.

The documents retrievable under the links contained in these General Terms and Conditions of Service are part of these General Terms and Conditions of Service to the extent specified in each case. It is the responsibility of the customer to retrieve and, if necessary, save the corresponding documents; Fagus-GreCon shall provide the customer with the corresponding documents in written or electronic form upon request.

1. General

- 1.1. All services provided by Fagus-GreCon shall in any case be based on these General Terms and Conditions of Service in addition to any written individual contractual agreements. Deviating and/or supplementary terms and conditions of purchase, assembly and/or business of the customer shall not become part of the contract, even if Fagus-GreCon accepts the order, unless Fagus-GreCon has expressly agreed to their validity in writing. In the absence of a special agreement, a contract shall be concluded with the written order confirmation by Fagus-GreCon.
- 1.2. Fagus-GreCon reserves the right of ownership and copyright to samples, cost estimates, drawings and similar information of a physical and intangible nature – also in electronic form; they may not be made available to third parties. Fagus-GreCon undertakes to make information and documents designated as confidential by the customer accessible to third parties only with the customer's consent.
- 1.3. Fagus-GreCon offers are subject to change. We reserve the right to make technical changes within reasonable limits.
- 1.4. Contracts shall only be concluded by Fagus-GreCon subject to correct and timely delivery by Fagus-GreCon's suppliers. However, this shall only apply if Fagus-GreCon is not responsible for the non-timely or non-existent self-delivery, but in any case in the case of a congruent covering transaction between Fagus-GreCon and the Fagus-GreCon supplier. In such cases, the customer shall be informed immediately about the non-availability of the delivery and the consideration shall be refunded immediately.
- 1.5. If the customer is based outside the European Union or outside the European Economic Area, the offers and order confirmations of Fagus-GreCon are subject to the condition precedent of approval by the Federal Office of Economics and Export Control (BAFA), insofar as this is provided for by law, as well as the issuance of all necessary official approvals. If, at the time of conclusion of the contract, a service provided by Fagus-GreCon is not subject to an export licence and such an obligation arises after confirmation of the order and before performance towards the customer, Fagus-GreCon is entitled to withdraw from the contract; the customer has no claim for damages in this respect.
- 1.6. The assignment of rights from the contractual relationship by the customer to third parties shall require the prior written consent of Fagus-GreCon.

2. Prices and terms of payment

- 2.1. Unless otherwise stipulated in writing in the offer, all services provided by Fagus-GröCon are subject to the applicable customer service billing rates that are attached to the offer. All prices are net prices and are to be paid plus the applicable statutory value added tax.
- 2.2. All claims of Fagus-GröCon are due immediately and must be settled no later than 14 days after invoicing.
- 2.3. The customer may only offset claims that are undisputed or legally established or arise from the same legal relationship.
- 2.4. Unless otherwise agreed in writing, the price offered by Fagus-GröCon does not include certificates, taxes and acceptance fees for the plant in question by technical testing institutions, costs incurred by exceeding regular working hours (such as work outside the regular working hours of Fagus-GröCon, night surcharges, travel expenses). These costs will be invoiced based on the Fagus-GröCon customer service billing rates, which are attached to the offer as an annex.
- 2.5. The calculation of the prices is based on the execution of all work within the agreed execution period. If the execution deadline is significantly exceeded, Fagus-GröCon may demand an appropriate price adjustment due to wage increases that have occurred in the meantime, including increases in incidental wage costs and material prices as well as increased freight costs and costs for third-party services.
- 2.6. Additional costs that arise after the conclusion of the contract due to changes in laws, regulations, official and association decisions and provisions shall be borne by the customer. If no material or its disposal is included in the offer of Fagus-GröCon, material used by Fagus-GröCon within the scope of the fulfillment of the contract or its disposal shall be charged separately based on the customer service billing rates attached to the offer.
- 2.7. If Fagus-GröCon owes a contractual success, Fagus-GröCon will – as far as possible – inform the customer in writing of the expected price of the service; otherwise, the customer is entitled to determine cost limits for the provision of services in writing to Fagus-GröCon. If Fagus-GröCon is not in the position to achieve the performance at the costs communicated, Fagus-GröCon shall be subject to the provision in clause 2.8. only with the prior written consent of the customer to exceed the notified costs. The same applies if the customer demands the performance of further, additional services after notification of the costs.
- 2.8. The remuneration for the contractual service described in the Fagus-GröCon offer is a lump-sum price. All work and, in particular, waiting times which Fagus-GröCon is not responsible and which are not listed in the offer of Fagus-GröCon are to be commissioned separately by the customer and will be invoiced on the basis of these terms and conditions of service on a time basis (cf. clause 3.1.3) in accordance with the customer service billing rates. If it turns out in the course of the provision of the service that services are essential to restore the target condition of the system and a failure to do so would endanger the safety or operation of the system, the customer hereby commissions Fagus-GröCon to provide these services up to a value limit of EUR 1,000.00 (net) on the basis of these Service Terms and Conditions on a time basis (cf. clause 3.1.3) in accordance with the customer service billing rates.

3. Services of Fagus-GreCon and the customer's obligations to cooperate

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| 3.1. | General Provisions |
| 3.1.1. | Fagus-GreCon only provides the services specified in the offer. Fagus-GreCon is entitled to employ subcontractors at any time to fulfil its obligations. |
| 3.1.2. | Necessary information about the location of concealed electricity, gas, water pipes or similar installations as well as any necessary static information must be provided by the customer before the start of the provision of services without being requested. |
| 3.1.3. | If billing is made on a time basis, the customer is obliged to confirm the working hours of the personnel employed by Fagus-GreCon on the form provided for this purpose. If the confirmation is not provided, the working time form shall be deemed accepted 2 working days after delivery to the customer, unless the customer objects to the content of the working time form in writing and with reasons. |

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| 3.1.4. | The condition for the performance of Fagus-GreCon is the uninterrupted performance of the services owed within one working day. If the service takes more than one working day, Fagus-GreCon reserves the right to leave the system in question out of operation in the meantime. During the times when the system is out of operation, the customer is solely responsible for ensuring the continuation of its operation or fire protection and organizes necessary compensatory measures on its own responsibility. If the provision of the service is delayed due to circumstances for which Fagus-GreCon is not responsible, the customer must bear the costs for waiting time and additional necessary travel expenses to a reasonable extent. |
| 3.2. | Obligations of the customer |
| 3.2.1. | In the case of Fagus-GreCon's service at the customer's site, the customer shall create at his own expense all legal and actual prerequisites for the provision of the services by Fagus-GreCon that fall within his area of responsibility and shall support Fagus-GreCon in the performance of the services. This includes in particular: <ul style="list-style-type: none"> c. the designation of a local contact person; d. the provision of heating, lighting, operating power and water, including the necessary connections; e. the provision of dry and lockable rooms for the storage of the tools of the personnel employed by Fagus-GreCon; f. the provision of suitable changing rooms and sanitary facilities, as well as materials for the provision of first aid for the personnel employed by Fagus-GreCon; g. ensuring unhindered transport of the assembly parts and to and at the assembly site, together with protection of the assembly site and materials against harmful influences of any kind; h. the provision of other equipment and heavy tools (e.g. lifting/industrial trucks, compressors) as well as consumables and materials (e.g. underlays, cleaning and sealing materials, lubricants, fire extinguishers) necessary for the performance of the service, including the disposal of problematic materials, e.g. used oil, used grease; i. the provision of materials and performance of all other actions necessary to adjust the subject of the service and to carry out the contractually agreed testing; j. cleaning of the service site. |
| 3.2.2. | The customer shall ensure that the subject of the Service is available to the personnel employed by Fagus-GreCon during the provision of the service by Fagus-GreCon and that it is not used for production work during the provision of the service. |
| 3.2.3. | Inspections of the system or the location of the service performance by employees or authorised representatives of VdS Schadenverhütung GmbH shall be made possible by the customer after prior announcement by Fagus-GreCon during the business hours of the customer; this shall also apply to an installer approval of Fagus-GreCon by VdS Schadenverhütung GmbH. |
| 3.2.4. | If the customer does not fulfil his obligations to cooperate or does not fulfil them in due time, Fagus-GreCon shall be entitled, but not obliged, after expiry of a reasonable period of time, to carry out the actions incumbent on the customer instead of the customer and at the customer's expense or to interrupt the provision of the service and to continue it only when the customer has fulfilled his obligations to cooperate. Otherwise, the payment claims as well as the statutory rights and claims of Fagus-GreCon shall remain unaffected. |
| 3.2.5. | At the request of Fagus-GreCon, the customer shall confirm the performance of the services in writing. Fagus-GreCon can provide a corresponding service protocol for this purpose. It is the responsibility of the customer to check the services of Fagus-GreCon before submitting a corresponding confirmation. |
| 3.3. | Obligations of the customer in the case of services provided by way of remote maintenance |
| 3.3.1. | The customer is obliged to provide Fagus-GreCon with a detailed description of the desired service or an error to be remedied - before the conclusion of the contract - so that Fagus-GreCon can decide whether the service can be provided by means of remote maintenance. |
| 3.3.2. | The customer is obliged to activate the software that enables remote maintenance only on the instructions of Fagus-GreCon. The customer is not authorised to change the settings of the software enabling the remote access. |
| 3.3.3. | To establish a remote connection from Fagus-GreCon to the object of the service, a user ID and, if necessary, a password shall be required. The user ID and the password shall be assigned by Fagus-GreCon. |
| 3.3.4. | The customer is obliged to ensure that no malware (e.g. viruses, trojans) is transferred to Fagus-GreCon systems. If the customer is infected with malware that impairs the activities of Fagus-GreCon within the scope of the service by way of remote maintenance or can be transmitted during it, the customer is obliged to notify Fagus-GreCon immediately. If Fagus-GreCon suffers damage due to the transmission of malware through the customer's software, the customer is obliged to compensate for these damages if he is at fault. |
| 3.4. | Fire prevention systems |
| | If the service of Fagus-GreCon concerns a fire prevention system, Fagus-GreCon points out that the use of water-polluting substances such as foam concentrates, wetting agents, corrosion protection, algae protection and/or frost protection may be necessary for the operation of extinguishing systems. Due to the system, the extinguishing medium may leak out of the building. Therefore, the operator must ensure that escaping extinguishing agents and fuels are properly collected and disposed of. Fagus-GreCon is not liable for environmental damage and/or environmental consequential damage and/or other damages of any kind based on the liability rules agreed in these service terms and conditions in the event of activation. |
| 3.5. | Industrial property rights |
| | Insofar as repair work is the object of the service provided by Fagus-GreCon and the object of the service was not delivered to the customer by Fagus-GreCon, the customer shall be obliged to inform Fagus-GreCon of any existing industrial property rights or copyrights of third parties with regard to the object of the service, insofar as Fagus-GreCon has not violated the property rights of third parties through gross negligence or willful intent. The customer shall be obliged to indemnify Fagus-GreCon against claims of third parties due to this violation in the event of the violation of property rights of third parties with regard to the object of the service. |
| 3.6. | Unfeasible repair |
| 3.6.1. | If the repair requested by the customer cannot be carried out for reasons for which Fagus-GreCon is not responsible, the customer is obliged to reimburse Fagus-GreCon for the time required for the preparation of the cost estimate and the time required to determine the non-feasibility of the repair (troubleshooting). This applies if the fault complained about did not occur during the provision of the service, if necessary spare parts cannot be procured, if the customer culpably missed the agreed date for the provision of the service or if the underlying contract was terminated during the provision of the service. |
| 3.6.2. | 3.6.2. If a service is cancelled/a repair cannot be carried out, Fagus-GreCon must only be obliged to restore the object of the service provision to its original condition on the express written instruction of the customer. In the event of such an instruction, the customer must bear the costs of the restoration, unless the measures carried out by Fagus-GreCon were not necessary. |
| 3.7. | Business secrets, machine data |
| 3.7.1. | When providing services, Fagus-GreCon may collect non-personal data (e.g. license data, software series, operating status, maintenance and diagnostic data) in relation to the object of the service or from the object of the service. The customer is aware that this data may constitute business secrets or other confidential information of the customer. |
| 3.7.2. | As far as this data constitutes business secrets or other confidential information of the customer, the customer expressly authorises Fagus-GreCon to inspect these business secrets. |
| 3.7.3. | Fagus-GreCon is authorised to use the collected non-personal data for the provision of the service and to share it with third parties for this purpose. Furthermore, Fagus-GreCon is authorised to use this non-personal data for general product development and improvement as well as for market analysis. Fagus-GreCon shall not be authorised to use non-personal data for other purposes with the prior written consent of the customer. |
| 4. | Special provisions for the delivery of movable property (including assembly) |

If the performance of Fagus-GreCon comprises the delivery of movable objects (including their assembly) or software, or if a success is owed according to the offer of Fagus-GreCon, clauses 3 (delivery time, delay in delivery), 4 (transfer of risk, acceptance), 5 (retention of title, 6 (warranty and claims for defects), 7 (liability on the part of Fagus-GreCon, exclusions of liability) shall apply in this respect. 5

(retention of title), Clause 6 (warranty and claims for defects), Clause 7 (liability on the part of Fagus-GreCon, exclusions of liability), Clause 8 (use of software), Clause 9 (installation conditions) and Clause 10 (statute of limitations) of the General Terms and Conditions of Business, Delivery and Installation of Fagus-GreCon Greten GmbH & Co. KG (in the currently valid version available at <http://www.fagus-grecon.com/de/allgemeine-geschaeftsbedingungen/>) accordingly.

5. Special provisions for services (inspection and maintenance work)

- 5.1. Fagus-GreCon shall not assume any warranty for material defects regarding the condition of the inspected or maintained system for services provided by Fagus-GreCon, unless Fagus-GreCon owes success.
- 5.2. For the services rendered by Fagus-GreCon, insofar as no success is owed by Fagus-GreCon, Clauses 7.4, 7.5, 7.6 (Liability on the part of Fagus-GreCon, exclusion of liability) and Clause 10 (Statute of limitations) of the General Terms and Conditions of Business, Delivery and Assembly of Fagus-GreCon Greden GmbH & Co. KG (in the respective valid version available at <https://www.fagus-grecon.com/de/allgemeine-geschaeftsbedingungen/>) accordingly.
6. **Data protection for remote services**
- 6.1. All employees of Fagus-GreCon are subject to confidentiality in accordance with Art. 28 para. 3 subpara. 1 sentence 2 lit. b GDPR due to their tasks. According to this provision, they are prohibited from processing personal data without authorisation.
- 6.2. According to Art. 28 para. 3 subpara. 1 sentence 2 lit. b GDPR, every employee of Fagus-GreCon is obliged to maintain the confidentiality of the processed personal data. This obligation also applies beyond the end of their employment with the company.
- 6.3. Fagus-GreCon ensures all organisational and technical measures for the protection of personal data in accordance with Art. 32 GDPR, while maintaining proportionality.
- 6.4. The customer shall be entitled to check compliance with the provisions of this agreement to the extent necessary. For this purpose, Fagus-GreCon shall grant unhindered entry and access to inspection-processing systems, programmes, files and information related to the performance of the activities after consultation. Fagus-GreCon shall provide the customer with all information required for the fulfilment of the control function.
- 6.5. A person responsible for data protection has been duly appointed at Fagus-GreCon. The customer shall inform Fagus-GreCon either of his data protection officer or of a specified contact person in the customer's company for data protection issues. The parties shall immediately notify Fagus-GreCon of any change of data protection officer or contact person.
- 6.6. Fagus-GreCon may use subcontractors within the scope of the fulfilment of the contractually commissioned activities, provided that the subcontractors have an equivalent level of data protection as Fagus-GreCon.
- 6.7. Fagus-GreCon shall inform the customer in writing and without delay about data protection-relevant incidents and violations of the contractual regulations.
- 6.8. This declaration shall not affect any general or further confidentiality obligations arising from the contractual relationship between Fagus-GreCon and the customer.

Compliance/Code of Conduct

- 7.1. Fagus-Grēcon is subject to its group-wide Code of Conduct, which is available in the current version at <https://www.fagus-grēcon.com/de/corporate-social-responsibility/>. This Code of Conduct, which is applicable to Fagus-Grēcon and implemented thereby by all employees in the company, can be made available in text form on request. Further explanations can be provided by our Compliance Officers.
- 7.2. Since Fagus-Grēcon has committed itself to its own Code of Conduct, the adherence to compliance regulations of customers (e.g. Code of Conduct, rules of behaviour or equal guidelines) shall not be required.
- 7.3. By concluding the contract, the customer recognises that he regards Fagus-Grēcon's Corporate Social Responsibility as equivalent to his own compliance regulations. Mandatory statutory provisions remain unaffected.

8. Force majeure

- 8.1. Any unforeseeable, serious event, in particular war, terrorist conflict, epidemics or labour disputes, which is beyond the control of a contracting party and which prevents a contracting party from fulfilling its obligations in whole or in part, including fire damage, floods, strikes and operational disruptions or official orders and lawful lockouts for which it is not responsible, shall constitute a case of force majeure.
- 8.2. If the contracting party is prevented from fulfilling its contractual obligations, it shall immediately notify the other contracting party of the occurrence and cessation of the force majeure. It shall use its best endeavours to remedy the force majeure and to limit its effects as far as possible.
- 8.3. The contracting parties undertake to adapt the contract to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the contracting parties are released from their obligations under the service contract and do not owe any compensation in this respect. In addition, either party may withdraw from the contract if it is foreseeable that an agreed fulfillment date will be exceeded by more than 12 weeks.

9. Applicable law; place of jurisdiction

- 9.1. All legal relations between Fagus-GreCon and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relations between domestic parties; the provisions of the UN-Convention on Contracts for the International Sale of Goods do not apply.
- 9.2. The place of jurisdiction is the court responsible for the registered office of Fagus-GreCon. However, Fagus-GreCon is entitled to take legal action at the headquarters of the customer.