



**WITTENSTEIN**

**General Terms and Conditions for the Repair of Machines, Systems and Products of WITTENSTEIN s.r.o.**

**1 Scope; Conclusion of a Contract; General Provisions**

- 1.1 These Repair Terms and Conditions apply exclusively to service and maintenance services as well as repairs rendered by us as Contractor and Customers who are entrepreneurs, provided these services are rendered outside of the Contractor's liability for defects.
- 1.2 These Repair Terms and Conditions shall take precedence over our supplementary General Terms and Conditions of Sale and Delivery which are available at <https://www.moogbrno.cz/terms-and-conditions.html>
- 1.3 If an order confirmation of the Contractor is available, it shall be decisive for the scope and details of the repair work.
- 1.4 If the product under repair was not supplied by the Contractor, the Customer must notify the Contractor of any intellectual property rights related to the product; if the Contractor is not at fault, the Customer shall indemnify the Contractor for and against any third-party claims based on intellectual property rights.
- 1.5 The Customer shall inform the Contractor in writing and in good time of any contamination, any residues in the items to be repaired that may be hazardous to health, as well as transport risks and any other repair-related measures to be taken.

**2 Impossible Repairs**

- 2.1 The Contractor may charge the Customer for services provided in preparing a cost estimate as well as for additional expenses incurred for which evidence can be provided (time to find a defect is equal to working hours) if the repair work cannot be done due to reasons for which the Contractor cannot be held responsible, in particular because the reported failure has not occurred while inspecting the product, or spare parts are not available, or the Customer is at fault for failing to comply with the agreed date, or the contract is terminated while the repair work is in progress.
- 2.2 The product under repair must be restored to its original state against reimbursement of the cost only at the explicit request of the Customer, unless the work done has actually not been necessary.
- 2.3 In the case of impossible repairs, the Contractor will not be liable for damage to the product under repair, or for violating secondary contractual obligations, or for damage that is not caused to the product under repair itself, irrespective of the grounds on which the Customer's claim may be based.
- 2.4 Repairs will not be carried out on parts that are older than 10 years or on parts to which additional Customer's modules or items were added.

**3 Quoted Price; Cost Estimate**

- 3.1 If it is possible, an estimate for repairs shall be given to the Customer when the contract is made. If no such estimate is given, the Customer may set cost limits in text form.  
  
If the repair work cannot be done for the charges estimated by the Contractor, or if the Contractor determines, while repairing the product, that work in excess of the estimate is needed, the Contractor must seek the Customer's approval if the charges exceed the estimated amount by more than 15%.
- 3.2 If the Customer wants to be given a cost estimate quoting fixed

prices before the repairs are performed, the Customer must explicitly request such a binding estimate. Unless otherwise agreed, such a cost estimate shall only be binding if it is submitted in text form and is explicitly designated as binding. The Customer will be charged for such an estimate if the Customer does not authorize the repairs within 14 days after the estimate was given. The Customer will not be charged for services provided in preparation of a cost estimate if and as far as these services can be used for performing the repairs.

**4 Prices; Terms of Payment**

- 4.1 The Contractor may request a reasonable down payment when the contract is made.
- 4.2 The invoice for repair charges must itemize the prices charged for parts and materials required for the repairs, and the prices charged for any special services, as well as the prices charged for labour, travelling and shipping. If the repairs are performed on the basis of a binding cost estimate, making reference to this estimate on the invoice will be sufficient, whereas additional services must be itemized on the invoice.
- 4.3 Any objection to an invoice on part of the Customer must be made in writing not later than 14 days after receipt of the invoice, otherwise the invoice in question shall be deemed approved.

**5 Assistance and Technical Support provided by the Customer when Repairs are performed outside the Contractor's Premises**

- 5.1 The Customer shall, at the Customer's expense, provide assistance for the repair team in performing repairs.
- 5.2 The Customer shall take any special action that is required to provide protection for persons and things at the location where repairs are performed. In addition, the Customer shall inform the Repair Team Manager of any special safety regulations provided such regulations apply to the repair team. The Customer shall notify the Contractor if the repair team fails to comply with these safety regulations. In the case of serious violations, the Customer may, after consulting with the Repair Team Manager, refuse the violator access to the location where the repairs are performed.
- 5.3 The Customer is obligated to provide technical support at the Customer's expense, in particular:
  - a) To provide qualified auxiliary staff as required and as many as are needed to perform the repairs and for the length of time required; the auxiliaries must follow the Repair Team Manager's instructions. The Contractor has no liability whatsoever for the auxiliaries. If the auxiliaries cause any defect or damage due to the Repair Team Manager's instructions, the applicable provisions of the Contractor's General Terms and Conditions of Sale and Delivery shall apply.
  - b) To perform all construction work, provide the foundation and scaffolding, and provide the materials required.
  - c) To provide the required equipment and heavy-duty tools as well as the required articles and materials.
  - d) To provide heating, lighting, electricity, and water, including the connections required for these supplies.
  - e) To provide dry and lockable rooms required for storing the repair team's tools.
  - f) To protect the workplace and materials used for the repairs against any detrimental impact whatsoever, and to clean the workplace.



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- g) To provide appropriate and theft-proof lunchrooms and workrooms (equipped with heating, lighting, washing facilities, and sanitary facilities) as well as first aid for the repair team.
- h) To provide the materials and perform any other act required for adjusting the product under repair and for performing tests as agreed on in the contract.

5.4 Technical support provided by the Customer must guarantee that the repair team can start working immediately after they arrive on site, and that the repair team can perform the repairs without delay until the repairs are ready for acceptance by the Customer. If the repairs require special plans or instructions from the Contractor, the Contractor will make them available to the Customer at the right time.

5.5 If the Customer fails to fulfil its obligations, the Contractor, after granting a grace period, may, but is not obligated to, perform the acts owed by the Customer in lieu of the Customer and at the Customer's expense. This does not in any way affect the legal rights and remedies the Contractor may have.

### 6 Transport and Insurance for Repairs performed at the Contractor's Premises

6.1 Unless otherwise agreed in text form, the product under repair will be transported to and from the Customer's location - including packaging and loading as required - at the request of the Customer and at the Customer's expense; otherwise the Customer will deliver the product under repair to the Contractor's premises at the Customer's expense and collect the product at the Contractor's premises after the repairs have been completed.

6.2 The Customer shall bear the risk of loss or damage to products in transit.

6.3 At the request of the Customer, the product under repair will be insured against insurable transport risks, such as theft, breakage, or fire, during transportation to the Contractor and during return transportation if applicable, at the Customer's expense.

6.4 There is no insurance protection for the products that are being repaired at the Contractor's premises. The Customer will be responsible for maintaining existing insurance protection for the product under repair, such as insurance against fire, water damage from a burst pipe, windstorm, or machinery breakdown. The Contractor will take out insurance against these risks subject to prior agreement and only at the explicit request and expense of the Customer.

6.5 If the Customer fails to claim its product, the Contractor may charge storage fees for storing the product at the Contractor's premises. The product may, at the Contractor's option, also be stored in a different place. The Customer shall bear the costs and risks of storage.

### 7 Repair Times; Delay in Repairs

7.1 Any information provided about repair times is based on estimates and not binding.

7.2 The Customer may request that the Contractor agrees to a binding repair time, which must explicitly be described as binding, only if the scope of work has been determined definitely.

7.3 The Contractor meets the binding repair-time commitment if the product is ready for being delivered to the Customer, or, where testing is required, if the product is ready for being tested, on or before the date on which the period expires.

7.4 If the Customer authorizes additional repairs or if additional repairs are needed, the agreed repair time will be extended accordingly.

### 8 Acceptance

8.1 The Customer is obligated to accept the repairs as soon as the Customer is notified that the repairs have been completed and the required testing of the product, if agreed to, has been performed. If the repairs are not in conformity with the contract, the Contractor is obligated to remedy the defect. This shall not apply if the defect has an insignificant effect on the interests of the Customer or is due to a circumstance for which the Customer is held responsible. If a non-material defect exists, the Customer is not entitled to refuse acceptance of the repairs.

8.2 If acceptance of the repairs is delayed and the Contractor is not at fault for such a delay, acceptance will be deemed to be effected 2 weeks after the Customer was notified that the repairs were completed. The same shall apply in the event that the Contractor issues a (final) invoice after the expiry of 2 weeks since notification.

8.3 Acceptance of the repairs releases the Contractor from its liability for apparent defects, unless the Customer reserved the right to raise claims based on a specific type of defect.

### 9 Retention of Title; General Lien

9.1 The Contractor retains title to all accessories, spare parts, and replacement parts used for the repairs until all debts arising from the repair contract have been paid. More far-reaching security agreements may be made.

9.2 The Contractor shall have a lien in the Customer's product that is in the Contractor's possession for the purpose of the repair contract to secure the charges arising from the repair contract. The lien may also be used to secure charges arising from previous repairs or spare parts deliveries or any other service, provided they are in connection with the product under repair. The lien shall secure any other debt arising from the business relationship only if such debt is undisputed or has been confirmed by a final court decision.

### 10 Customer's Duty of Indemnification

If, while repairs are being performed outside the Contractor's premises, the equipment or tools provided by the Contractor are damaged or lost at the location where the repairs are performed and the Contractor is not at fault for such damage or loss, the Customer is obligated to reimburse the Contractor for such loss or damage. This does not apply to damage caused by normal wear and tear.