

General Terms and Conditions for Customer Service Agreements

Dated: 11/14

1. General information

All customer services are performed according to the following conditions. Other terms and conditions are only binding for ALPMA if expressly agreed in writing, either individually, or in the customer service agreement.

2. Intervals and labor requirements

2.1. Customer services are performed twice yearly, where possible in spring and fall. If requested, these services can be reduced to once a year.
2.2 The labor required for the maintenance depends on the number of machines registered for the service and their configuration.

3. Scope of services

- 3.1. Our customer services include the following tasks:
- General inspection of the machines and monitoring of operation, with and without product.
 - Discussions with operating personnel.
 - Functional test and, where applicable, readjustment of settings.
 - Lubrication of machines and check of all lubrication channels.
 - Checks for wear and tear and installation of relevant parts
- or
- notation of spare parts required.
 - Induction of personnel in ongoing maintenance, lubrication and cleaning tasks, as well as information on operating errors, where applicable.
 - Discussions with plant management.
- 3.2. The following tasks are explicitly **excluded** from the service works:
- Cleaning of machines subject to maintenance.
 - Daily lubrication tasks.
 - Tests with new products or similar.
 - Testing the safety equipment and putting it back into operation.

4. Work conditions

- 4.1. Any ALPMA-supplied tools or equipment damaged or lost on-site at the workplace must be replaced by the customer. This excludes any damage resulting from normal wear and tear.
4.2. The customer is responsible for ensuring the safety of the workplace, compliance with existing safety regulations and the appropriate working conditions.
4.3. For the execution of service work, the customer shall provide electric power, lubricants, cleaning materials, etc. and ensure that the engineer can work on the machines without interruption. Any lubricants supplied by ALPMA will be invoiced separately.

5. Basis of calculation and due date

- 5.1. The calculation of customer service tasks shall be based on the prescribed number of man-hours and invoiced after each visit. Prorated travel expenses will be apportioned to the man-hours, whereby commuting expenses and board and lodging are included on pro rata.
5.2. If the agreed working hours are exceeded, the additional man-hours are calculated at the normal rate, excluding travel costs to and from the customer.
5.3. If, at the request of the customer, the inspection services can only be performed outside normal working hours, we will charge the normal overtime rate. If the state of a machine is such that the prescribed number of man-hours is not required, the agreed fixed rate will still be invoiced.
5.4. The customer service fixed rates can only be calculated if the visits are carried out within the framework of a service tour that includes all customers. The costs for individual visits will be based on the normal installation rates.
5.5. If, in the course of the year, a company covered by the customer service agreement acquires an additional machine, the machine is not automatically included in the terms of the customer services. Any additional costs for the regular maintenance will be re-calculated by ALPMA.
5.6. The customer shall duly notify ALPMA if any machines are decommissioned, relocated to other works or otherwise disposed of.
5.7. Payments are due within 30 days after invoice days without deduction.

6. Advance notice

- 6.1. ALPMA will contact the customer in advance to agree a mutually convenient time for the planned customer services. The service engineers will be selected by ALPMA.
6.2. The machines must be made available to the service engineer on arrival, so that the engineer is able to carry out the agreed customer services. In special circumstances, the agreed date for the customer services may be postponed by one day.
6.3. If the machines are not made available on arrival of the service engineer, waiting time will be charged. Or the customer services will be carried out at a later date and a surcharge will be made for travel costs.

7. Confirmation of the customer

- 7.1. On completion of the service work, the engineer will write a report.
7.2. The engineer will complete the appropriate order form for any necessary or recommended spare parts.
7.3. The signature of the customer on the various documents indicates agreement by the customer, i.e. identifies the document as a confirmed order. It also indicates that the customer services have been accepted.

8. Liability

- 8.1. Our selected engineers undertake to perform all service work to the best of their knowledge and ability. In the event of damage that can be proven to be a result of gross negligence, intent or culpable violation of key contractual obligations by service personnel, ALPMA shall bear the costs of the repair to the customer service item. However, ALPMA shall accept no liability for direct or indirect consequential damage.
8.2. The customer has not right to any further claims, in particular with regard to cancellation, impairment or restitution of damage of any kind, including damage not incurred on the contract item itself. However, these limitations of liability do not apply to acts of culpable negligence causing death or personal injury.
8.3. This customer service agreement does not constitute an obligation to rectify free of charge any faults that occur between maintenance intervals.

9. Agreement period

- 9.1. The agreement is valid for a period of two years and can be cancelled in writing by either party on the 31.12. Should neither party implement its right to give notice, the agreement shall be extended for a further year by tacit agreement.

10. Concluding terms

- 10.1. In the event of any disputes stemming from this contract agreement, and if the customer is a registered merchant, a legal person under public law or a special fund, all actions must be filed before the court of law responsible for the headquarters of ALPMA.
10.2. ALPMA is also entitled to bring legal action at the headquarters of the customer.
10.3. This agreement is subject to German Law.
10.4. Should one or more provisions of this agreement become ineffective; this shall not affect the validity of the rest of the agreement.