

Terms and Conditions of Service

Valid as of 1 January 2018

The following Terms and Conditions of Service shall apply to all services rendered by AWG Fittings GmbH (hereinafter referred to as "AWG") – beyond the scope of its warranty obligations – on the equipment and parts it delivers. AWG shall not acknowledge any conflicting or deviating conditions of the Customer, unless it explicitly agrees to the application of such conditions in writing. AWG's General Business Conditions, the current version of which is posted on the website www.awg-fittings.com, shall be of secondary importance.



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1. Content of the Services

- 1.1 AWG shall only render its services at the request of the Customer. AWG shall carry out its services by arrangement and as soon as possible, as determined by the amount of time and staff at its disposal.
- 1.2 Services shall generally be rendered during normal business hours. Services may also be carried out outside normal business hours, but the additional costs listed in Section 2 shall apply.
- 1.3 Depending on the Customer's request and the objective necessity of the situation, services shall either be carried out on the Customer's premises (at the location of the object to be serviced), at AWG's facilities or on the premises of service partners. If the necessary work is to be carried out at AWG's facilities, the Customer shall send the faulty items to AWG. The costs of sending and returning such items shall be borne by the Customer.
- 1.4 If AWG's service technicians are deployed, they shall be instructed to restrict their services to the reported fault or the object of the requested service. AWG's service staff are neither obliged nor authorised to carry out service work requested by the Customer on other objects without the consent of AWG's service managers. This shall not apply to incidents that pose a significant threat to fire protection and must be remedied immediately.
- 1.5 Once AWG's service staff have completed their work, they shall provide the Customer with any necessary technical information regarding the affected object or rendered services.
- 1.6 AWG's service staff are not authorised to make legally binding statements on behalf of AWG. Binding agreements may only be made with AWG's service managers or managing directors.

2. Costs

The costs incurred during AWG's service calls shall always be borne by the Customer, regardless of whether the Customer can also charge a third party for such costs. AWG may only issue invoices to its Customer; invoices issued to third parties shall not be accepted.

3. Calculation of Costs

Travel time and travel costs for round trips shall be calculated from Ballendorf. Payments for services shall be payable in full and immediately upon receipt of invoice. These costs can be found in the current Price Sheet for Services (Annex 1).

4. Cost Estimates

If possible, the Customer shall be given a non-binding estimate of the anticipated costs once the contract has been concluded. If the repair work cannot be carried out at this price – or if it becomes apparent that additional work, parts or materials are necessary – these costs may be exceeded. If it becomes apparent during the work that the costs will need to be exceeded by over 20% to properly carry out the services, the Customer must be informed of this; it shall be deemed that the Customer has given its consent if it does not immediately object to the continuation of the work. If the Customer would like to receive a cost estimate with binding prices before the repair work is carried out, it must explicitly request this. Such cost estimates shall only be binding if submitted in writing and described as such.

5. Cooperation of the Customer

- 5.1 The Customer must ensure that the services can be started as soon as AWG's service staff arrive on site, and that the work can be carried out without delay until complete. The accessibility of the equipment and facilities to be serviced must be guaranteed at all times. Working conditions must meet all legal requirements, especially for the prevention of accidents.
- 5.2 The Customer shall keep all necessary technical equipment in good working order and make it available to the service staff. The Customer shall provide all the auxiliary and operating materials required for the operation of the equipment and facilities to be serviced.
- 5.3 The Customer shall provide the specialist staff needed to properly operate the technical facilities.
- 5.4 An interpreter must be provided if necessary.
- 5.5 The Customer must fulfil all these cooperation obligations free of charge. If the Customer fails to fulfil its obligations, AWG shall be entitled – but not obliged – to carry out the activities owed by the Customer at the latter's expense.

6. Interruption of the Services / Delay in Assembly

- 6.1 The services shall generally be carried out in one go without interruptions. If this is impossible due to reasons not attributable to AWG or its service staff, the Customer must bear any costs incurred, especially for the additional outward and return journeys made by the service staff. This shall also apply if it only becomes apparent during the execution of the services that spare parts need to be procured and are not immediately available. In all such cases, AWG shall endeavour to finish its services as soon as possible, but the additional costs must be reimbursed.
- 6.2 AWG shall be entitled to interrupt its ongoing services for a short amount of time if its service staff are urgently required elsewhere (e.g. due to a major breakdown reported by another client that requires immediate attention). AWG shall bear all resulting additional costs apart from any compensation claims held by the Customer for the interruption. Such interruptions shall be kept to the necessary minimum.
- 6.3 If assembly work is delayed by measures arising from labour disputes – especially strikes and lockouts – or by the emergence of circumstances not attributable to AWG, the installation deadline shall be extended by a reasonable period, provided such obstacles have demonstrably and considerably affected the installation work.



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7. Termination by the Customer

If the Customer terminates the contract, it must pay for all the work and costs incurred to that date, including any expenses for spare parts that have been ordered or already procured. AWG shall be entitled to charge the agreed amount for the unrendered services, minus any expenses saved.

8. Warranty and Liability

8.1 The warranty period for the rendered services shall be 12 months from the date of acceptance. Any faults in the services rendered by AWG must be reported to AWG as soon as they are discovered. The complaint obligations set forth in Section 377 of the German Commercial Code (HGB) shall apply. AWG shall not be liable for any loss or damage resulting from the late notification of faults in the services it has rendered. The warranty period for the rendered services shall be 12 months. Any faults in the services rendered by AWG must be reported to AWG as soon as they are discovered. The complaint obligations set forth in Section 377 of the German Commercial Code (HGB) shall apply. AWG shall not be liable for any loss or damage resulting from the late notification of faults in the services it has rendered.

8.2 In the event of legitimate complaints, AWG shall make sure the faulty services are remedied. The Customer shall only have further warranty claims after two failed attempts to remedy the problem.

9. Acceptance

9.1 Once the work has been completed, the Customer must check whether it has been carried out properly.

9.2 The service staff must give the Customer a service report to sign, including the amount of hours travelled and worked, the spare parts installed, and the materials used. By signing the service report, the Customer shall declare that the services have been carried out as instructed. AWG's service administration shall enter the time needed for the return journey once the service technicians have returned. Once the service report has been signed – and at the latest once the serviced item has been recommissioned and used – the services shall be deemed accepted.

9.3 If acceptance is delayed through no fault of AWG, the rendered services shall be deemed accepted five days after AWG's service administration has declared the completion of the work by sending a copy of the service report with the working and travel time. This shall also apply if the service report cannot be immediately signed because, for instance, no authorised member of staff is available to sign upon the service technicians' departure, and the rendered services therefore cannot be confirmed with a signature.

10. Passage of Risk and Transportation

The Customer shall be responsible for the transportation and return of items; the Customer shall also bear the risk of accidental loss or damage during transport. If the contracting parties agree that AWG should transport the items, this shall be done at the expense and risk of the Customer. The items handed over by the Customer for repair shall not be insured by AWG against fire, theft, or any damage incurred during transportation or storage, etc. These risks must be covered by the Customer, and proof of this protection must be presented to AWG upon request.



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