

General Terms and Conditions for Services (GTCS)

1. Scope

The following conditions apply to all services between GEDA GmbH (hereinafter referred to as “GEDA”) and the Contractual Partner in each case.

According to the following General Terms and Conditions for Services (GTCS), services mean all maintenance, servicing, function tests, safety inspections and similar, as well as the assembly of GEDA products.

The General Terms and Conditions (“GTC”) of GEDA GmbH also apply to repairs, installations, conversions, modernisations and new deliveries – refer to <https://www.geda.de/en/tos/>.

Any terms and conditions of the Contractual Partner that deviate from, contradict or supplement these General Terms and Conditions for Services (GTCS) shall only apply with the written consent of GEDA. These GTCS apply to the present transaction and to all future orders.

2. Performance of the services; scope of services; prices

The services shall be performed in accordance with the contractual agreements and the generally recognised rules of technology at the time of conclusion of the contract.

All work shall be carried out on weekdays during normal working hours (Mon-Thu, between 07:30 and 16:30, Fri between 07:30 and 14:15) by GEDA or a service partner authorised by GEDA. Work that is to be carried out outside normal working hours at the request of the other part (except for emergency service cases) must be agreed separately. These working hours and emergency service cases shall entitle GEDA to charge surcharges, such as night, emergency service, public holiday, Saturday and Sunday surcharges, at GEDA's increased rates.

The remuneration and the scope of services are regulated in the applicable service agreement or in the offer and in the order confirmation. If the remuneration is not expressly agreed as a fixed sum, services shall be invoiced according to work and travel time and any waiting times, if applicable, at the GEDA rates applicable at the time of the order, plus the applicable statutory VAT. Services which exceed the agreed scope of services, such as repairing damage or correcting faults, e.g. as a result of improper use, shall also be invoiced separately in accordance with the rates applicable at the time that the service is performed. The current rates shall be sent to the Contractual Partner with the order confirmation.

In general, all taxes, duties and other levies within the seller's country shall be borne by the seller. All taxes, fees and other charges (e.g. withholding tax) within the buyer's country / shipping countries are the responsibility of the buyer.

- GEDA shall pay the remuneration according to statements of work signed by the Contractual Partner.
- GEDA shall be entitled to charge for a minimum of four hours per day.
- Delays, waiting times and/or periods of on-call duty for which GEDA is not responsible shall be charged as normal working hours.
- Additional expenses that cannot be controlled and/or have not been caused by GEDA (e.g. force majeure) shall be invoiced additionally.
- The Contractual Partner shall provide a visa for GEDA employee(s) in good time (if required), unless the visa application must be made by an authorised person/company under the statutory provisions. The costs for obtaining a valid visa/valid visas shall be borne by the Contractual Partner.
- The client shall reimburse GEDA for the costs of travel to and from the site, economy class air tickets, and accommodation, if required, in each case plus a 10% handling fee.
- The Contractual Partner agrees to a replacement of the service personnel deployed by GEDA after 21 calendar days. GEDA reserves the right to withdraw personnel from the site if work cannot be continued for a period of more than three (3) working days.
- GEDA reserves the right to have the work that is commissioned carried out by an authorised service partner.
- Unless otherwise agreed, spare parts, operating materials and consumables are not included in the remuneration and shall be invoiced as additional charges by GEDA. The disposal of defective or removed parts is also not included in the scope of services, unless otherwise contractually agreed or required by law, and must therefore be paid for additionally.
- GEDA runs an operator and maintenance briefing after the hoist has been installed and commissioned (precondition for use of the hoist).
- A comprehensive training programme on theoretical and practical topics is available on request at GEDA's headquarters in Germany.
- Insignificant or negligible adjustments and minor deviations from the agreed quality are permissible insofar as such changes to performance under the contract are reasonable for GEDA's Contractual Partner. Reasonable changes are improvements according to the latest state of science and technology, technical modifications, improvements of the design and improvement in the choice of materials.

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On request and by separate agreement, GEDA shall provide the services by telephone or via remote maintenance. In this case, the following applies in addition:

- GEDA services are provided by telephone or remote service on weekdays during normal working hours (Mon-Thu, between 07:30 and 16:30, Fri between 07:30 and 14:15).
- GEDA endeavours to provide services free of interruptions, but it is not possible to exclude the risk that the transfer of information is interrupted or fails, even with the greatest possible care.
- There is no entitlement to a fault-free connection at all times; in particular, GEDA is not liable for an Internet connection functioning correctly.
- In the event of power failures or other outages caused by circumstances for which GEDA is not responsible, GEDA shall be released from its obligation to provide the service; in particular, any delays caused as a result shall not give rise to claims against GEDA, irrespective of the legal grounds.
- The necessary data and transfers of data for the purpose of remote maintenance shall be made in a form that is adequately encrypted.
- GEDA shall inform the customer immediately if the problem/maintenance that has occurred cannot be solved by remote maintenance or by telephone. In this case, the parties shall arrange a service appointment directly at the customer's site.
- For fault analysis, the customer must describe the fault as precisely as possible and provide GEDA with any further information and documents that are required in full and in good time.
- The customer shall bear sole responsibility for remote maintenance by GEDA complying with data protection law and shall indemnify GEDA against any claims on any legal grounds in this regard.
- The customer is responsible for backing up the latest data in a suitable form.
- If security passwords are disclosed during telephone service or remote maintenance, the customer must change them itself immediately after GEDA has completed the maintenance work.
- GEDA accepts no liability for the content of information and services provided by telephone being correct or complete; in all other cases, GEDA shall only be liable for intent or gross negligence.
- In the event of liability for negligent breach of a material contractual obligation, GEDA's liability shall be limited to the damage that is typically foreseeable for the contract.
- Such material contractual obligations are contractual obligations the fulfilment of which makes proper performance of the contract possible at all and on compliance with which the customer may ordinarily rely.
- Further claims by the customer, irrespective of the legal grounds, are excluded. GEDA shall not be liable for consequential damage/loss caused by a defect or for other financial loss, in particular not for loss of profit.
- GEDA accepts no liability for external connections and/or internet services being available.
- Insofar as GEDA's liability is excluded or limited, such exclusion and limitation shall also apply to the personal liability of GEDA's employees, legal representatives and agents.

3. Terms of payment and cancellation of orders

GEDA shall be entitled to demand payment in advance plus VAT. Otherwise, invoices must be paid within 14 days of the invoice date without applying any discount, unless a separate agreement has been made.

If the Contractual Partner requires certain documents to settle the invoice (e.g. extract from the commercial register, certificate of residence, etc.), these must be requested from GEDA already at the time the order is placed or at the latest before the invoice is issued.

If the financial circumstances of the Contractual Partner deteriorate significantly after conclusion of the contract or if such deterioration had already occurred at the time of conclusion of the contract, but only becomes known subsequently, GEDA may demand advance payment or collateral from the time it becomes aware of such deterioration and may refuse performance until such demand is met.

In the event of cancellation at short notice of the agreed service appointment or postponement of the appointment from 2 weeks before the scheduled appointment, GEDA shall be entitled to charge the Customer either the additional costs incurred because of cancellation/postponement or alternatively a flat-rate fee of 10% of the net order value.

4. Default of payment

In the event of late payment or extension of time for payment, GEDA shall be entitled - with reservation of the right to assert a claim for the actual damage caused by the delay - to charge interest on the claims for the period of the delay, in accordance with the statutory provisions in Section 288 of the German Civil Code (BGB). During the period of default, GEDA shall not be obliged to carry out services, in particular maintenance or servicing, provided that the Contractual Partner has previously been granted a reasonable period of grace for payment and the period has elapsed without success.

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5. Obligations of the Contractual Partner

Unless otherwise agreed in writing with GEDA, the Contractual Partner must provide all necessary cooperation promptly and free of charge that are required to perform the services in accordance with the contract and in particular to ensure compliance with the obligations set out below.

- The Contractual Partner shall provide accommodation and food according to European standards, as well as drinking water in sufficient quantity, and sanitary facilities and first aid.
- The Contractual Partner is responsible for local transport to and from the place of deployment; if this must be organised by GEDA itself, the Contractual Partner shall reimburse all the costs that are incurred.
- Lifting equipment and tools shall be provided on site by the contractor, who will also ensure that an operating power supply point is available. GEDA shall provide a list of the equipment and tools to be provided by the Contractual Partner for this purpose.
- The Contractual Partner shall ensure safe access to the facility and ensure that, at the latest at the time of completion of the daily work, there is an authorised representative on site who is authorised to sign GEDA's statements of work.
- If the erection of scaffolding or climbing aids is necessary for performance, the Contractual Partner shall provide appropriate, approved and tested scaffolding and climbing aids on site in accordance with national and/or local requirements.
- If the service contract includes correcting faults, the Contractual Partner must inform GEDA immediately of any faults that occur.
- The Contractual Partner shall notify GEDA without delay in writing or in text form of any changes of title and rights of use, insofar as the changes affect performance of the contract or the performance of the services or GEDA otherwise has a justified interest in being notified. Otherwise, such changes shall not be at the expense of GEDA.
- If the Contractual Partner fails to comply with its obligations to cooperate or only complies with them to a limited extent and GEDA incurs loss or additional expenses as a result, such as travel costs and working hours, the Contractual Partner must reimburse such loss and expenses. The above shall also apply in the event of default of acceptance by the Contractual Partner.

6. Temporary shutdown of the facility

If there is a service contract with GEDA for maintenance of a facility, the Contractual Partner must inform GEDA immediately in writing of any temporary shutdown or taking out of service of the facility. After written notice, the service contract shall be suspended or terminated until the end of the normal, upcoming billing period. If GEDA is not informed immediately in writing and undertakes maintenance attempts, such attempts shall remain chargeable as additional charges. After being taken out of service, the Contractual Partner shall have the facility checked by specialist personnel from GEDA, a service partner authorised by GEDA or another competent company authorised for this purpose before it is put back into operation. The costs for this, including any overhaul and cleaning work, shall be borne by the Contractual Partner. GEDA shall not be liable for defects or damage caused by third parties putting the facility back into operation incorrectly.

7. Equipment assembly

The following also applies to equipment assembly: Assembly costs specified in an offer are not binding; they are only calculated as final costs after full technical finalisation of the project. Acceptances by third parties (e.g. TÜV/DEKRA) are not included in the offer. Participation in such acceptances by third parties is also not included in the calculation and is charged separately. The commissioning of a third party to carry out the acceptance is the responsibility of the Contractual Partner and the Contractual Partner shall itself bear the costs incurred as a result.

Daily preparation/set-up times for a maximum of 0.5 hours are included in the scheduled assembly time. Any further preparation and/or set-up times shall be charged as additional charges. Local requirements/standards and/or special site requirements are not considered in the calculated assembly time and/or the scheduled time for putting into operation and/or inspection and shall be charged separately.

The calculation is based on daily working time of 9 hours plus 1 hour for daily transfer to the site (without breaks) and a 6-day week. If there are local deviations, the daily driving/working times shall be adjusted accordingly. Travel days for arrival and departure are calculated as working days.

GEDA keeping work records on a daily basis is included in the scheduled assembly time. If additional documentation is required, this shall be charged separately.

If GEDA only provides a foreman, the Contractual Partner must provide skilled workers for the mechanical and electrical installation of the hoist on site.

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The Contractual Partner is also solely responsible for the following:

- Appropriate lighting during installation of the equipment.
- Non-standard hoist shaft covers and barriers for hazard areas during the entire period of assembly and installation.
- Disposal of the packaging material and any accumulated waste.
- Installation of lighting in accordance with standards specifications at landing levels, floor and other associated hoist areas.
- Inspection/acceptance of the hoist by authorised bodies.
- A suitable foundation which is designed for the hoist based on the force calculation and the structural analysis.
- Appropriate anchoring points, supports including the associated materials for attaching the ladder section and mast ties, which are designed for the occurring forces/loads in accordance with the manufacturer's drawings and contractual stipulations.
- Landing level doors or support, platforms, planks, screens and other safety devices in accordance with applicable standards and/or GEDA drawings.
- Preparations of the hoist shaft/travel path according to valid standards and/or GEDA drawings.
- The power supply in accordance with the wiring diagram and in accordance with EN 50160 (Voltage characteristics of electricity supplied by public distribution networks) and EN 61000 (Electromagnetic compatibility).
- The plumbline for mast installation and the marking for the mast zero point or a centre line and the associated reference markings on the structure at the level of each mast tie. Detailed information on this can be found in the drawings.
- All areas which state "to be provided by the customer" on the manufacturer's drawings.
- A staging area near the hoist assembly site.
- All work above the hoist or in the direct vicinity of the hoist during installation work is prohibited and must be stopped.
- The installation of the hoist. Note: An acceptance on site by GEDA or by a party authorised by GEDA is required for issuing the CE certificate.
- Compliance with all required country-specific and site-specific safety instructions.
- Organisation and provision of all required local approvals. The costs incurred for this must be paid by the Contractual Partner.
- The costs for verifications/certificates, work permits, health checks and other tests/checks – whenever these are required.
- Provision of all information regarding the required documents (e.g. process descriptions, hazard assessments, etc.).

The Contractual Partner shall ensure that the project-related documentation and all conversation can be conducted in German.

8. Liability for defects

If a service that has been provided is defective, GEDA shall have the choice of correcting the defect or providing the service again within a reasonable time period. If the defect cannot be corrected despite several attempts, the Contractual Partner shall be entitled to withdraw from the contract or demand a reduction in the price insofar as the defect is significant.

If an inspection shows that there is no defect for which GEDA is responsible, the Contractual Partner shall reimburse GEDA for the costs incurred for the inspection, travel, travel time, labour, overnight accommodation, material costs and, if applicable, disassembly and installation costs.

There shall be no liability for material defects (warranty) if the Contractual Partner modifies the subject of the contract or has it modified by third parties without GEDA's consent. Improper storage, transport, assembly and use shall also be treated as a modification in this regard. In all cases, the Contractual Partner shall bear the additional costs of correcting the defect resulting from the modification.

During the term of a service contract for the maintenance of a system, the Contractual Partner shall have all work on the system carried out by GEDA or its agents only to ensure safe operation of the facility. If third parties interfere with the maintained equipment, any warranty claims may only be asserted if the Contractual Partner can clearly prove that a defect was not caused in connection with the interference of a third party.

9. Liability and compensation

GEDA shall only be liable for damage/loss that has not occurred to the equipment under the contract in the event of intent or gross negligence, culpable injury to life, limb and/or health, and defects that have been fraudulently concealed. In the event of culpable breach of material contractual obligations, GEDA shall also be liable in the event of gross negligence by non-executive employees and in the event of minor negligence. For minor negligence, however, liability shall be limited to the reasonably foreseeable damage typical of the contract, unless there is injury to life, limb or health. Further claims for damages are excluded.

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10. Limitation

The limitation period for warranty claims of all kinds is 12 months. The period shall start from the date of acceptance.

11. Fitters/technicians - no power or representation

GEDA fitters/technicians and other persons commissioned by GEDA to provide the service are not authorised to accept notices of defects or to make binding declarations regarding complaints with effect for and against GEDA. They are also not authorised to accept verbal orders or to make amendments or additions to the contract. Unless they have written authorisation to collect payments, fitters/technicians are not authorised to receive funds on behalf of GEDA.

12. Offsetting and rights of retention

The Contractual Partner shall only have the right to offset if its counterclaim has been legally established or is undisputed. The Contractual Partner shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

13. Force majeure

The parties shall be released from their respective obligation to perform if and insofar as such obligation cannot be fulfilled for reasons of force majeure. Force majeure means any event beyond the control of either of the parties, such as natural disasters, armed or terrorist conflicts, fires, epidemics, pandemics, import or export bans, labour disputes, as well as the interruption of the supply of raw materials and/or energy.

If the event of force majeure lasts longer than 60 calendar days, either party shall be entitled to terminate the contract.

14. Data protection and confidentiality

The Contractual Partner can access the data protection declarations for the processing of personal data under the following link: <https://www.geda.de/datenschutzerklaerung/>

The Contractual Partner undertakes to treat information and documents, such as data, plans, drawings, knowledge, calculations and any business and trade secrets obtained during cooperation with GEDA as confidential and not to make them accessible to any third party and to use them exclusively for the performance of this contract.

The Contractual Partner shall also oblige its employees, who are entrusted with the contractual relationship, to observe confidentiality in the same way.

If confidential information is handed over to the Contractual Partner, it remains the exclusive property of GEDA. It must not be disclosed to third parties.

15. Amendments to the GTC

GEDA is entitled to amend these GTC at any time unilaterally. If the event of such amendment, GEDA shall inform the Contractual Partner in writing of the respective changes to the GTC. If the Contractual Partner does not object to the amended GTC within a period of 30 calendar days of receipt of notice of the amendment to the GTC, the Contractual Partner's silence shall be deemed to be consent to the amendments.

16. Miscellaneous

All contractual relations shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The sole place of performance is 86663 Asbach-Bäumenheim, Germany. The exclusive place of jurisdiction is Augsburg, Germany.