

General Terms and Conditions for Maintenance and Repair Services of Contichrom Systems

1. Scope and applicability

This general terms and conditions (hereinafter “GTC”) shall apply to any maintenance and repair service (hereinafter “Service”) provided by ChromaCon AG (hereinafter “Contractor”) to its customers (hereinafter “Customer”). The applicability of any other general terms and conditions, in particular of the Customer, is fully excluded. Any changes to these GTC are only valid if duly executed by both parties in writing.

2. Contract services

2.1 Services covered by an annual preventive maintenance service contract (hereinafter PM Contract)

The Contractor shall provide the services as set forth in the individual PM Contract. These services shall be covered by the annual maintenance fee agreed in the PM Contract.

The following spare parts are included in the preventive maintenance contract:

- a) Pump maintenance kit for CUBE 30/100
- b) Peek Check Valve Capsules
- c) Pump pistons, for CUBE 30/100
- d) Valve rotors and stators for 6-, 7- and 9-port valve

2.2 Services at additional charge

The following services are not included in the PM Contract and will be charged separately at the applicable hourly rates (see Prices of Preventive Maintenance Contracts_CHF / Prices of Preventive Maintenance Contracts_EUR):

- Elimination of faults or malfunctions which are due to improper use of the system or to other external influences or improper handling for which the maintenance contractor is not responsible.
- Extension or dismantling of CUBE components and/or accessories as well as the work that has become necessary because the Customer has not immediately reported any malfunctions or damage that have occurred.
- Changes to the user data or the scope of services of the CUBE system
- Additional costs for maintenance and services provided at the request of the Customer outside the maintenance company's usual business hours.
- Additional costs already incurred if maintenance work cannot be carried out at the planned and agreed time due to the fault of the customer (including e.g. salary and travel expenses).
- Additional costs caused by non-compliance with the regular service intervals.
- Additional telephone or web-based advice and support exceeding the scope according to paragraph 1.
- Spare parts other than those listed in point 2.1.
- Lamps for external UV detectors.

2.3 General services provisions

The Contractor shall be entitled to make changes to the promised Services, provided that such changes do not lead to any deterioration and do not result in any increase in charges to the Customer.

Unless otherwise agreed in writing or by e-mail, the Contractor shall provide its Services without documentation and no training shall be provided.

The Contractor shall be entitled to engage third parties to perform the services.

3. Prerequisites and Customer duties to cooperate:

The Customer shall ensure unhindered access to the cleaned system. The cooperation also includes the provision of electricity, water, etc. free of charge. In addition, the Customer shall provide the materials as requested by Contractor. The customer shall ensure that the Contractor has access to the system for 8 working hours per day to carry out the maintenance work.

4. Warranty

The provision of maintenance and repair services in accordance with the terms and conditions agreed herein shall be subject to compliance with the recommended maintenance intervals as set out in the most recent version of the document “Annual Preventive Maintenance & Repair Services”. The maintenance of faults or malfunctions demonstrably caused by non-compliance of the customer with the agreed maintenance intervals shall be subject to the conditions of paragraph 2.2 above.

If the services covered by the PM Contract are defectively performed by the Contractor or if the spare parts which were installed during the maintenance are defective, the Contractor shall remedy the defect within a reasonable period of time upon the Customer’s request. If rectification is not carried out within a reasonable period of time or if rectifications do not lead to success, the contract can be terminated by mutual agreement, or a reduction of the maintenance fee can be agreed between the parties until the defect has been rectified.

All other claims of the Customer are excluded, in particular any claim for compensation for damage that has not occurred to the equipment itself.

The Customer shall report obvious damage or defects in writing immediately after becoming aware of the defect but in any case not later than 14 days after completion of the work. If the Customer fails such notification within the aforesaid period, all his claims related to the respective defect shall be forfeited.

5. Liability

The Contractor shall not be liable for consequential damages, including lost profits and for other indirect damages, in particular in the event of business interruptions.

Moreover, the Contractor shall not be liable for any defects or delay in delivery of spare parts not manufactured by the Contractor. In such case, the Contractor shall, however, assign its claims against the respective supplier of such spare parts to the Customer.

6. Replacing the Contractor

The Contractor may transfer the rights and obligations under the PM Contract to a third party. The Customer may terminate the contract immediately if the Contractor makes use of this transfer option.

7. Transfer of the System to third parties

If the Customer leaves systems or parts of systems to a third party, its obligations under this contract shall remain in force unless the third party enters into the contract with the written consent of the Contractor.

Contractor shall be free to terminate the contract with immediate effect if Customer transfers the CUBE system outside Europe.

8. Termination

In addition to the termination rights set forth herein, the PM Contract may be terminated in accordance with the rules set forth in the respective PM Contract.