

Supplementary conditions for repairs

Status July 2024

1. General Scope of Application

- 1.1 These Terms and Conditions shall apply exclusively to the items delivered by VACOM (hereinafter referred to as "Repair Item"), insofar as this is not a warranty for defects.
- 1.2 These conditions (as supplementary or replacement conditions) adapt the General Section's conditions to repair services.

2. Conclusion of Contract

- 2.1 Upon conclusion of the contract, the Customer shall inform VACOM in writing of all circumstances relevant to the repair, particularly any contamination. Irrespective of whether repair services are carried out in or outside the VACOM factory, the Customer must complete the declaration of contamination provided by VACOM. If the item to be repaired is to be sent to VACOM, the declaration of contamination must be attached to the outside of the package. If the declaration of contamination is not included, the shipment will be returned at the Customer's expense. The Customer shall be liable for the correctness and completeness of the information provided in the declaration of contamination and for any damage caused by an incorrect and/or incomplete declaration of contamination. VACOM reserves the right to refuse acceptance of the repair item in the event of certain contamination or to charge the Customer additional costs for decontamination.

3. Prices, Cost Estimate

- 3.1 As far as possible, the Customer shall be provided with an estimated repair price in a cost estimate upon conclusion of the contract.
- 3.2 If the repair cannot be carried out at the quoted price or if VACOM deems it necessary to carry out additional work during the repair, the Customer's consent must be obtained if the quoted price must be exceeded by more than 15%.
- 3.3 If a cost estimate with binding price estimates is desired before the repair is carried out, the Customer must expressly request this. Unless otherwise agreed, such a cost estimate shall only be binding if it is submitted in writing and expressly designated as binding.
- 3.4 The services rendered for the submission of a cost estimate as well as the further expenses incurred and to be documented (troubleshooting time equals working time) shall be invoiced to the Customer if the repair cannot be carried out for reasons for which VACOM is not responsible, in particular because the fault complained of did not occur during the inspection, spare parts cannot be procured, the Customer has culpably missed the agreed deadline or the contract has been terminated during execution.
- 3.5 VACOM shall be entitled to demand a reasonable advance payment upon conclusion of the contract if there is an objective reason for doing so.
- 3.6 When calculating the repair, prices for parts, materials, and special services used and labor, travel, and transport costs shall be shown separately.

3.7 Any correction of the invoice by VACOM and a complaint by the Customer must be made in writing no later than two weeks after receipt.

4. Retention of Title, Lien

4.1 VACOM retains ownership of all accessories, spare parts, and replacement units used until all payments from the repair contract have been received. Further security agreements can be made.

4.2 VACOM shall be entitled to a lien on the Customer's repair item that has come into its possession on the basis of the repair contract due to its claims arising from the repair contract. The right of lien may also be asserted for claims arising from previously performed work, spare parts deliveries, and other services related to the repair item. The right of lien shall only apply to other claims insofar as these are undisputed or legally binding.

5. Repair Deadline

5.1 The information on repair times is based on estimates and is therefore not binding.

5.2 The Customer may only demand the agreement of a binding repair deadline, which must be designated as binding once the scope of the work has been precisely determined. The binding repair deadline shall be deemed to have been met if, by the time it expires, the item to be repaired is ready for acceptance by the Customer or, in the case of a contractually agreed test, ready for the test to be carried out.

5.3 If additional and extension orders are placed later or additional repair work is necessary, the agreed repair period shall be extended accordingly.

5.4 If the repair is delayed due to the occurrence of circumstances for which VACOM is not responsible, irrespective of whether they occur at VACOM, at the Customer, or at a third party, the repair period shall be extended appropriately as far as possible.

6. Acceptance

6.1 The Customer is obliged to accept the repair work as soon as he has been notified of its completion and any contractually agreed testing of the item to be repaired has occurred.

6.2 If the repair is not in accordance with the contract, VACOM shall be obliged to remedy the defect. This shall not apply if the defect is insignificant to the Customer's interests or is based on a circumstance attributable to the Customer. If the defect is insignificant, the Customer may not refuse acceptance.

6.3 The repair work shall also be deemed accepted if VACOM has set the Customer a 14-day deadline for acceptance after completion and the Customer has not refused acceptance within this deadline, stating at least one significant defect. The use of the repair item in live operation shall also be deemed as acceptance.

6.4 VACOM's liability for recognizable defects shall lapse upon acceptance unless the Customer has reserved the right to assert a specific defect within the scope of the acceptance or a constellation, according to Clause 6.3. In addition, the risk of accidental loss and accidental deterioration of the object of repair shall pass to the Customer.

7 Claims for Defects and Limitation Period

- 7.1 After acceptance of the repair, VACOM shall be liable for defects in the repair so that VACOM must rectify the defects. The Customer shall immediately notify VACOM in writing of any defect found.
- 7.2 Liability shall not apply if the defect is insignificant for the interests of the Customer or is based on a circumstance attributable to the Customer. This applies in particular to parts provided by the Customer.
- 7.3 Improper modifications or repair work carried out by the Customer or third parties without the prior consent of VACOM shall invalidate VACOM's liability for the resulting consequences
- 7.4 In urgent cases of danger to operational safety and to prevent disproportionately large damage, whereby VACOM must be notified immediately, the Customer shall have the right, within the framework of the statutory provisions, to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary costs from VACOM.
- 7.5 If the complaint is justified, VACOM shall bear the costs necessary to remedy the defect, provided that this does not result in a disproportionate burden for VACOM.
- 7.6 The limitation period for claims for defects is governed by point 11.9 of the general part of the GTC.

8. Liability

- 8.1 If parts of the item to be repaired are damaged through the fault of VACOM, VACOM shall, at its discretion, repair them at its expense, supply new parts, or provide a replacement. The Customer must prove that the cause of the damage lies within VACOM's area of responsibility.
- 8.2 Conditions of the General Section apply accordingly to this chapter.

9. Cooperation and Technical Assistance of the Customer for Repairs Outside the VACOM Factory

- 9.1 The Customer shall support VACOM's repair personnel in carrying out the repair at its expense.
- 9.2 The Customer shall take the special measures necessary to protect individuals and property at the repair site. He shall also inform the repair manager about existing special safety regulations insofar as they are important to the repair personnel.
- 9.3 The Customer is obliged to provide technical assistance at their own expense, in particular to:
- Provision of the necessary suitable assistants in the number required for the repair and for the required time. The assistants must follow the instructions of VACOM's repair manager. VACOM assumes no liability for the assistants.
 - Provision of tools (if necessary). –
 - Provision of heating, lighting, operating power, and water, including the necessary connections.
 - Provision of necessary, dry, and lockable rooms for the storage of the repair personnel's tools.
 - Protection of the repair site and materials against harmful influences of any kind, such as cleaning the repair site.

- Provision of suitable, thief-proof recreation rooms and workrooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the repair personnel.
- Provision of materials and performance of all other actions necessary to adjust the repair item and perform a contractually agreed test.

9.4 The Customer's technical assistance must ensure that the repair can be started immediately after the arrival of VACOM's repair personnel and carried out without delay until acceptance by the Customer. If special plans or instructions are required from VACOM, VACOM shall make them available to the Customer in a timely manner.

9.5 If the Customer fails to comply with its obligations, VACOM shall be entitled, but not obliged, to perform the actions incumbent on the Customer in its place and at its expense after setting a deadline. Otherwise, VACOM's statutory rights and claims shall remain unaffected.

9.6 If the equipment or tools provided by VACOM are damaged at the repair site during repair work outside VACOM's works through no fault of VACOM or if they are lost through no fault of VACOM, the Customer shall be obliged to compensate for this damage. Damage attributable to normal wear and tear shall not be taken into account.

10. Transportation and Insurance for Repairs at the VACOM Factory

10.1 Unless otherwise agreed in writing, the Customer's repair item shall be delivered to VACOM at the Customer's expense and collected from VACOM again after the repair has been carried out.

10.2 Unless otherwise agreed, for example, in the Incoterms 2020, the Customer shall bear the transportation risk. The Customer shall insure the goods to be transported independently.

10.3 If the Customer defaults to acceptance, VACOM may demand storage fees for storage at its plant in accordance with clause 8.4 of the GTC. The repair item may also be stored elsewhere at the discretion of VACOM. The Customer shall bear the costs and risk of storage.