

### **I. Scope of agreement**

(1) These Technical Service Terms and Conditions apply for all our contracts for repair, analysis, conversion work and disposal in the course of commercial business. They apply exclusively in conjunction with the current "General Terms and Conditions of Sale and Delivery" of ILCON GmbH, hereinafter referred to as the General Terms and Conditions, the current RMA-Guideline of ILCON GmbH or the terms and conditions in the framework agreements. All agreements which deviate from these Terms and Conditions are hereby expressly objected to. These Technical Service Terms and Conditions apply even if we unconditionally perform services in the knowledge that the customer's terms and conditions may deviate from our own. Subsidiary agreements and/or amendments to these Technical Service Terms and Conditions must be confirmed by us in writing to be legally effective. (2) Where business relations are on-going, these Technical Service Terms and Conditions are also valid for all future disposal, analysis and repair agreements with the customer, unless other terms and conditions are explicitly accepted.

### **II. Warranty**

(1) The warranty period for defects of quality and title for newly manufactured products or product parts is 24 months in accordance with the General Terms and Conditions. Repaired products are warranted for the remaining period of the warranty of the repaired device, however a minimum of 6 months. The period begins with the passing of risks. The repair date shall be documented by attaching a new sticker to the product. Unless otherwise provided for, the warranty shall cover all defects in workmanship and materials which occur during the warranty period. Defects resulting from anything other than proper operation shall be excluded from the warranty. Proper operation shall mean the operation of the product under the conditions which are described in the installation instructions and/or in the specification available to ILCON. The warranty is limited to instating the material performance characteristics and the condition of the original product before the defect. It is deemed sufficient if the product concerned meets the test requirements specified in the ILCON specifications for the original product as listed in the product data sheet. This may be achieved by repairing or replacing at the option of ILCON under the warranty mentioned previously in this agreement and described in more detail hereinafter. The replacement of defective parts in the case of defects in workmanship and/or material is effected with new or as-new parts. The entire product shall be replaced if necessary with an identical or a functionally and visually equivalent product. The value of the warranty performance shall in all cases be limited to the value of the defective product. Ownership of defective parts that have been removed from a product in a warranty claim shall pass to ILCON and may be claimed by ILCON for analysis. Warranty obligations shall be fulfilled by ILCON or authorized service partners during local working hours. Working hours may vary due to national or regional differences. (2) The warranty does not cover: (2a) Minor defects or deviations in the condition of the product which are negligible with regard to the value and usability of the device. (2b) Replacement of spent batteries / rechargeable batteries. (3) Moreover, the warranty does not include the diagnosis and rectification of faults resulting from: (3a) Improper or inappropriate use or handling of the product by the customer or third parties (e.g. mechanical or housing damage, defective cables or plug connectors); in particular, handling is inappropriate if not in accordance with the requirements of the agreed specification (3b) force majeure (lightning, flooding, war, or similar) (3c) other circumstances beyond the responsibility of ILCON. (4) Warranty claims are void (4a) if ILCON products are supplemented or used with parts, components or peripheral equipment for which ILCON has not given written approval for the specific application, (4b) if service work/repairs or other modifications to the product are carried out by persons who are not authorized by ILCON, unless the defect is verifiably not caused by, or the consequence of, these occurrences.

### **III. Participation and technical assistance by customer under the warranty; RMA Guideline**

(1) The customer shall notify claims immediately after identification of defects to [info@ilcon-actuator.de](mailto:info@ilcon-actuator.de) and requests a RMA (Return Material Authorization) number according to ILCON's RMA Guideline. The customer shall return the goods as a separate consignment to **ilcon Varpalota Hajtastechnikai Kft., Customer Service, Ősi út 1, 8100 Varpalota, Hungary**, quoting the RMA number and according to ILCON's RMA Guideline. The consignment with the material, quoting the RMA number, shall include in addition a description of the defect and a delivery note containing relevant information. The material must be properly packed in transport-resistant packaging. Our repair technicians/analysts shall document the work performed. An 8D report can be supplied at the customer's request. (1a) The material shall be returned to the customer after completion of the repair. (1b) In a warranty case, ILCON shall bear the cost of collection, the required materials or replacement part and the labor costs incurred as well as the return transport of the material to the customer. If the analysis of the material reveals that it does not fall under the warranty, the customer shall be liable for the expenses incurred. (2) Should the work be performed on the customer's premises (in exceptional cases), the customer shall ensure that (2a) the premises and also the facilities available in his business shall be made available for performing the work. (2b) the agreed work can begin immediately on arrival of our service technician and can be performed without delay up to the acceptance inspection by the customer. (2c) the necessary measures are taken to protect persons and property at the place at which the work is performed. He shall inform our service technician of existing safety regulations inasmuch as these are of relevance for our technician. (3) Should it emerge during the work on site that the case does not fall under the warranty, then the customer shall be liable for the expenses accrued up to that time in accordance with the terms of section V.

### **IV. Participation and technical assistance by customer after expiry of warranty period; RMA Guideline**

(1) The customer shall notify claims immediately after identification of defects to [info@ilcon-actuator.de](mailto:info@ilcon-actuator.de) and request an RMA (Return Material Authorization) number according to ILCON's RMA Guideline. The customer shall return the goods to **ilcon Varpalota Hajtastechnikai Kft., Customer Service, Ősi út 1, 8100 Varpalota, Hungary**, quoting the RMA number and according to ILCON's Guideline. The consignment with the material, quoting the RMA number, shall include in addition a description of the defect and a delivery note containing relevant information. The material must be properly packed in transport-resistant packaging. Returned goods for repair, conversion, analysis or final disposal, outside the warranty, shall be clearly identified for this purpose. Our repair technicians/analysts shall document the work performed. An (1a) 8D fee-based report can be supplied at the customer's request. (1b) The repair of handsets is normally uneconomical and it is necessary to inquire about this on a case by case basis. (2) Should the work be performed on the customer's premises (in exceptional cases), the customer shall ensure that (2a) the premises and also the facilities available in his business shall be made available for performing the work. The customer is obliged at his expense to provide technical assistance, in particular to provide free of charge and in sufficient quantity aids and support staff, the necessary means of conveyance as well as power, water and other operating resources required including the appropriate connections for the required time. The support staff shall carry out instructions given by the persons we have authorized to perform the work. We assume no liability for the support staff provided. (2b) the agreed work can begin immediately on the arrival of our service technician and can be performed without delay up to the acceptance inspection by the customer. To the extent that particular plans or drawings or instructions are required from us, we will provide the customer with these in good time. (2c) the necessary measures are taken to protect persons and property at the place at which the work is performed. The customer shall inform our service technicians of existing safety regulations inasmuch as these are of relevance for our technicians. (3) Delays caused by the customer shall be borne by the customer. (4) The customer shall at his expense provide all materials and take all other action which may be necessary for the conversion work and/or the repair.

### **V. Prices, quotations**

(1) For contractual deliveries and services, the working hours and the travel time, if applicable, (including for the procurement of replacement parts) and periods of waiting, if applicable, shall be invoiced according to our service rates that are current at the time. For the use of a service vehicle, an allowance per kilometre of the journey travelled will be invoiced at our service rates that are current at the time. (2) The customary surcharges will apply for overtime, night work and Sunday working. For special visits outside the regular business working hours of our branch offices, in addition to working hours and travel time, special on-call flat charges will be levied according to our service rates that are current at the time. (3) The costs for accommodation, telephone, fax and other comparable expenses which are incurred as a result of the contractually agreed work will be charged according to the actual expenditure incurred. (4) All prices are for delivery ex works, unless otherwise stated in the order confirmation. Prices do not include the statutory sales tax. Any statutory value-added tax which applies will be identified separately in the invoice in the statutory amount which applies on the date of invoice. (5) Invoicing shall be based essentially on standard rates which are available to the customer. The materials used shall be invoiced according to the actual costs incurred. (6) For economic reasons, quotations will not be submitted for repairs to returned goods which do not fall under the warranty. (7) In cases as described in the preceding section (6) the customer wishes to have a quotation with binding rates before the contractual services are performed, then the customer must request this expressly. Such a quotation is only binding if it is submitted in written form and it is explicitly stated as being binding. Preparation of the quotation will incur a fee and will be invoiced according to expenditure. (8) Where the customer terminates the contract due to the fact that the estimated costs according to the preceding sections (6) and (7) have been exceeded or for some other reason, the customer shall settle the cost of work performed up to such time, including expenditure for ordered and already procured replacement parts. (9) The list of standard rates forms part of these Terms and Conditions.

#### **VI. Payment/Terms of payment**

Please refer to section IV (1), (2), (4), (5), (6), (7) of the General Terms and Conditions.

(1) All payments are due net cash without deduction, payable immediately after invoicing. The provision of cash discount must be agreed in writing.

#### **VII. Time of performance, default**

(1) Unless otherwise agreed in individual cases, information regarding terms and dates for performing contractual services is based on estimates and is therefore not binding. (2) The term for completing the contractual services shall be extended accordingly if the customer places additional or supplementary orders with us or if additional work becomes necessary. (3) In the event of unforeseeable operational disruptions, such as difficulties in procuring replacement parts, work stoppages, absences from work due to illness of skilled workers, delays in delivery or default in performance by suppliers, official intervention, force majeure or in the case of industrial action, we shall be entitled to also extend binding dates by an appropriate term. (4) In the case of default or delay where the customer grants us a reasonable extension of time with the explicit written declaration that he will refuse to accept the contractual services after this period has expired, then the customer shall be entitled to withdraw from the contract if the extension of time has expired without results. An extension of time is not mandatory insofar as this can be dispensed with by law. The customer shall inform us at our request within an adequate term whether he intends to exercise his right to withdraw from the contract.

#### **VIII. Shipment and transfer of risk**

Please refer to section VI of the General Terms and Conditions.

#### **IX. Acceptance of contractual services, taking delivery by the customer**

(1) We shall notify the customer upon completion of the contractual services. Sending an invoice shall also be deemed as notification to that effect. The acceptance inspection shall be conducted within two weeks of notification. (2) If at the acceptance inspection no explicit written objection is made by the customer regarding the agreed service and/or other contractual service or if the acceptance inspection has not been conducted within the agreed term, then the contractual service shall be deemed duly inspected. (3) If we discontinue our services at the request of the customer, the customer shall be liable to pay the services rendered up to that time subject to deduction of payments already made within 30 days of the date of issuing the statement of account. (4) We shall be entitled to invoice the customer for a reasonable amount for storage if the customer defaults on his obligation to take back the goods.

#### **X. Claims for defects of quality**

We provide a warranty for defective service work and other customer services as follows: (1) we must be notified in writing immediately of any defects and an exact description must be included. (2) All defective customer service work which was verifiably defective at the time of the acceptance inspection shall be reworked free of charge or re-performed. The customer shall grant us sufficient time and opportunity to effect supplementary performance. Warranty claims are void in the case of only insubstantial deviation from the agreed or normal properties or only insubstantial impairment of the serviceability. (3) With regard to the costs arising from the supplementary performance, in the case of justified complaints we shall bear the cost of replacement parts including shipment and also reasonable costs for removal and installation. (4) If the supplementary performance fails, the customer shall be entitled at his choice to reduce the amount to be paid or to withdraw from the contract. The customer shall inform us at our request within an adequate term which right he intends to exercise. (5) Further claims by the customer for, or in connection with, defects or consequential damage caused by a defect, for whatever reason, shall exist only subject to the provisions of section XII. (6) The limitation period for defective service work and customer services is 12 months from the date of acceptance. (7) No claims for defects shall exist in the case of reworking, repairs to, or modification of the goods, supplied by ILCON by the customer or by third parties without our express prior consent, and claims for the consequences thereof are likewise excluded.

#### **XI. Retention of title**

Please refer to section IX of the General Terms and Conditions.

#### **XII. Notice of defects, warranties and liability**

Please refer to section VII of the General Terms and Conditions.

#### **XIII. Other liability**

Please refer to section VIII of the General Terms and Conditions.

#### **XIV. General**

Please refer to section I of the General Terms and Conditions.

#### **XV. Place of fulfilment and jurisdiction**

Please refer to section XI of the General Terms and Conditions.

Amendment: (1) Unless otherwise agreed, the contractual service and/or other contractual services shall be provided at the registered place of business of the manufacturer at the time of conclusion of the agreement.

#### **XVII. Invalidity**

Please refer to section XII of the General Terms and Conditions.