

CONTRACTUAL CONDITIONS OF SERVICE / WORK PERFORMED AT THE PRINCIPAL, COMPLEMENTARY PROVISIONS OF THE GENERAL TERMS AND CONDITIONS

1. This chapter defines the general contractual rights and obligations, the elements of the provided service, the accounting and payment terms, and every other further general terms of the Entrepreneur and the Principal in a contractual relationship with it.

Principal hereby acknowledges that – except as otherwise agreed by the Parties – the signing of the Service worksheet issued at the handover of the Instrument sent to the Entrepreneur or the ordering of the services shall mean the acceptance of the General Terms and Conditions and these complementary provisions of the Entrepreneur without any other statement of the Principal.

2. The Entrepreneur provides two types of services to the Principal. The Entrepreneur provides the services defined in section 4 of these Complementary provisions if the Instrument is transportable to the business establishment of the Entrepreneur. If the Instrument cannot be delivered because of the size of the Instrument or any other reason the Entrepreneur provides the on-site services defined in section 5.

3. The applicable fees of the services in force are available at the website of the Entrepreneur:

<http://www.boschrexroth.com/hu/hu/szerviz/rexroth-service-1>

4. The process of the remediation services

4.1. In order to provide remediation services the Principal hands over the Instrument takes over the Instrument by issuing the document verifying the handover (Service Worksheet, Delivery Note, etc.).

4.2. Opening hours, prior appointment

The Principal shall only hand the Instrument over during the opening hours which the Entrepreneur provides as follows:

Workdays: 7:30-16:30

The Principal shall notify the appointment of the handover in advance on service@boschrexroth.hu.

4.3. The document verifying the handover of the Instrument shall be signed by the Parties or their representatives which certifies that the Entrepreneur takes the Instrument over and starts to provide the remediation service.

By signing the document the Principal acknowledges that in the case of disassembling the Instrument in order to explore the defect the Instrument may not be restored in the original form of the Instrument. The Principal shall not issue any claim against the Entrepreneur arising from this.

The Principal acknowledges that in order to protect the measuring devices of the Entrepreneur the method of the exploration of the defect is disassembling the Instrument which is made by the Entrepreneur considering the applicable engineering principles. The Entrepreneur shall not be obliged to return the Instrument in the form of the handover if the reparation fails for any reason.

4.4. The Entrepreneur shall send a quotation to the Principal after recording the defect. The Entrepreneur shall notify the Principal forthwith out of turn if an event occurs through the process of the remediation that amends the quotation based on the recorded defects in merit.

4.5. The Principal accepts that the quotation of the Entrepreneur shall be answered in 8 days after the reception of the quotation with acceptance or with denial and also acknowledges that if the service quotation of the Entrepreneur is not accepted by the Principal it shall be responsible for the delivery of

the Instrument from the Entrepreneur and shall bear the fee of the testing.

4.6. The General Terms and Conditions and this Complementary Provisions, as well as the quotation of the Entrepreneur shall be considered as accepted if the Principal accepts it by issuing the purchase order or expresses its acknowledgement in any other impliedly way.

4.7. The Principal acknowledges that in case of delay with the delivery of the Instrument more than one month after the readiness of the works the Entrepreneur is entitled to charge the Principal with storage fee according to the section 8 of the General Terms and Conditions. The Entrepreneur is entitled to discard the Instrument at the next annual inventory with prior written notification of the culling sent to the Principal if the delay of the delivery exceeds the one year period after the handover of the Instrument. The Principal shall reimburse the costs of the culling to the Entrepreneur and also all kinds of other costs occurring in this context.

4.8. After finishing the reparation the Entrepreneur delivers the Instrument to the Principal or sends written notification. The Principal shall take the service of the Entrepreneur over relating both quality both quantity after the notification as well as pay the payment invoice to the Entrepreneur.

4.9. The Principal shall accept part-completion only if the service is divisible or the Parties has agreed upon it. The defects and the differences recognized at the handover shall be repaired by the Entrepreneur at its own cost unless they are a result of the failure or responsibility of the Principal. In the case of minor defects or the differences the Principal is not entitled to deny the handover if the Entrepreneur has undertaken to avert the defect in written statement. The Entrepreneur shall not be responsible for the operation of the whole machine if the service contains only the reparation of the parts of it.

5. On-site service

5.1. In case of on-site services the Entrepreneur shall perform the works such as the recognition of defects, repairation, installation, maintenance primary at the office of the Principal.

5.2. The Principal is obliged to provide information about the local security standards in advance if the place of performance is the office of the Principal.

5.3. If the on-site service is provided at the office of the Principal – including guarantee works – the Principal undertakes to participate at its own cost and risk in the following:

- provides all the relevant information and data of the Instrument to the Entrepreneur
- helps with the delivery of the assembly materials, the protection of spare parts and materials against adverse impacts, the cleaning of the spare parts;
- provides the handling possibilities, the necessary devices, heavy tools (e.g. crane) and excipients on demand;
- provides the necessary technical assistance and the operating personnel in proper number and for defined period essential for the works;
- provides the preparation and execution of the installation and the trial run;
- redounds the access to the Instrument, provides the operation of the Instrument;
- provides a place for changing and also for hygienic needs as well as lockable cabinets for the storage of the tools for the specialists of the Entrepreneur;
- redounds the application of the safety conditions and takes care of the placement of the dangerous substance managed on site;
- and provides the consumable energy and any necessary work piece free of charge.

5.4. With the cooperation provided by the Principal the personnel of the Entrepreneur shall be able to commence and finish the works without delay.

5.5. The defined performance deadline shall extend pro rata if the completion of works is hindered beyond the control of the Entrepreneur. The Principal shall bear the potential costs arising from the protraction of the works.

5.6. The Principal shall be responsible for the installation of the Instrument if the Entrepreneur only provides service for the part of it. Before the assembly and installation of the Instrument the Entrepreneur shall be informed about the person being responsible for the operation of the Instrument. The Principal shall be liable for the damages arising from the injury, the disappearance, etc. of the machines, the devices, the tools or the spare parts used by the Entrepreneur on the work site through no fault of his.

5.7. The Entrepreneur shall be liable only and exclusively for the Instrument or the spare part serviced by him and in no case shall be liable for the operation of the whole machine or device and for being free of error.

5.8. The Principal is entitled to order the services of the Entrepreneur with a written remark recorded to the work sheet of the Customer assistance if the Entrepreneur is able to recognize the default while searching on-site and the detected defect is repairable by him.

5.9. If the Entrepreneur is not able to repair the Instrument on site, he shall suggest further instructions to the Principal in writing on the work sheet of the Customer assistance which is considered as a new quotation and the performance of it begins with the explicit acceptance of it by the Principal.

5.10. In the case of on-site services the Principal shall provide a person with proper authorization for the hand-over of the Instrument to represent the Principal. If the Principal fails to pro-

vide this he shall be liable exclusively for all the responsibility stemming from that failure.