

# General Terms and Conditions for the Provision of Services (AB Service SICK)

as at November 1, 2016

## 1. Scope of Application

These General Terms and Conditions for Services shall apply to all services rendered by SICK AG and by companies of the SICK Group domiciled in Germany and affiliated with SICK AG in accordance with article 15 et seq. of the German Stock Corporation Act [AktG], (hereinafter collectively referred to as "SICK") in connection with products manufactured or sold by SICK and, insofar as offered by SICK, in connection with products of other manufacturers, in particular to

- consulting services, expert opinions, and engineering services;
- diagnoses and troubleshooting (also remote);
- mounting and installation;
- commissioning, maintenance and inspection;
- performance of measurements;
- trainings;

as well as to all services relating to protective devices within the meaning of the Machinery Directive, in particular to

- inspections of protective devices;
- performance of measurements, e.g. stoptime measurements;
- consulting and training services.

Different and additional General Terms and Conditions of the Customer shall only apply to the extent that SICK has expressly accepted them in writing.

## 2. Services of SICK

2.1. The type and scope of the services to be provided by SICK are defined by the agreement between SICK and the Customer and additionally by SICK's quotation and, if the Services are not specified in detail in the quotation, in the inspection and check lists and the working plans of SICK, as amended from time to time.

2.2. SICK shall perform all work as services ("Dienstleistungen") according to article 611 et seq. of the German Civil Code [BGB], unless expressly stipulated otherwise.

## 3. Prices and Payment

3.1. The prices stated in the quotation submitted by SICK shall apply. Prices are in EUR and are exclusive of statutory VAT. If no prices are stated in the quotation or were agreed, the current price lists of SICK for services in the respective business field shall apply.

3.2. Invoices must be paid immediately after receipt of invoice without cash discount.

3.3. Costs for the rectification of faults and damages to products which are caused by the improper use by the Customer, by the interference by third parties or by force majeure are at the expense of the Customer. The same shall apply to damages and faults which are caused by the fact that the environmental conditions at the installation location, the electric power supply system or the accessories do not conform to the respective specifications of the product.

## 4. Obligation of the Customer to Cooperate

4.1. The Customer shall grant SICK access to the immediate execution of the services during the usual business hours of SICK; otherwise, SICK may charge waiting times separately. If the Customer requests the execution of works outside the usual business hours of SICK, the Customer shall bear any additional costs associated therewith.

4.2. For the execution of the services, the Customer shall make available, to the extent required, auxiliary staff, auxiliary materials and technical documents. Furthermore, the Customer shall establish the operating conditions required for the execution of the services.

4.3. The Customer shall take care that the employees of SICK may execute the services without any exposure to danger. In particular, the Customer must comply with the protective measures provided pursuant to the applicable statutory regulations and regulations of the trade associations and the respective safety regulations. The Customer is obliged to point out explosion risk areas and any other particular hazards (e.g. working alone, other works in progress, etc.) to the employees of SICK or, as the case may be, to ensure that the employees of SICK are supervised, coordinated and instructed as necessary.

## 5. Warranty and Liability

5.1. The Customer must notify SICK in writing of any obvious defects in the services within a period of two (2) weeks from performance of the services; other defects must be notified within a period of two (2) weeks from their detection, however no later than twelve (12) months after performance of the services. Any defects notified thereafter will not be considered. Any defects in the services duly notified shall be promptly remedied by SICK.

5.2. SICK shall be liable for damages – regardless of the legal cause – solely:

- a) in the event of intent,
- b) in the event of gross negligence;
- c) in the event of injury to life, body and health;
- d) in the event that Supplier has fraudulently concealed a defect,
- e) insofar as Supplier has given an explicit guarantee; as well as
- f) insofar as Supplier is liable pursuant to the Product Liability Act
- g) in the event of violation of an essential contractual duty.

5.3. In the event of violation of essential contractual duties pursuant to section 5.2 lit. g) by ordinary negligence of SICK, SICK's liability for damages shall be limited to typical contractual losses that could have been foreseen. This also applies to loss of profits and any other financial loss. Essential contractual duties are duties the fulfillment of which is required for the due execution of a contract and the observance of which a party relies on, and may rely on, regularly, as well as duties the breach of which will put the achievement of the contractual purpose at risk.

5.4. SICK's liability for damages shall in any event and regardless of the legal cause, except under the circumstances set out in section 5.2 a) to f) above, be limited to the respective order value.

5.5. Regarding the limitation period for claims, the legal provisions shall apply, unless provided otherwise in these General Terms and Conditions for Services.

## 6. Force Majeure

If SICK cannot meet the delivery periods or dates due to force majeure or other disruptions beyond the control of SICK, for example, serious health hazards such as epidemics or nuclear radiation, war, terrorist attacks, riots, and other similar occurring threats as well as labor disputes, including at the subcontractors of SICK, or governmental acts, such as import and export restrictions, or disruptions of operations, either the deadline for the performance by SICK will be extended by the duration of the force majeure event or SICK shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or non-performance of their obligations.

## 7. Confidentiality

SICK shall treat as confidential any knowledge gained during the execution of the services. Any publications shall require the written consent of the Customer.

## 8. General Provisions

8.1. If any provision of these General Terms and Conditions for Services is or becomes invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In such case, the invalid or void provision shall be interpreted, reinterpreted or replaced in such a way that its intended economic purpose is achieved. This shall not apply if adherence to the contract constitutes an undue hardship to either Party.

8.2. All legal relations in connection with this contract shall be governed by German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

8.3. The sole place of jurisdiction for all disputes directly or indirectly arising from this contract shall be the place of business of SICK. Nevertheless, SICK shall also be entitled to appeal to a court seated at the place of business of the Customer.