

# General Terms and Conditions for Repairs on Machines and Systems of KASTO Machinery & Systems (Taicang) Co. Ltd.



- For use with respect to:
1. a person, who at the time of concluding the contract, transacts in the course of his commercial or self-employed activities (entrepreneurs);
  2. legal entities under public law or in connection with special funds under public law.
- I. Conclusion of Contract, Duty to Inform, Safety Instructions**
1. Should an uncontested written confirmation of order exist, then this shall be binding with respect to the content of the contract and the scope of the repair.
  2. Should the repair item have been supplied by the Contractor, the Customer shall indicate any existing intellectual property rights with regard to this item; provided there is no fault on the part of the Contractor, the Contractor shall release the Contractor from any possible claims by third parties in connection to intellectual property rights.
  3. The Customer shall be obligated to inform the Contractor promptly and in writing regarding any contamination, possible harmful residues in the items to be repaired as well as transport risks and other repair-relevant measures that must be taken.
- II. Unperformable Repair**
1. The Customer shall be invoiced for any services performed for the preparation of a cost estimate as well as for any further incurring and documented expenses (time spent for troubleshooting shall be deemed as work time), should the Contractor be unable to perform the repair for reasons beyond his control, in particular, because
    - the reported error did not occur during the inspection,
    - spare parts cannot be procured,
    - the Customer failed to comply with the agreed upon repair schedule,
    - the contract was terminated during performance of the repair.
- III. Cost Information, Cost Estimates**
1. When possible, the Customer shall be informed of the estimated repair price upon conclusion of the contract; otherwise, the Customer shall be entitled to set cost limits.
 

Should it not be possible to perform the repair at these costs or the Contractor deems it necessary to perform additional work while conducting the repair, approval shall be obtained from the Customer should the indicated costs be exceeded by more than 15%.
  2. Should a cost estimate with binding prices be required prior to the performance of the repair, this shall be specifically requested by the Customer. Such a cost estimate - provided not otherwise agreed upon - shall only be binding when it is submitted in writing. It shall be reimbursed. The Customer shall not be charged for services performed within the scope of submitting the cost estimate, provided these services can be utilised at the time of the performance of the repair.
- IV. Price and Payment**
1. The Contractor shall be entitled to demand a reasonable advance payment upon conclusion of the contract.
  2. When calculating the repair, the prices for used parts, materials, and special services, as well as the prices for the labour services, travel, and transport expenses shall be listed separately. Should the repair be performed based on a binding cost estimate, the reference to the cost estimate shall be sufficient, whereby only the variances within the scope of the performance shall be listed separately.
  3. The value added tax shall be invoiced to the Customer at the current statutory rate.
  4. Any adjustment to the invoice by the Contractor or an objection on the part of the Customer shall be made in writing no later than four weeks after receipt of the invoice.
  5. The payment shall be made upon acceptance and delivery or transmittal of the invoice, without any discounts.
  6. The Customer shall not be entitled to withhold payments due to any of his counterclaims that are disputed by the Contractor.
  7. Set-off due to possible counterclaims by the Customer that are disputed by the Contractor from other legal relationships shall not be permissible.
- V. Customer Involvement and Technical Assistance in case of Repair outside the Contractor's Works**
1. The Customer shall assist the repair personnel at his expense while the repair is performed.
  2. The Customer shall take any special measures necessary to protect people and property at the repair site. The Customer shall inform the Repair Manager about any existing special safety regulations, provided these are of significance to the Repair Personnel. The Customer shall inform the Contractor of any breach of such safety regulations on the part of the Repair Personnel. In the event of severe infringements, the Customer may, after consultation with the Repair Manager, deny the violator access to the repair site.
  3. The Customer shall be obligated to provide technical assistance at his expense, in particular with:

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卡斯托机械设备系统(太仓)有限公司  
KASTO Machinery & Systems (Taicang) Co., Ltd.  
江苏省太仓市北京东路 82 号  
No. 82, Beijing East Road, Taicang City, Jiangsu  
215400 P.R.C

Phone +86 512 53208750  
info@cn.kasto.com

www.kasto.com

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Beneficiary Bank China Construction Bank Taicang Branch

SWIFT Code	PCBCCNBJJSS
RMB Account No	32250199733600000463
EUR Account No	32250199733609330273
USD Account No	32250199733609140272

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- a. Provision of the necessary, appropriate support staff in quantity and for the duration required for the repair, the support staff shall follow the instructions of the Repair Manager. The Customer shall assume no liability for this support staff. Should a defect or damage be caused by this support staff as a result of the instructions issued by the Repair Manager, the provisions listed in sections X and XI shall apply accordingly.
- b. Executing all construction, bedding and scaffolding work including the provision of the necessary building materials.
- c. Provision of the required equipment and heavy tools such as the needed commodities and materials.
- d. Provision of heat, illumination, operating power, water, including the required connections.
- e. Provision of the necessary, dry and lockable rooms for storage of the tools of the repair personnel.
- f. Protection of the repair site and repair materials against harmful influences of any kind, including cleaning of the repair site.
- g. Provision of suitable theft-proof break and work rooms (with heat, illumination, washing facilities, sanitation facilities) and first aid for the repair personnel.
- h. Provision of materials and undertaking of any other actions necessary for regulating the repair item and for the performance of contractually agreed trial operation.
4. The technical assistance shall be provided by the Customer ensuring that the repair can be commenced directly following the arrival of the repair personnel, and can be performed without delay until the acceptance by the Customer. Should any special plans or instructions from the Contractor be required, the Contractor shall provide them to the Customer in a timely manner.
5. Should the Customer fail to fulfill his obligations, the Contractor shall be entitled, however, not obligated to perform the actions for which the Customer is responsible after first stipulating a period for performance on behalf of and at the expense of the Customer. The statutory rights and claims shall otherwise remain unaffected.
- VI. Transport and Insurance in in case of Repair at the Contractor's Works**
1. Unless otherwise agreed upon in writing, the Customer may request that the delivery and return of the repair item - including any packing and loading - be charged to his account. Otherwise, the repair item shall be delivered to the Contractor by the Customer at his expense and following the performance of the repair, the Customer shall collect it again from the Contractor.
2. The Customer shall bear the risks associated with transportation.
3. Upon request of the Customer, the transportation to and, if necessary from, the Contractor can be insured against the insurable transport risks, for example, theft, breakage, fire. The Customer shall bear the cost of such insurance.
4. During the period of repair at the Contractor's works, there shall be no insurance coverage. The Customer shall be responsible for maintaining his existing insurance coverage for the repair item, for example, insurance coverage for fire, pipe water damage, storm damage, and machine breakage. Such insurance coverage shall be obtained by the Contractor only upon the Customer's express request. The customer shall bear the cost of such insurance.
5. Should the Customer delay collection of the item to be repaired, the Contractor shall be entitled to charge the Customer storage fees for storage at his works. The repair item may also be stored elsewhere at the discretion of the Contractor. The Customer shall bear the costs and risk of storage.
- VII. Repair Period, Repair Delay**
1. The information regarding the repair period is based on estimates and therefore shall not be binding.
2. The Customer may request an agreement for a binding repair period, which shall be designated in writing as binding, only once the scope of the repair has been determined precisely.
3. The binding repair period shall be deemed as fulfilled, if the repair item is ready for collection by the Customer or if a contractually agreed upon trial operation is ready to be performed before the deadline expires.
4. The agreed repair period shall be extended accordingly in the event of supplementary and extension orders or if additional repair is necessary.
5. Should the repair be delayed due to labour disputes, in particular, due to strikes or lock-outs, or due to circumstances beyond the control of the Contractor, the repair shall period shall be extended accordingly, provided that such circumstances are documented to have a significant impact the completion of the repair.
6. Should the Customer incur damage as a result of a delay caused by the Contractor, the Customer shall be entitled to claim liquidated damages. The liquidated damages shall amount to 0.5% of the repair price per full week of the delay. However, they shall not exceed 5% of the repair price for the part of the repair item to be repaired by the Contractor that cannot be utilized in a timely manner as a result of the delay.
- If the Customer issues the Contractor an adequate period to complete the service - taking into account the statutory exceptions - and this period is not fulfilled, the Customer shall be entitled to withdraw from the contract within the scope of the statutory regulations. The Customer shall be obligated to inform the Contractor within an adequate period, whether he intends to exercise his right to withdraw from the contract.
- Further claims due to delay shall be exclusively based on section XI. 3 of these conditions.
- VIII. Acceptance**
1. The Customer shall be obligated to acceptance of the repair as soon as he has been notified of its completion and any contractually agreed trials operation of the repair item have been conducted. Should the repair prove not to conform with the contract, the Contractor shall be obligated to remedy the defect. However, this shall not apply if the defect is immaterial to the interest of the

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- Customer or is based on circumstances for which the Customer is responsible. The Customer shall not be entitled to refuse acceptance in the event of an immaterial defect.
2. Should the acceptance be delayed through no fault of the Contractor, the acceptance shall be deemed to have taken place after a period of two weeks following the notification of the completion of the repair.
  3. The Contractor shall be released from liability for recognizable defects, provided the Customer has not reserved the right to assert a complaint about a specific defect.
- IX. Retention of Title, Extended Right of Lien**
1. The Contractor shall retain the title to any accessories, spare parts, and exchange equipment used until all payments resulting from the repair have been received. More extensive security agreements may be entered.
- X. Claims for Defects**
1. Following acceptance, the Contractor shall be liable for defects resulting from the repair under the exclusion of all other claims by the Customer irrespective of No. 5 and 6 and section XI of these conditions, in the manner that the Contractor shall remedy the defects. The Customer shall notify the Contractor immediately in writing of any detected defects.
  2. The Contractor shall not be liable if the defect is immaterial to the interests of the Customer or if it is based on circumstances for which the Customer is responsible. This shall apply, in particular, to products provided by the Customer.
  3. The Contractor shall not be liable for any modifications or maintenance or repair incorrectly performed by the Customer or third parties without prior consent from the Contractor. Only in urgent cases in which the operational safety is at risk or to prevent disproportionately serious damage, whereby the Contractor shall be notified immediately, or if the Contractor - with regards to statutory exceptions - has allowed a reasonable period issued by the Customer for rectification of the defect to expire, shall the Customer have the right to remedy the defect or have it remedied by third parties, and to demand compensation from the Contractor for the necessary costs.
- XI. Contractor's Liability, Exclusion of Liability**
1. Should components of the repair item become damaged due to the fault of the Contractor, the Contractor shall at his discretion and expense repair or replace the damaged components. The costs incurred in such cases shall be, in the event of slight negligence and gross negligence of non-executive employees, limited to the amount of the contractual repair price. Furthermore, liability for damages to the repair item shall be determined according to section XI.3 of these conditions.
  2. Should the Customer be unable to use the repair item as per the contractual agreement due to the fault of the Contractor as a result of failure to provide suggestions or consultation or providing faulty suggestions or consultation before or after entering the contract - in particular, instructions on operation and maintenance of the repair item, the provisions of the sections X and XI. 1 and 3 of these conditions shall apply to the exclusion of further liability claims by the Customer.
  3. In the case of damages that are not incurred on the repair item itself, the Contractor shall be liable - for whatever legal reasons - only
    - a. in the event of willful intent,
    - b. in the event of gross negligence on the part of the owner/corporate bodies or executives,
- XII. Statute of Limitations**
- No further entitlements shall exist.
- XIII. Indemnification of the Customer**
- Should during repair outside of the Contractor's works, any equipment or tools provided by the Contractor be damaged or lost at the repair site through no fault of the Contractor, the Customer shall be obligated to provide compensation for this damage. Damage due to normal wear and tear shall not be considered.
- XIV. Applicable Law, Place of Jurisdiction**
1. All legal relationships between the Contractor and the Customer shall be subject exclusively to Chinese Law.
  2. The venue shall be the court of law having jurisdiction for the Contractor's domicile. However, the Contractor shall be entitled to file suit at the Customer's domicile.
- c. in the event of culpable injury to life, limb or health,
- d. in the event of defects that the Contractor has maliciously concealed.
- In the event of culpable breaches of essential contractual obligations, the Contractor shall likewise be liable in the event of gross negligence on the part of non-executive employees and in the case of minor negligence, whereby the latter instance shall be limited to the reasonably foreseeable damage that is typical of the contract.

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