

## Repair conditions of SAXAR GmbH, Bernsdorfer Strasse 291, 09125 Chemnitz, Germany

Status 10.05.2022

### Scope of application

Repair orders are executed according to the following conditions. Deviating regulations require the written form.

Conclusion of contract, general

The terms and conditions of repair apply to all services performed by SAXAR GmbH in the in-house business. For commercial transactions and other services the general terms and conditions of SAXAR GmbH apply.

If an uncontradicted written order confirmation is available, it is decisive for the content of the contract and the scope of the repair.

Subsidiary agreements and amendments to the contract require the written confirmation of SAXAR GmbH.

If the object to be repaired was not delivered by SAXAR GmbH, the customer has to point out existing industrial property rights with regard to the object, provided that SAXAR GmbH is not at fault, the customer indemnifies SAXAR GmbH from possible claims of third parties arising from industrial property rights.

### Scope of services

All devices, components and parts given for repair must be in a repairable (complete and undamaged) condition.

SAXAR GmbH has the right to repair defective components and parts by exchanging them with functionally identical parts.

For various parts SAXAR GmbH offers its customers an advance exchange. In case of wrong orders or cancellation of the order, SAXAR GmbH is entitled to charge the customer a handling fee.

Partial deliveries are generally permissible.

## Repair that cannot be carried out

If a repair cannot be carried out / completed for reasons for which SAXAR GmbH is not responsible, SAXAR GmbH is entitled to charge the incurred and provable expenses (troubleshooting time equal to working time) in the form of a handling fee. Reasons for a repair that cannot be carried out exist if:

- the defect complained of did not occur during the inspection;
- spare parts cannot be obtained;
- parts and assemblies are so damaged that repair is not possible;
- the contract has been terminated during performance.

The object to be repaired must be returned to its original condition only at the express request of the customer against reimbursement of the lump sum for expenses, unless the work performed was not necessary.

In the event that the repair cannot be carried out, SAXAR GmbH shall not be liable for damage to the object to be repaired, the breach of ancillary contractual obligations and for damage that did not occur to the object to be repaired itself, irrespective of the legal grounds on which the customer relies.

This exclusion of liability shall not apply in the event of intent, gross negligence on the part of the owner or executive employees, or culpable breach of material contractual obligations.

In the event of culpable violation of essential contractual obligations, SAXAR GmbH shall be liable – except in cases of intent and gross negligence on the part of the owner and executive employees – only for reasonably foreseeable damage typical for the contract. SAXAR GmbH is not liable for consequential damages, indirect damages and lost profits.

## Cost estimate

A cost estimate is prepared when:

- the customer expressly requests it and places an order for it;
- spare parts and components are required for repair that are not covered by the flat repair rate.

The prices apply per order placed and are not transferable to further orders.

The services rendered for the purpose of submitting the cost estimate will not be charged, insofar as they can be utilized in the performance of the repair.

If a cost estimate prepared by SAXAR GmbH is rejected by the customer, then the workload incurred for the fault analysis will be charged to the customer in the form of a processing fee.

Important note: Within the scope of the preparation of a cost estimate, interventions in the equipment are already necessary. These interventions often cannot be repaired even if the customer does not place the repair order after becoming aware of the cost estimate. There is no entitlement to the device being restored to its original condition.

## Price and payment

The SAXAR GmbH price list valid at the time the order is placed shall be decisive for the calculation of the repair.

If the repair is carried out on the basis of a binding cost estimate, a reference to the cost estimate shall suffice, whereby only deviations in the scope of services shall be listed separately.

All prices are in € (Euro). The value added tax will be charged additionally to the customer in the respective legal amount.

Any correction of the invoice on the part of SAXAR GmbH and any complaint on the part of the customer must be made in writing, no later than four weeks after receipt of the invoice.

Payment is to be made upon acceptance and handing over or sending of the invoice within the specified period and the respective terms of payment granted.

The withholding of payments or the set-off because of possible counterclaims of the customer disputed by the contractor is not permitted. New customers will be supplied only by cash on delivery or advance payment until a credit line has been verified by SAXAR GmbH.

## Transport and insurance during repair

If nothing else is agreed in writing, a transport to and from the repair object carried out at the request of the customer – including any packaging and loading – will be carried out at the customer's expense, otherwise the repair object will be delivered to the contractor by the customer at the customer's expense and picked up again by the customer after the repair has been carried out at SAXAR GmbH.

Repair items that are transported by transport service providers (UPS, GLS, DHL, Deutsche Post or others) are insured according to their guidelines. The customer can request further insurance coverage for the return transport of the goods from SAXAR GmbH in writing. The costs will be charged to the customer.

For devices sent in, delivered or collected, the risk is transferred to SAXAR GmbH as soon as these devices are delivered to SAXAR GmbH.

If the equipment is picked up or returned, the risk shall pass to the customer when the equipment is handed over to the customer. In the case of shipment by transport service provider, the risk shall pass to the customer when the equipment has been handed over to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment.

If the customer does not specify the return shipping route, SAXAR GmbH shall select the shipping route and the transport service provider with the care of a prudent businessman.

In order to avoid transport damage, SAXAR GmbH reserves the right to replace damaged or unusable cardboard packaging with new cardboard packaging. The customer shall bear the costs for the new cardboard packaging and the inner packaging.

Complaints on delivery regarding completeness and transport damage must be reported immediately to the transport service provider and/or SAXAR GmbH. A report must be made in writing.

### [Repair period](#)

Information on repair times is based on estimates and is therefore not binding.

The lead time for flat-rate repairs is usually five working days from receipt of goods, or from approval of the cost estimate.

The lead time may be considerably extended if the spare parts required for the repair are not available in time.

The repair can be delayed by measures within the scope of labor disputes, in particular strikes and lockouts, as well as the occurrence of circumstances for which SAXAR GmbH is not responsible. If the customer demonstrably suffers damage as a result of the contractor's delay, he/she shall be entitled to demand compensation for the delay to the exclusion of any further claims; this shall amount to 0.5% for each full week of the delay, but in total not more than 5% of the repair price for that part of the item to be repaired by the contractor which cannot be used in time as a result of the delay.

### [Lien of the works company and omitted collection](#)

SAXAR GmbH is entitled to a contractual lien on the devices that have come into the possession of SAXAR GmbH within the scope of the order because of the service provided in accordance with the order.

If the customer does not redeem the device sent to him by cash on delivery after the execution of the service even after he/she has received another request, or if the customer does not collect the device within 4 weeks after the second request, SAXAR GmbH can charge the customer an appropriate storage fee after the expiration of the period.

If the device has not been collected even after 3 months after the second request, SAXAR GmbH is not obliged to further storage and is free from any liability, also for slightly negligent damage or destruction. After expiry of this 3-month period, SAXAR GmbH is free to send the customer a threat of a private sale. Four weeks after sending this threat, SAXAR GmbH may sell the device in question to cover the service claim against the customer. If this results in additional proceeds in relation to the invoices issued up to that point, he/she shall be paid to the customer.

### Warranty for repair and liability

SAXAR GmbH must be notified in writing of obvious defects (including defects of type and quantity) within 5 days; other defects must be asserted in writing within the statutory limitation periods; SAXAR GmbH assumes no liability for defects notified after the expiry of the aforementioned periods.

SAXAR GmbH guarantees that the repair will be carried out properly for a period of seven months. Defects will be repaired free of charge on the affected device if and to the extent that SAXAR GmbH is responsible for them. The warranty refers exclusively to the malfunction repaired within the scope of the repair and begins with the date of invoicing.

SAXAR GmbH guarantees the use of faultless material when carrying out repairs for the same period of time.

The customer must grant SAXAR GmbH time and opportunity to remedy the defect and, in particular, ensure that the object complained about is available to SAXAR GmbH or its representatives for examination and performance of the warranty measures. The customer may only make claims exceeding the warranty if the object of repair is still not functional after three unsuccessful attempts to remedy the defect.

SAXAR GmbH is liable for damage and loss to the object(s) of the order only to the extent that SAXAR GmbH or its vicarious agents are at fault. In the event of damage, SAXAR GmbH is obligated to repair the item(s) free of charge for the customer, but is also entitled to do so on its own. If the repair is impossible or if the expenditure for it exceeds the current market value, SAXAR GmbH may instead satisfy the customer's claims by paying the purchase price of a comparable device or, at its own discretion, by delivering a corresponding new device. The same applies in case of loss. SAXAR GmbH is in no case liable for collector's items or comparable items.

SAXAR GmbH shall only be liable for damages of any other kind, whether to the device or otherwise, irrespective of the legal grounds, including, but not limited to,

damages resulting from the violation of ancillary contractual obligations or from tortious acts, if and to the extent that such damages have been caused by intentional or grossly negligent conduct on the part of SAXAR GmbH or the employees or vicarious agents of SAXAR GmbH in the performance of the tasks assigned to them under this repair order. SAXAR GmbH is only obligated to remedy defects or damages or to compensate for damages in accordance with the above conditions if the defects and damages that have occurred have been reported in writing immediately after their discovery, in any case not later than one week after discovery. He/she shall be subject to the statutory period of limitation.

Any liability shall lapse if the customer remedies defects or damages or has them remedied by third parties without the prior consent of SAXAR GmbH. The customer has no claim to reimbursement of costs incurred as a result.

Excluded from any warranty are consumable goods such as connection cables, connecting cables and plugs, toner units, inkjet print heads and cartridges, transfer belts, OPC drums, image tubes, film tapes, etc.

During repairs, data on data carriers may be destroyed or damaged. SAXAR GmbH is neither liable for these data nor for claims for damages that may arise from data loss. Important data are to be backed up exclusively by the owner / customer of the data.

## Place of jurisdiction

For all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, the court of the headquarters of SAXAR GmbH shall have jurisdiction. SAXAR GmbH can also call upon the court responsible for the customer.

## Effectiveness

Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions of this contract. The parties undertake to replace ineffective provisions with new provisions which do justice to the provisions contained in the ineffective provisions in a legally permissible manner. The same shall apply to any loopholes contained in the contract. In order to remedy the omission, the parties undertake to act in a manner that comes closest to what the parties would have intended according to the meaning and purpose of the contract if the point had been considered by them. The same shall apply to contracts concluded between the parties.