



#### I. General information

- The terms & conditions below shall apply for the GFH GmbH "Basic", "Silver", "Gold" and "Diamond" service agreements (hereinafter these service agreements shall be referred to as Service Agreements).
- 2. Subordinate to the Service Agreements, the "General Terms and Conditions of Delivery, Assembly and Payment of GFH GmbH" for GFH GmbH shall also apply, which can be viewed at <a href="https://gfh-gmbh.de/en/legal-terms">https://gfh-gmbh.de/en/legal-terms</a> and which GFH GmbH will be pleased to make available to the customer as a printed copy on request. Among other things details concerning warranty and liability are included in these General Terms and Conditions of Delivery and Service for GFH GmbH.
- 3. The Service Agreements apply for all machines from GFH GmbH. The Service Agreement shall be valid for one machine and can be entered into separately per machine.
- 4. General response times:

Monday to Thursday from 08:00 to 17:00 and Friday from 08:00 to 15:00 CET / CEST (Germany).

5. Service contact data:

Service hotline: +49 (0) 991 / 290 92 - 100 Email address: service@gfh-gmbh.de

The work days customary at the location shall apply for the "Basic", "Silver" and "Gold" Service Agreements.

Exceptions are:

Saturdays, Sundays and holidays (Germany and Bavaria), as well as the GFH GmbH company shutdown in calendar weeks 1 and 52.

7. Response times on-site:

If a necessary service deployment before 13:00 is decided, the response time shall be described as in the Service Agreements. After 13:00 the response time shall start with

- the commencement of the following work day, likewise as described in the Service Agreements.
- An evaluation concerning a necessary onsite service deployment can only occur after successful fault diagnosis via telephone maintenance and remote maintenance.

### II. Performance components "Basic"

## 1. The "Basic" Service Agreement includes the following performance components:

- 24/7 hotline
- Telephone fault analysis, incl. ticket creation
- Response times per telephone, remote maintenance and on-site
- Online remote diagnosis and telephone support outside warranty – billing in accordance with case flat-rate / ticket flat-rate

#### 2. Performance scope "24/7 hotline":

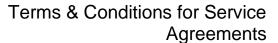
GFH GmbH is available to the customer with the hotline around the clock and seven days a week.

### 3. <u>Performance scope "Telephone fault analysis, incl. ticket creation":</u>

3.1. Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.

The general response times cited under I., point 4. shall apply.

3.2. For each new service case a ticket number shall be assigned to the customer with specification of the machine number.





## 4. Performance scope "Response times per telephone, remote maintenance and on-site":

The telephone response times shall be < 8 hours, the subsequent remote maintenance response times shall be < 4 hours.

If an on-site service deployment is decided, the on-site response time shall be < 5 days, excluding travel time.

# 5. Performance scope "Online remote diagnosis and telephone support outside warranty – billing in accordance with case flat-rate / ticket flat-rate":

Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployments, within the response times cited under I., point 4., to the extent possible with the aid of the remote maintenance system.

### III. <u>Performance components</u> "Silver"

## 1. The "Silver" Service Agreement includes the following performance components:

- 24/7 hotline
- Telephone fault analysis, incl. ticket creation
- Response times per telephone, remote maintenance and on-site
- Guaranteed on-site service
- Online remote diagnosis and telephone support outside warranty 20 h included / year
- Software maintenance

#### 2. Performance scope "24/7 hotline":

GFH GmbH is available to the customer with the hotline around the clock and seven days a week.

#### 3. <u>Performance scope "Telephone fault</u> analysis, incl. ticket creation":

3.1. Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.

The general response times cited under I., point 4. shall apply.

3.2. For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

## 4. <u>Performance scope "Response times per telephone, remote maintenance and on-site":</u>

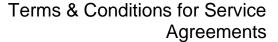
The telephone response times shall be < 4 hours, the subsequent remote maintenance response times shall be < 2 hours. If an onsite service deployment is decided, the onsite response time shall be < 5 days, excluding travel time. The on-site service is guaranteed by GFH GmbH.

### 5. <u>Performance scope "Guaranteed on-site service":</u>

If fault rectification/fault correction via telephone & remote maintenance is not possible, we guarantee on-site service with due consideration of the "Silver" response times.

## 6. Performance scope "Online remote diagnosis and telephone support outside warranty – 20 h included / year":

Diagnosis and rectification of faults of the GFH GmbH machine and support and preparation of service deployments, within the response times cited under I., point 4. to the extent possible with the aid of the remote maintenance system.





#### 7. <u>Performance scope "Software mainte-nance":</u>

Software updates within the same main version (major release) of GL.control shall be free of charge within the term of the service agreement.

### IV. <u>Performance components</u> "Gold"

## 1. The "Gold" Service Agreement includes the following performance components:

- 24/7 hotline
- Telephone fault analysis, incl. ticket creation
- Response times per telephone, remote maintenance and on-site
- · Guaranteed on-site service
- Online remote diagnosis and telephone support outside warranty – 40 h included / year
- Software maintenance

#### 2. Performance scope "24/7 hotline":

GFH GmbH is available to the customer with the hotline around the clock and seven days a week.

#### 3. <u>Performance scope "Telephone fault analysis, incl. ticket creation":</u>

3.1. Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.

The general response times cited under I., point 4. shall apply.

3.2. For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

### 4. <u>Performance scope "Response times per telephone, remote maintenance and on-site":</u>

The telephone response times shall be < 4 hours, the subsequent remote maintenance response times shall be < 2 hours. If an onsite service deployment is decided, the onsite response time shall be < 2 days, excluding travel time. The on-site service is guaranteed by GFH GmbH.

#### 5. <u>Performance scope "Guaranteed onsite service":</u>

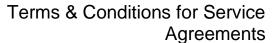
If fault rectification/fault correction via telephone & remote maintenance is not possible, we guarantee on-site service with due consideration of the "Gold" response times.

## 6. Performance scope "Online remote diagnosis and telephone support outside warranty – 40 h included / year":

Diagnosis and rectification of faults of the GFH GmbH machine and support and preparation of service deployments, within the response times cited under I., point 4., to the extent possible with the aid of the remote maintenance system.

### 7. <u>Performance scope "Software mainte-nance":</u>

Software updates within the same main version (major release) of GL.control shall be free of charge within the term of the service agreement.





### V. <u>Performance components</u> "Diamond"

## 1. The "Diamond" Service Agreement includes the following performance components:

- 24/7 hotline
- Telephone fault analysis, incl. ticket creation
- Response times per telephone, remote maintenance and on-site
- Guaranteed on-site service
- Online remote diagnosis and telephone support outside warranty – 40 h included / year
- Software maintenance

#### 2. Performance scope "24/7 hotline":

GFH GmbH is available to the customer with the hotline around the clock and seven days a week.

### 3. <u>Performance scope "Telephone fault analysis, incl. ticket creation":</u>

3.1. Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.

The general response times cited under I., point 4. shall apply.

3.2. For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

## 4. Performance scope "Response times per telephone, remote maintenance and on-site":

The telephone response times shall be < 4 hours, the subsequent remote maintenance response times shall be < 2 hours. If an onsite service deployment is decided, the onsite response time shall be < 1 day, excluding travel time. The on-site service is guaranteed by GFH GmbH.

#### 5. <u>Performance scope "Guaranteed onsite service":</u>

If fault rectification/fault correction via telephone & remote maintenance is not possible, we guarantee on-site service with due consideration of the "Diamond" response times.

# Performance scope "Online remote diagnosis and telephone support outside warranty – 40 h included / year":

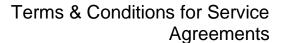
Diagnosis and rectification of faults of the GFH GmbH machine and support and preparation of service deployments, within the response times cited under I., point 4., to the extent possible with the aid of the remote maintenance system.

#### 7. <u>Performance scope "Software mainte-nance":</u>

Software updates within the same main version (major release) of GL.control shall be free of charge within the term of the service agreement.

#### VI. Prices and payment

- The "Silver", "Gold" and "Diamond" Service Agreements shall be billed annually at a flat rate for the entire term of the Service Agreement at the beginning of each billing period.
- 2. Unless otherwise agreed, all invoices issued by GFH GmbH shall be payable net within 14 days of receipt by the customer without deduction to the account specified by GFH GmbH. For timeliness of the payment, the date the payment is credited to the account of GFH shall be authoritative.





#### VII. Contract term and price adjustment

- 1. The service agreements "Silver", "Gold" and "Diamond" shall have a fixed term of 2 years (the so-called basic term). The term starts at the earliest with acceptance of the respective machine in the customer's facilities.
- 2. At the end of the term, the service agreements are automatically extended by 1 year if they are not terminated in writing with a notice period of 6 months to the end of the term.
- 3. To reflect rising costs, GFH GmbH shall be entitled to adjust the annual flat rate by up to 5% with effect starting from a new contract year. The adjustment shall only be effective if it has been announced to the customer at least 6 months prior to commencement of the contract year in question, with reference to the possibility of ordinary termination in accordance with paragraph VII., point 2. above. The basic term (see paragraph VII., point 1.) of a Service Agreement shall be excepted from the price adjustment.

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