

## Special Conditions for Service Agreements

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### 1. General information

- 1.1. 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).
- 1.2. 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.
- 1.3. General response times:  
**Monday to Thursday from 08:00 to 17:00 and  
Friday from 08:00 to 12:30 CET / CEST (Germany).**
- 1.4. Service contact data:  
**Service hotline: 0991 / 290 92 – 100  
Email address: service@gfh-gmbh.de**
- 1.5. The work days customary at the location shall apply for the "Basic", "Silver" and "Gold" Service Agreements.  
Exceptions are:  
Saturdays, Sundays and holidays (Germany, Bavaria), as well as the GFH GmbH company shutdown in calendar weeks 1 and 52.
- 1.6. 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.
- 1.7. An evaluation concerning a necessary on-site service deployment can only occur after successful fault diagnosis via telephone maintenance and remote maintenance. To ensure a successful troubleshooting, the caller must be able to communicate technical issues in German or English. The technical requirements must be fulfilled to enable a remote dial-in via a stable VPN connection for an optimal support.

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### 2. Service Agreements "BASIC"

**2.1. 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

**2.2. Performance scope "24/7 hotline":**

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

**2.3. Performance scope "Telephone fault analysis, incl. ticket creation":**

- Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.
- Availability of a qualified technician within the general response times cited under 1.3.
- For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

**2.4. 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 generally < 5 days, excluding travel time.

**2.5. 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 1.3., to the extent possible with the aid of the remote maintenance system.

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### 3. Service Agreements "SILVER"

**3.1. 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

**3.2. Performance scope "24/7 hotline":**

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

**3.3. Performance scope "Telephone fault analysis, incl. ticket creation":**

- Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.
- Availability of a qualified technician (response times):  
**Monday to Thursday from 07:00 to 18:00 and Friday from 07:00 to 15:00 CET / CEST (Germany).**
- For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

**3.4. 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 on-site service deployment is decided, the on-site response time shall be < 5 days, excluding travel time. The on-site service is guaranteed by GFH GmbH.

**3.5. Performance scope "Guaranteed on-site service":**

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

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

GFH GmbH machine and support and preparation of service deployments, within the response times cited under 3.3. to the extent possible with the aid of the remote maintenance system.

**3.7. Performance scope "Software maintenance":**

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

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### 4. Service Agreements "GOLD"

**4.1. 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

**4.2. Performance scope "24/7 hotline":**

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

**4.3. Performance scope "Telephone fault analysis, incl. ticket creation":**

- Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.
- Availability of a qualified technician (response times):  
**Monday to Friday from 06:00 to 22:00 CET / CEST (Germany).**
- For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

**4.4. 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 on-site service deployment is decided, the on-site response time shall be < 2 days, excluding travel time. The on-site service is guaranteed by GFH GmbH.

**4.5. Performance scope "Guaranteed on-site service":**

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

**4.6. 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 4.3., to the extent possible with the aid of the remote maintenance system.

**4.7. Performance scope "Software maintenance":**

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

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### 5. Service Agreements "DIAMOND"

**5.1. 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

**5.2. Performance scope "24/7 hotline":**

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

**5.3. Performance scope "Telephone fault analysis, incl. ticket creation":**

- Diagnosis and rectification of faults of the GFH GmbH machines, support and preparation of service deployment, to the extent possible via telephone.
- Availability of a qualified technician (response times):  
**Monday to Friday from 00:00 to 24:00 CET / CEST (Germany).**
- For each new service case a ticket number shall be assigned to the customer with specification of the machine number.

**5.4. 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 on-site service deployment is decided, the on-site response time shall be < 1 day, excluding travel time. The on-site service is guaranteed by GFH GmbH.

**5.5. Performance scope "Guaranteed on-site service":**

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

**5.6. 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 5.3., to the extent possible with the aid of the remote maintenance system.

**5.7. Performance scope "Software maintenance":**

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

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### 6. Prices and payment

- 6.1. 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.
- 6.2. 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.

### 7. Contract term and price adjustment

- 7.1. 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.
- 7.2. 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.
- 7.3. 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 7.2. above. The basic term (see paragraph 7.1.) of a Service Agreement shall be excepted from the price adjustment.

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### 8. Liability

- 8.1. GFH GmbH shall be liable without limitation for intent and gross negligence. With regard to slight negligence, GFH GmbH' liability shall be limited and restricted to the foreseeable damage that might typically occur under the contract if an obligation is violated the fulfilment of which is essential for the proper performance of the contract and on the compliance with which the customer may regularly rely (cardinal duty).
- 8.2. GFH GmbH shall be liable for cases of initial impossibility only if it had knowledge of the hindrance to performance or if its lack of knowledge is due to gross negligence.  
The foregoing liability limitations or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG) and to damage arising from injuries to life, body or health.
- 8.3. Liability for the destruction of data shall be restricted to the costs that would be required for its reconstruction if the data had been properly secured by the customer.
- 8.4. Insofar as GFH GmbH' liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and vicarious agents.

### 9. Limitation of Claims

- 9.1. Claims for defects and liabilities of the customer become statute-barred after twelve months.
- 9.2. Claims for defects of the customer due to defects in constructions of buildings and work the success of which is based on planning and supervision services shall become statute-barred after five years.
- 9.3. The statutory limitation periods shall apply to claims due to injuries to life, body or health, grossly negligent or intentional behaviour, the culpable violation of cardinal duties - obligation which is essential for the proper performance of the contract and on the compliance with which the customer may regularly rely -, the breach of guarantees and in case of claims under the ProdHaftG.
- 9.4. The limitation starts after „ready-for-use“ delivery.