

**General Business Conditions  
for Field Service of Devices and Systems delivered by LUST  
for Commercial Transactions in Germany and EU Countries**

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1. Preamble

The “General Business Conditions for Field Service of Devices and Systems manufactured by LUST” apply in addition to the “General Business Conditions for Repairs to Devices and Systems manufactured by LUST.” The latter apply, whereby the terms repair and repair item have been replaced by the terms service and service item, to the extent these can be replaced within the respective context.

2. Scope

- 2.1 These conditions apply to services such as initial startup, consulting, training, maintenance and repair that the Supplier performs in the field, unless other agreements were made in individual cases. Supplemental agreements and changes require written confirmation from the Supplier.
- 2.2 If the Purchaser and the recipient of the services – hereinafter referred to as end Purchaser – are not identical, the Purchaser must disclose to the Supplier the name, address, and department of the end customer as well as an on-site contact person. The Purchaser is responsible for ensuring that the service can be performed by the Supplier per Section 4.

3. Service Price

The service shall be invoiced to the Purchaser according to the attachment based on time expended, unless a flat rate was expressly agreed.

4. Obligations of the Purchaser/End Customer

- 4.1 The Purchaser/end customer shall support at its own expense the service personnel in the performance of their work.
- 4.2 The Purchaser/end customer shall undertake the necessary special measures required for the safety of the persons and property at the point where the service is performed and shall instruct the service technician/engineer of any special safety regulations that affect the performance of the service.
- 4.3 The Purchaser/end customer shall provide at its own expense technical support, in particular:
- 4.3.1 Provision of additional personnel needed by the Supplier during the time needed to perform the service; the additional personnel must follow the instructions of the service technician/engineer. The Supplier shall not be liable for the support personnel. If the support personnel cause a defect or damage as a result of instructions from the service technician/engineer, the provisions in Section 8 and 10 of the General Business Terms for Repair shall apply accordingly.
- 4.3.2 Performance of all wiring, rewiring, mechanical, and other work in and on the switch cabinet including the procurement of the needed electrical and electronic materials or components, such as cable, cable accessories, contactors, switches, relays, etc.

- 4.3.3 Provision of heat, light, operating power, and water, and all necessary connections.
  - 4.3.4 Transport of the service items to the servicing station, protection of the servicing station and materials from damaging influences of any type, cleaning of the servicing station.
  - 4.3.5 Provision of materials and performance of all other activities required for the adjustment of the service item and for the performance of a contractually specified trial.
- 4.4 The technical support provided by the Purchaser/end customer must ensure that the performance of the service can begin immediately after arrival of the service technician/engineer and without delay until the acceptance by the Purchaser/end customer. If special drawings or instructions from the Supplier are required, these will be made available to the Purchaser/end customer in a timely manner.
- 4.5 If the Purchaser/end customer does not fulfill its obligations, the Supplier shall be entitled after notification but not obligated to perform these duties itself at the expense of the Purchaser/end customer or to stop the performance of the service. In other respects, the legal rights and claims of the Supplier shall remain unaffected.

#### 5. Service period, bearing of risk

- 5.1 If the performance of the service is stopped, lost, or made worse before the acceptance, provided it is can be acceptance-inspected, through no fault of the Supplier, the Supplier shall be entitled to demand the service price less the saved expenses. The same applies if the service cannot be performed through no fault of the Supplier.
- 5.2 The Purchaser shall be entitled to demand that the service be performed again only and to the extent that this is reasonable for the Supplier in particular in consideration of its other contractual obligations. The Purchaser shall pay for the repeated service based on the contract prices.

#### 6. Replacement by the Purchaser/end customer

If during the performance of field service by the Supplier devices, gages, or tools are damaged at the place of work or lost without fault of the Supplier, the Purchaser/end customer shall compensate for the loss. This provision shall not apply to damage due to normal wear.

#### 7. Severability

If one or more parts of these conditions should be or become invalid, the remaining conditions and the contract shall remain unaffected thereby.

If one provision of these conditions or the contract should be invalid in consideration of mandatory foreign law, the Supplier shall be obligated if so requested to negotiate amendments to the contract with us and to submit declarations to third parties or authorities through which the validity of the affected provision and, if this is not possible, its economic content shall be ensured. Suppliers shall be hereby informed pursuant to § 33 BDSG that we store personal data related to Suppliers.