

§ 1 General provision

The inspection shall be limited to the testing of technical systems and facilities. No activities shall be carried out that preserve, change or improve the condition of the system or facility.

§ 2 Services of the Contractor

(1) The inspection shall be carried out in the sense of DIN31051 in order to determine and assess the actual condition of the system. The Contractor's performance shall include all activities as listed below:

The following services are to be carried out by the Contractor:

- Visual inspection of the system for mechanical damages
 - Visual inspection of the system for wear (components that are difficult to access are excluded and/or named and listed separately in the inspection lists)
 - Checking of mechanically moving parts and their function (poorly accessible components are excluded and/or named and listed separately in the inspection lists)
 - The provision of the measuring devices and tools required for the inspection
- (2) The inspection shall include the acceptance of any necessary spare or wear parts as well as the preparation of an appropriate offer.
- (3) Preparation of an inspection report (Hecht-Layout) with an assessment of the condition of the system and recommended measures to remedy any defects or damages identified.

§ 3 Performance exclusions by the Contractor

- (1) Any kind of repair by the Contractor is excluded. This also applies to the replacement of all smaller system components that have become unusable due to natural wear and tear.
- (2) Any repair that may be necessary shall be offered and handled separately.
- (3) Larger repairs or maintenance works shall require a separate order.

§ 4 Obligations of the Client

- (1) The Client shall be obliged to provide technical assistance at his own expense, in particular to provide free of charge skilled labour, auxiliary materials as well as electricity and water including the necessary connections.
- (2) The Client shall provide the Contractor with safe access to the facilities.
- (3) The Client shall take the special measures necessary for the protection of persons and property at the workplace. He shall also inform the Contractor's personnel about the existing special safety regulations insofar as these are of importance for the service personnel. He shall notify the Contractor immediately after becoming aware of any violations of such safety regulations by the service personnel.
- (4) The Client shall be responsible for removing any contamination from the systems and machinery which could impair the inspection. In the event of contamination that poses a risk to the service technician, the Contractor reserves the right to cancel the inspection or not to carry it out. The costs incurred shall be borne by the Client.
- (5) For the duration of the inspection, the Client shall provide employees free of charge to support the works to be carried out.

§ 5 Obligations of the Contractor

- (1) The Contractor shall inform the Client of the exact date of the inspection at least 12 weeks in advance unless a specific date has been agreed between the contracting parties.
- (2) If it is not possible for the Client to carry out the work on the scheduled date, the Contractor is to be informed of this at least 4 weeks in advance. In the event of culpably late notification, the price shall be due in full, less any expenses saved with regard to travel and transport costs, travel times, overnight accommodation costs, if the service technicians could not be deployed elsewhere at the scheduled time.
- (3) If the inspection is delayed due to the existence of force majeure on the part of the contracting parties or measures taken within the scope of labour disputes, in particular strikes and lockouts as well as due to other circumstances for which the Contractor is not responsible, a new date shall be agreed. If such obstacles occur during the performance of the inspection and if these can be proven to have a significant influence on the completion of the inspection, a reasonable extension of the inspection period shall occur, this shall also apply if such circumstances occur after the Contractor is in default.
- (4) If the Contractor recognizes or suspects defects or damages which could endanger the safety or operational readiness of a system, he shall immediately notify the Client and, if necessary, arrange for the systems to be shut down.
- (5) If the Contractor recognizes that other maintenance intervals shall be necessary due to changes in use, legal provisions or generally recognized rules of technology or due to experience gained after a period of operation of several years, he shall inform the Client accordingly.



§ 6 Remuneration and Payment

The remuneration for the work of the inspection personnel shall be made in € plus VAT in accordance with the executed offer / order. Should the costs for the work of the inspection personnel demonstrably increase significantly before the inspection is carried out, the Contractor shall be entitled to adjust the remuneration accordingly.

- (1) The remuneration for the work of the inspection personnel already includes travel and transport costs as well as travel times
- (2) If the Client requests the works to be carried out outside of normal working hours (7:00 a.m. – 5:00 p.m.) and the Contractor agrees to this, the Client shall bear the associated additional costs.
- (3) The Contractor shall issue an invoice after each service has been performed. The invoice shall be paid immediately without deduction. If the Client is in default with his payment, the Contractor shall be entitled to charge interest on arrears at a rate of 7 percentage points above the base interest rate of the ECB (European Central Bank).
- (4) Pricing: The fixed price is made up of the following items:
 - the number of inspections per year
 - the number of persons required to carry out the inspections
 - the rate of remuneration for the usual working time of the technician
 - the internal processing and preparation
 - the possible costs of overnight accommodation
 - and the travel costs to and from the site
- (5) Changes in the remuneration for the work of the inspection personnel shall be notified to the Client in advance and shall take effect from the next payment period, even if the Client has paid the remuneration before the due date.
- (6) The Client shall only be entitled to set-off rights if his counterclaims are undisputed by the Contractor, ready for a decision or have been legally established. The Client shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship or the counterclaim is undisputed by the Client, legally established or ready for a decision.

§ 7 Subsequent performance in the event of poor performance and liability of the Contractor

- (1) If the inspection is not carried out completely or not properly, the Contractor shall make up for it or repair it free of charge. In this respect, the Client has a duty to give notice of defects without delay after becoming aware of the incompleteness or poor performance.
- (2) The Contractor shall remedy free of charge all damages to the systems and machinery to be inspected culpably caused by him or his vicarious agent. The obligation to pay compensation shall be limited to the contractual annual fee.
- (3) If the Contractor does not fulfil his obligation to make good, rectify or repair the damage, the Client shall be entitled to set a reasonable deadline. If the Contractor allows this deadline to expire fruitlessly, the Client may, at his discretion, demand a reduction in the agreed price or terminate the contract without notice.
- (4) The Contractor is liable for intent and gross negligence. In the case of simple negligence, the Contractor shall only be liable in the event of a breach of a material contractual obligation. In this case, his liability is limited to the contract-typical foreseeable damage. In the case of guaranteed properties, his liability for property damage and financial loss shall be limited to the scope and amount of the product liability insurance existing for him. The amount of coverage for the insured events recorded in the insurance contract shall be at least € 2.5 million per event of damage and double per insurance year. Insofar as this insurance does not apply or does not apply in full, the Contractor shall be liable up to the amount of the sum insured.

Claims for damages due to personal injury are subject to the statutory provisions. Restrictive liability agreements arising from the contract shall also apply to tort claims of the Client. Any further liability for damages on the part of the Contractor beyond the above provisions is excluded. Insofar as the Contractor's liability is limited or excluded, this shall also apply to the personal liability of his employees, workers, representatives, vicarious agents and assistants.

§ 8 Period of limitation

The limitation period for claims according to Section 8 is 1 year from the completion of the service. This shall not apply in the case of intent, fraudulent intent, assumption of a guarantee, personal injury and in the case of a grossly negligent breach of duty or breach of essential contractual obligations.

§ 9 Other provisions

- (1) Extensions, relocations, partial renewals and other changes to the systems and machinery may only be carried out by or in coordination with the Contractor.
- (2) The inspection personnel shall be allowed access to the machinery and equipment during normal business hours / operating hours (7:00 a.m. - 5:00 p.m.) to carry out the announced inspection work. The Client shall provide the Contractor with any information requested about the systems and machinery to be inspected and make the associated documents available.



General Terms and Conditions
Inspection of technical Equipment and Machinery

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- (3) If the Client leaves machinery and equipment to third parties, his obligation to pay shall remain in force unless the third party enters into this contract with the consent of the Contractor. The consent can only be refused by the Contractor for a good cause.
- (4) Ancillary agreements and amendments to the contract require the written confirmation by the Contractor for reasons of proof.

§ 10 Place of Jurisdiction

German law shall be applied. If the Client is a merchant, a legal entity and/or a special fund under public law, the Court of the Contractor's headquarters shall have jurisdiction for all disputes arising from the contractual relationship.

