

# General Terms and Conditions for the Provision of Services (AVB Service SICK)

(as at December 2021)

## 1. Scope of Application

These General Terms and Conditions for the Provision of Services shall apply to all services rendered by SICK AG and by companies of the SICK Group domiciled in Germany and affiliated with SICK AG in accordance with article 15 et seq. of the German Stock Corporation Act [AktG], (hereinafter collectively referred to as "SICK") in connection with products manufactured or sold by SICK and, insofar as offered by SICK, in connection with products of other manufacturers, in particular to

- consulting services, expert opinions, and engineering services;
- diagnoses and troubleshooting (also remote);
- mounting and installation;
- commissioning, maintenance and inspection;
- performance of measurements;

as well as to all services relating to protective devices within the meaning of the Machinery Directive, in particular to

- inspections of protective devices;
- performance of measurements, e.g. stop time measurements;
- consulting services.

Different and additional General Terms and Conditions of the Customer shall only apply to the extent that SICK has expressly accepted them in writing.

## 2. Services of SICK

2.1. The type and scope of the services to be provided by SICK are defined by the agreement between SICK and the Customer and additionally by SICK's quotation and, if the Services are not specified in detail in the quotation, in the inspection lists and check lists and the working plans of SICK, as amended from time to time.

2.2. SICK shall perform all work as services ("Dienstleistungen") according to article 611 et seq. of the German Civil Code [BGB]), unless expressly stipulated otherwise.

## 3. Prices and Payment

3.1. The prices stated in the quotation submitted by SICK shall apply. Prices are in EUR and are exclusive of statutory VAT. If no prices are stated in the quotation or were agreed, the current price lists of SICK for services in the respective business field shall apply.

3.2. Invoices must be paid immediately after receipt of invoice without cash discount.

3.3. Costs for the rectification of malfunctions and damages to products that are caused by the improper use by the Customer, by the interference by third parties or by force majeure are at the expense of the Customer. The same shall apply to damages and malfunctions that are caused by the fact that the environmental conditions at the installation location, the electric power supply system or the accessories do not conform to the respective specifications of the product.

## 4. Obligation of the Customer to Cooperate

4.1. The Customer shall grant SICK access for the immediate execution of the services during the usual business hours of SICK; otherwise, SICK may charge waiting times separately. If the Customer requests the execution of works outside the usual business hours of SICK, the Customer shall bear any additional costs associated therewith.

4.2. For the execution of the services, the Customer shall make available, to the extent required, auxiliary staff, auxiliary materials and technical documents. Furthermore, the Customer shall establish the operating conditions required for the execution of the services.

4.3. The Customer shall ensure that the employees of SICK can execute the services without any exposure to danger. In particular, the Customer must comply with the protective measures provided pursuant to the applicable statutory regulations and regulations of the trade associations and the respective safety regulations. The Customer is obliged to point out explosion risk areas and any other particular hazards (e.g. working alone, other works in progress, etc.) to the employees of SICK or, as the case may be, to ensure that the employees of SICK are supervised, coordinated and instructed as necessary.

## 5. Warranty and Liability

5.1. The Customer must notify SICK in writing of any obvious defects in the services within a period of two (2) weeks from performance of the services; other defects must be notified within a period of two (2) weeks from their detection, however no later than twelve (12) months after performance of the services. Any defects notified thereafter will not be considered. Any defects in the services duly notified shall be promptly remedied by SICK.

5.2. SICK shall be liable for damages – regardless of the legal cause – solely:

- a) in the event of intent;
- b) in the event of gross negligence;
- c) in the event of injury to life, body or health;
- d) in the event that a defect was concealed in a fraudulent manner;
- e) in case of an explicit guarantee;
- f) pursuant to the German Product Liability Act (ProdHaftG); or
- g) in the event of a breach of an essential contractual duty.

5.3. In the event of negligent breach of an essential contractual duty pursuant to Section 5.2 g), the liability for damages shall be limited to foreseeable losses typical for the contract. This also applies to loss of profits and any other financial loss. An essential contractual duty is a

duty the fulfillment of which is required for the due execution of the contract, and on the observance of which a Party principally relies, and may rely, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.

5.4. The liability of SICK for all damages arising out of or in connection with this contract caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any indemnification obligation, shall, regardless of the legal cause, except under the circumstances set out in Section 5.2 a) to f) above, be limited to the order value (aggregate liability cap).

5.5. The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, vicarious agents, associates, affiliated companies within the meaning of sections 15 et seq German Stock Corporation Code (AktG), suppliers and licensors of SICK.

5.6. Regarding the limitation period for claims, the legal provisions shall apply, unless provided otherwise in these General Terms and Conditions for the Provision of Services.

## 6. Force Majeure

If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of SICK ("Force Majeure Event"), the deadlines for performance by SICK will be extended by the duration of the Force Majeure Event plus an appropriate start-up period. Force Majeure Event(s) shall include but are not limited to serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation; war; terrorist attacks; incomplete, incorrect or delayed delivery by suppliers; riots and other comparable threats; labor disputes; shortage of or inability to obtain employees, equipment, adequate or suitable raw materials or transportation facilities; governmental acts, such as import and export restrictions; and disruptions of operations, including Force Majeure Events at subcontractors and suppliers of SICK. Alternatively, SICK shall have the right to withdraw from the respective individual contract in whole or in part without liability for any delay in performance or non-performance of its obligations.

## 7. Confidentiality

7.1. SICK shall treat as confidential any business secrets and trade secrets or other confidential information ("Confidential Information") gained in the course of executing the services. Confidential Information may only be made available to such employees or employees of affiliated companies who are involved in the processing of the services and/or only be provided to such third parties that have a legal or professional obligation to maintain confidentiality or that are under a contractual confidentiality obligation at least equivalent to the one in this clause. Publications, if any, shall require the written consent of the Customer.

7.2. The confidentiality obligation shall not apply to Confidential Information that was publicly known and available at the time of disclosure or was known to SICK prior to the time of disclosure, was at a later time lawfully disclosed to SICK by a third party without any restrictions on disclosure, was independently developed by SICK without recourse to Confidential Information or was subsequently publicly disclosed through no fault of SICK. Furthermore, the above confidentiality obligation shall not apply to Confidential Information that SICK is obliged to disclose by order of a competent court or authority or by law. SICK will limit such disclosure of Confidential Information to the minimum necessary extent. Insofar as legally permissible, SICK shall notify the Customer in writing in due time prior to the disclosure.

## 8. Export Compliance

8.1. The Customer undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the relevant business transaction when using, distributing or in any other way making available goods, software, technology incl. services provided by SICK ("SICK Items").

8.2. The Customer confirms not to be directly or indirectly controlled or owned by, or under common control with, a party identified on any sanctions list. The Customer will notify SICK about any changes in that regard without delay.

8.3. The Customer shall provide all information reasonably requested by SICK for export compliance purposes including, but not limited to, information about the end user, final destination and intended end use. No business transaction shall be binding on SICK until all approvals and export licenses required for the relevant business transaction have been obtained. SICK shall not be liable for delays or non-performance caused by the relevant authorities or the Customer even if SICK has confirmed a purchase order or delivery schedule.

8.4. The Customer shall fully indemnify and hold harmless SICK and its affiliated companies in accordance with article 15 et seq. of the German Stock Corporation Act [AktG] from and against any claims of authorities or other third parties due to the Customer's non-compliance with any provision of this section 'Export Compliance'. The Customer further undertakes to reimburse the SICK and its affiliated companies (as defined above) for any losses and expenses incurred in this context.

8.5. The Customer undertakes not to use, distribute or in any other way make available any SICK Items (i) for use in connection with the development, production, handling, operation, maintenance, storage,

**General Terms and Conditions for the Provision of Services (AVB Service SICK)**  
(as at December 2021)

detection, identification or dissemination of weapons of mass destruction and/or of missiles capable of delivering such weapons and/ or (ii) for use in weapons and/or weapons systems.

- 8.6. If the Customer breaches any of the provisions of this section 'Export Compliance', SICK is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part. All claims against the Customer remain unaffected.

**9. General Provisions**

- 9.1. If any provision of these General Terms and Conditions for the Provision of Services is or becomes invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In such case, the invalid or void provision shall be interpreted, reinterpreted or replaced in such a way that its intended economic purpose is achieved. This shall not apply if adherence to the contract constitutes an undue hardship to either Party.
- 9.2. All legal relations in connection with this contract shall be governed by German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 9.3. The sole place of jurisdiction for all disputes directly or indirectly arising from this contract shall be the place of business of SICK. Nevertheless, SICK shall also be entitled to appeal to a court seated at the place of business of the Customer.

- - -