

Terms of service:

I. Area of Application

The following terms of service apply to service and support, unless otherwise agreed on, in individual cases.

II. Calculation of Service and Support

1. Service and support are billed according to the time calculation in the appendix, unless an all-inclusive price had been expressly agreed on.
2. The amounts do not include VAT, this is to be reimbursed to Lenze in the statutory amounts.

III. Cooperation of the Customer

1. Customers support the service team in the execution of the service, at their own expense
2. If a customer is aware of sources of danger in the workplace that might be hazardous to non-resident workers, the customer is obliged to disclose the appropriate information to the non-resident workers' superior. Additionally, appropriate instructions for safety is to be provided.
The customer is obliged to provide the required safety infrastructure.
The customer will provide the service personnel with hand tools, machines, devices and the necessary energy supply, if required. The service maintenance personnel have to be informed of whether there is a safety engineer in the company, before the work commences.
If more than one employer is employed at the same workplace, they are obliged to cooperate in the implementation of the health and safety regulations.
The customer is obliged, according to the coordination guidelines, to instruct the service staff accordingly.
According to the coordination guidelines, the customer must stipulate preventative measures for the non-resident / external persons, as in agreement with the contractor.

The customer will provide the necessary safety-related facilities, such as the SIGE documents
The contractor will fulfill the safety requirements without interruption, for the time frame of his activities.

IV. Technical Assistance of the Customer

1. The customer is obliged to provide technical assistance at his own expense, in particular to:
 - a) provide the necessary, suitable assistants in the number and time required for the service; the assistants must follow the instructions of the service personnel. Lenze assumes no liability for the auxiliary assistants. Lenze takes over no liability for the assistants. If a lack or damage has originated from the assistants on the basis of instructions of the service staff, then rules VII or VIII shall apply.
 - b) provide dry and lockable rooms for the storage of the service personnel's tools.
 - c) provide suitable, safe and burglar-proof work rooms, and recreation rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for service personnel.
 - d) provide the materials and undertake any other miscellaneous actions necessary, to regulate and carry out a contractually agreed test of items to be delivered
2. The technical service team of the customer must ensure that the service/support can commence immediately after arrival of the service personnel, and can be carried out without delay, until the customer is satisfied. If special plans, needs or instructions are required by Lenze, the customer will be informed, in good time
3. If the customer does not comply with his obligations, Lenze is entitled to make an announcement but is not obligated to carry out the actions incumbent on the customer in his place and at his expense. For the rest, the legal rights and claims of Lenze remain unaffected.

V. Commissioning, risk

1. The start-up deadline will be complied with if the commissioning is ready for acceptance by the customer in the event of a contractually provided testing for the execution, by the time of expiry.
2. If commissioning is delayed by acts of labour disputes, in particular strike and lockout as well as in the case of circumstances which are not indebted to Lenze, and as long as such obstacles can be demonstrably shown to have a significant influence on the completion of the commissioning, a reasonable extension of the commissioning period shall occur. This also applies if such circumstances occur after Lenze has fallen into arrears. The customer shall be held responsible for any costs incurred by the delay.
3. If the customer verifiably suffers damage due to delays of the company Lenze, the customer is entitled to demand compensation for damages, to the exclusion of further claims. The amount is 0, 5% for each full week of delay. In total, no more than 5% will be charged for the part of the plant to be commissioned by the company Lenze, which cannot be used in time, as a result of the delay.
4. If the commissioning performance malfunctions or is impaired before the acceptance test, with no fault of Lenze, then it is entitled to claim the start-up price less the costs of unused services. The same applies to the involuntary impossibility of commissioning, which is no fault of Lenze.

The customer can request a repetition of the commissioning service, if this is to be granted by Lenze, taking into account in particular, its other contractual obligations. A renewed remuneration for the repetition is to be compensated on the basis of the valid service conditions of Lenze.

VI. Trial Run

After commissioning, a trial run with the entire material spectrum takes place. The customer is obliged to provide material in the required quality and quantity for the trial run. During the trial run, any necessary readjustments will be made. If all materials cannot be tested during the test run, this will be recorded in the acceptance report.

VII. Approval

1. As soon as the customer is notified of the approximate completion of a trial run for an item, the customer has to consent to the commissioning of the item.
If the commissioning does not conform to the terms of the contract, Lenze is obliged to rectify the defect at their expense. This is however, not applicable if the defect is irrelevant to the client or based on a circumstance attributable to the client. If Lenze approves and insists on repairing the defect or fault, the customer should not decline. If there is a non-essential defect and if Lenze explicitly recognizes its obligation to remedy the defect, the customer cannot refuse acceptance.
2. If the acceptance is delayed through no fault of Lenze, the acceptance shall be deemed as having taken place after expiry of two weeks, after the termination of commissioning.
3. After the certification of acceptance, the liability of Lenze for recognizable defects does not apply unless there is no claim of breach of regulation.

VIII. Warranty

1. If technical defects occur within twelve months, after the acceptance of the commissioning by Lenze, to the exclusion of all other claims of the customer, the customer is liable for the elimination of the defects. The customer is obliged to notify Lenze immediately of any detected defects. The expiry for the claim of a defect expires in six months from the date of the claim. The period of liability for defects shall be extended by the duration of the interruption caused by the repair work.
2. Lenze is not liable if the defect is insignificant for the interests of the customer or is based on a circumstance attributable to the customer.
3. Any changes or repairs carried out by the customer or a third party without the prior permission of Lenze, shall cancel the liability of Lenze for the resulting consequences. Only in cases of urgency, where there is the danger of operational safety, and to the defence of disproportionately large damages, or if Lenze is in default with eliminating the defect after being informed immediately, can the customer have it rectified by third parties and demand compensation from Lenze for the necessary costs.
4. If Lenze fails to meet the deadline for eliminating the defects or the defect is not eradicated due to the inability of Lenze, the customer has the right to reduce the agreed prices. Despite the commissioning of the item or the proven lack of interest of the customer, and the agreed price reduction, the customer can still withdraw from the contract after announcing the intention.

IX. Other liability of Lenze

If, during commissioning, a component of the system supplied by Lenze is damaged due to the fault of Lenze, the latter must, at its option, repair or re-supply it at its own expense.

X. Limitation of Liability

The customer can, to the extent that such exclusion of claims and rights is legally permissible, in addition to the claims granted to him in the preceding provisions, no claims for compensation, in particular no claims for damages, not even for tortious acts, or other rights due to any disadvantages, which are related to the commissioning, assert indifferently against Lenze, regardless of any legal reason he invokes.

XI. Additional services of the customer

If, without fault of Lenze, devices or tools provided by the company are damaged during commissioning on the site, or if they are lost through no fault of Lenze, then the customer is obliged to compensate for these damages or losses. Damages due to normal wear and tear will not be taken into consideration

XII. Jurisdiction

For all disputes arising from the contractual relationship, if the customer is a registered trader, a legal person under public law or a special fund under public law, the court of the main body of Lenze, is responsible.

XIII. Remote Support

1. If the customer instructs Lenze to offer Remote Support Services, he will be invited to an online conference as part of the support service to be performed. In the context of this online conference, the customer can independently release his screen, activate a webcam connected to the customer computer for video transmission and use the chat mode or the Internet phone function. If the control of the desktop has to be transferred to the Lenze support employee during the import process, this can only be done actively by the customer.
2. If Lenze detects deviations by means of remote diagnostics that require a measure, it shall assist the customer in the repairs and maintenance, insofar as this is possible with the means of telecommunication described in the contract.
3. If the system cannot be made functional or not completely repaired, by means of telecommunication measures (remote support), Lenze will inform the customer. At the customer's request, Lenze will provide additional maintenance and repair measures or propose further maintenance and repair measures to the customer, which will ensure the proper operation of the system, and support the implementation of the proposed measures. This will be regarded as a separate agreement which is to be completed and agreed upon.
4. Lenze assumes the obligations of the contract, as listed in detail. A guarantee that all existing damages and defects of the machinery will be diagnosed and remedied by the contractual services, as well as a guarantee for the functionality of the machine / plant is not included.
5. Each party is responsible for the maintenance and operation of the necessary data connection. The customer procures a data connection in his own name and at his own expense and ensures that Lenze has access to this connection for the contractual services. The customer bears the costs of the data connection and the costs for the individual transmission processes.
6. If the data connection is disturbed and if Lenze cannot receive data or only inadequately receives it, Lenze is exempted from the liability of the contract. This also applies if the data quality does not make it possible for Lenze to provide the services. Lenze will be freed from the liability of the contract. In this case, Lenze must inform the client of the disruption of the data connection.
7. Remote Support is based on a secured connection. Prior to the invitation to remote support, the customer will be notified of the technical details of the remote support. The customer is responsible for ensuring that these remote support technical requirements are compatible with the equipment it uses.
8. Lenze will only use data that becomes known within the framework of remote support work for purposes of remote support. The responsibility for the protection of personal data of the customer's employees and customers as well as business secrets of the customer remains with the customer alone. This person must take the necessary safety precautions.
9. The parties agree that 100% security of data transmission cannot be guaranteed by Remote Support. The customer will therefore provide sufficient data protection and protect sensitive data from access via the remote support facilities. Liability for data loss is limited to the typical recovery effort that would have been incurred in the regular and safe preparation of appropriate backup copies. For the rest, the regulations of these General Terms of Service apply
10. Remote Support is offered during office hours

Attachment to the terms and conditions for sending service personnel and remote support

I. General services

1. Classification and selection of service personnel is carried out by us.
2. If replacement for the service personnel is necessary for reasons for which Lenze is not responsible, the resulting costs will be charged.

II. Work time - Remuneration – Triggering

For each service assignment at least 1 hour preparation time will be charged in addition to the work and travel time reported according to the service protocol. The preparation time includes general services such as technical service preparation, provision of spare parts and handling of the service order.

* Engineers	EUR 155,00 / hour
* System engineers	EUR 175,00 / hour

Normal working hours:

Monday to Thursday	07:30 - 16:30
Friday	07:30 - 12:00

Overtime calculation is made with the following surcharges:

For hours outside normal working days, the following apply:		
Monday – Thursday	06:00 - 07:30 and 16:30 - 20:00 hrs	25% surcharge
Friday	06:00 - 07:30 and 12:00 - 20:00 hrs	25% surcharge
Saturday	06:00 - 20:00 hrs	50% surcharge
After 20:00 - 06:00 and for Sundays and public holidays		100% surcharge
For travel hours, the same rates as stated above apply		

Domestic trigger	EUR 40,00 / day
Trips abroad	depending on the assembly country
Overnight stays will be charged on receipt plus 10% handling fee.	

Remote Support:

Service Remote Support Start-up (includes the connection and the first one hour)	EUR 220,00
Service Remote Support - for each additional 15 minutes	EUR 55,00

III. Travel costs for return trip and trips on site

- * Passenger car: mileage allowance of EUR 0.75 / km
- * Travel by train or plane will be charged on receipt plus 10% handling fee.

If the departure is delayed or prevented, the resulting costs of the living out allowance is to be borne by you. All prices and billing rates do not include VAT. This will be invoiced separately at the value added tax applicable to performance.

IV. Provisions

The existing provisions are supplemented by the relevant statutory and tariff regulations and agreements. They change as the terms or conditions change. Deviations from these provisions require our written approval to be valid. The withholding of payments or the offsetting due to any counterclaims of the customer disputed by the supplier are not permitted.

V. Validity

The prices are subject to validity from 1 May 2026 to 30 April 2027