

Service conditions applicable to all legal relationships between the customer and BVS.

I. Area of application

The following regulations apply in addition to our General Terms and Conditions (please see: <https://www.bvs-cnc.de/en/generaltermsandconditions/>). They are valid for BVS Industrie-Elektronik GmbH's ("BVS") entire service processing and that of their customers. General Service Conditions and General Terms and Conditions of the customer or third parties only apply if BVS has specifically agreed to their use in writing.

II. Customer's obligations to perform

1. Note on risk

The customer is expressly made aware that, even with diagnostic measures carried out appropriately and with due care, other components could be damaged on the machine by diagnostic test runs at the customer's location.

2. Error description

The customer is obligated to provide BVS with a precise and comprehensive written description of all faults or malfunctions on the module/s sent in, and to support BVS during error analysis. During this process, the customer has to point out potential technical or manufacturer-specific features.

3. Documentation

The customer must provide BVS with all information and documentation required to carry out the service properly, in good time before work starts.

4. Information

The customer must notify BVS of the need for certain safety tests or prerequisites in good time.

5. Interfaces

The customer must make BVS aware of all relevant interfaces (hardware and software) which must be considered during the performance of the service. This applies, in particular, to the performance of programming services on data processing systems.

6. Data back-up; parameters

The customer is obligated to check all settings, parameter sets and data required for proper operation and functionality of the machine/system, and to ensure that these have been set correctly for the use intended by the customer, and that they are also backed up externally. BVS is not liable for the loss of data, parameters or settings. Liability for functional incapacity of the machine/system is excluded.

7. Co-operation

The customer must support BVS service staff in the performance of the service in every way. The customer is obligated to provide technical assistance, at his own expense, in particular, to provide the necessary, suitable assistants in the number required for the service, and for the required time. The service staff must have unrestricted access to the machine during the service. The assistants must comply with the instructions provided by service staff. BVS does not accept liability for the assistants. The customer's technical assistance must guarantee that the service can be started immediately after the service staff has arrived and can be carried out without delay until accepted by the customer.

8. Occupational safety

The customer must implement specific measures for the protection of people and property required at the job site. The customer must notify the service staff of existing specific safety and occupational safety stipulations insofar as these are of relevance to the service staff.

III. Offer, estimate

Wherever possible, the customer will be notified of the expected price of the repair/assembly in the service estimate. The creation of a quotation with a binding price commitment is not possible. Such a quotation - if not otherwise agreed - is only binding if it is submitted in writing with the comment "binding price commitment". The service will be remunerated based on time spent. In the calculation of the service, prices for work performed and for parts and materials used will be specified separately. The same applies to travel and transport costs. The basis for the calculation is the service report created during the acceptance process. The work, travel and waiting times as well as module returns are charged in accordance with the applicable rates of BVS Industrie-Elektronik GmbH. If work cannot be started immediately after the service technician has arrived, or delays occur, costs arising for waiting times must be borne by the customer.

IV. Acceptance

The customer is obligated to accept as soon as he is notified of the completion of the service and the functional test has been completed, unless a fault exists which limits the use of the machine/system. An acceptance protocol is created after completion. If partial functions of the contractual object can be used independently for production purposes and are ready for acceptance, the customer is obligated to partial acceptance.

A protocol for (partial) acceptance is created which will be signed by both parties. The (partial) acceptance is deemed as having taken place if the customer does not declare acceptance within an appropriate period specified despite the existing obligation to accept, or refuses it even after repeated prompting by BVS, or if he delays commissioning or the functional test without good reason and BVS then sets the customer an appropriate deadline for co-operation which passes without action, or if the customer starts using the contractual object for production purposes. The supplier's liability for noticeable faults lapses with acceptance.

V. Retention of title

BVS retains the title of the object from the purchase contract, contract for labour and materials or service contract until the complete fulfilment of all payment obligations, even for potentially owed additional services, from the relevant contract. Until the complete fulfilment of all payment obligations, the customer must neither sell nor pawn the object subject to retention of title or collateralise it. The customer must notify BVS immediately in the event of confiscation or requisition or other decrees by third parties.

VI. Warranty

If the purchase object or the service has faults at the time of transfer of risk, BVS is liable to the exclusion of all further claims, but subject to liability in accordance with Section VII, exclusively in accordance with the following stipulations: BVS will decide to repair free of charge or replace without faults ("Rectification") faulty parts of the purchase object. BVS will choose the appropriate rectification, considering the overall circumstances, and its proportionate form in terms of the associated costs. After the machine has been commissioned, the service will be deemed as successful. Any warranty claims for the service will lapse with the successful functional test of the machine. Service costs required for a repair of the purchase object will have to be borne by the customer again. These costs are not included in the warranty assurance. The customer is entitled to withdraw from the contract or to lower the contract price based on a fault only if BVS - subject to legal exceptions - let an appropriate deadline set for repair or replacement lapse unsuccessfully, or if rectification has failed repeatedly and another rectification attempt is not reasonable. In these cases, the right to withdraw is restricted to faults that limit use. Claims based on faults, regardless of which legal ground, lapse, if not otherwise agreed, after 24 months of the customer accepting the contractual object or acceptance being deemed as having taken place. The warranty period will be suspended for the duration of the rectification. It will not start again from the beginning. Please also refer to the regulations of our General Terms and Conditions.

VII. Liability

BVS is liable for damage that has not occurred on the contractual object itself, exclusively in the event of malice or gross negligence, or culpable injury to life, body and health, or for faults that BVS has maliciously concealed, or insofar as liability is mandatory for personal or material damages subject to the Product Liability Law. No warranty assurances by BVS exist and are declared as ineffective even now - if claimed. Further claims are excluded. BVS is not liable, in particular, for damage that occurred based on unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear, incorrect or negligent treatment, improper maintenance, unsuitable equipment, inadequate construction work, an unsuitable building site, chemical, electro-chemical or electrical influences. The same applies to improper repairs by the customer himself or third parties. The burden of proof shall be borne by the customer. BVS' liability for consequences/damage resulting from this is excluded. The same applies to changes to the purchase/service object without prior authorisation from BVS. BVS does not accept liability for damage that did not occur on the object to be repaired itself. The assertion of a claim for compensation based on loss of production, machine down-time, staff costs, data loss as well as loss of profit or other financial losses remains excluded.