

Supplementary Terms applying to Hardware Maintenance Agreements with Stemmer GmbH (version as of September 2009)

The following Supplementary Terms apply to all Hardware Maintenance Agreements concluded with us **in addition to our General Terms and Conditions**:

1. Subject Matter

- 1.1 We shall assume the task of maintaining the hardware we have supplied and installed for the Customer, in order to ensure its availability. To this end, we shall carry out the necessary maintenance work or repairs, and in particular we shall supply and install any spare parts required, and replace or repair exchangeable parts and components.
- 1.2 In the event of technical faults, maintenance and repairs to the hardware shall be done during normal working hours, i.e. 9 a.m. to 5 p.m. Mondays to Fridays (excl. public holidays) as well as at times specifically agreed with the Customer.
- 1.3 As a rule within eight hours of receiving an error report from the Customer, we shall commence diagnosing and eliminating the error during the working hours specified in Section 1.2 above.
- 1.4 At no extra charge, we are entitled at any time to make alterations to hardware that we have found necessary for increasing functional stability and that can be retrofitted.
- 1.5 Maintenance and repairs to the hardware are always carried out on location at the Customer's premises, unless repairs at a specialist workshop are required. In addition to or in lieu of working on location, we may choose at our own discretion to carry out maintenance work and repairs using our remote support's technical facilities.

2. Fees

- 2.1 The fees agreed between the parties and documented in our confirmation of order shall apply to the contractual services. Unless otherwise agreed between the parties, the Customer shall pay such fees in advance on a monthly basis. On payment of the fees, all the costs incurred for maintenance and repairs including related journeying times, travel expenses and allowances shall be deemed balanced, except where services pursuant to Section 2.2 below are involved.
- 2.2 The following services are not covered by the agreed monthly fee pursuant to Section 2.1 above:
 - supplying and replacing all manner of expendable items (such as e.g. ink ribbons, toner, photographic units, offset printing blankets, print chains, daisywheels and type heads), exchangeable data carriers (such as e.g. CD ROMs, PCMCIA plug-in cards or magnetic tape cassettes), spares, and replacement parts and components;
 - installation work beyond eliminating functional errors, installing additional facilities, or otherwise re-equipping the hardware;
 - maintenance or repairs required due to circumstances not related to the hardware's normal designated purpose;
 - maintenance or repairs required due to the Customer having breached its obligations pursuant to Section 3 below;
 - maintenance or repairs required to eliminate faults resulting from system software having been used which we have not supplied or not declared compatible, or resulting from any other defective software having been used or from any wrong application of the software;

- maintenance or repairs done outside our normal working hours. If the Customer requests any installation work or repairs outside our normal working hours pursuant to Section 1.2 above, e.g. in connection with shift work or on-call services, then this must be arranged under a separate written agreement specifying the fees payable.

3. Customer's Obligations to Cooperate

- 3.1 The Customer shall make available all the equipment and additional installations as well as any software and appurtenant documents that we require in order to carry out the installation work or repairs (including narrowing down and localising the error that has occurred).
- 3.2 The Customer must inform us without undue delay about any technical faults occurring in the hardware.
- 3.3 The Customer must comply with the installation and operating instructions for the hardware that we have issued.
- 3.4 Maintenance work, repairs, adapting system software, making additional fixtures to the hardware and other technical measures may only be done by us. If the Customer breaches its obligation pursuant to sentence 1 above, then we shall be entitled to refuse to continue performing maintenance services for the system software and/or hardware concerned. Any further rights shall remain unaffected.
- 3.5 We must release the hardware for remote support before this service may be used. The Customer must ensure that the necessary telephone installations complying with the technical specifications of which we have informed the Customer are available for accessing the hardware, and must also ensure that the transmission network can be used free of charge. We shall not assume any liability whatsoever for any errors occurring as regards the transmission.