

Service Terms and Conditions

of Bausch+Ströbel Customer Care Center Hungary Korlátolt Felelősségű Társaság

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I. General Information - Scope of Application

These Service Terms and Conditions apply to all installation, maintenance, repair and service work that we perform on goods supplied by us, unless other agreements have been negotiated in individual cases.

Our Service Terms and Conditions apply exclusively. We do not recognize terms of the customer that are contrary or that deviate from our Service Terms and Conditions unless we have confirmed their validity in writing. Our Service Terms and Conditions apply equally in cases in which we provide our services to the customer with knowledge of terms of the customer that are contrary or that deviate from our Service Terms and Conditions.

Our Service Terms and Conditions apply only to companies.

II. Service Locations

We maintain several service locations worldwide and always try to find the fastest and most cost-effective solution for the customer.

III. Order Acceptance – Execution

1. Our offers for performance of service work are non-binding. Offers which already contain defined service personnel are valid for 14 calendar days. If no order is placed during this period, the offer expires. An awarded contract is deemed accepted only when confirmed in writing by us. We are entitled to commission third parties with the performance of part or all of the service work.
2. The scope of our service work is determined conclusively by our written order confirmation and any written attachments thereto. Agreements between our service personnel and the customer that deviate from the agreed scope of work are valid only if confirmed in writing by us.
3. The service work deadlines stated in the order confirmation are estimates. The beginning and duration of the service work to be completed can be delayed, particularly due to circumstances outside the control of the service personnel. Failure to meet the stated deadlines does not entitle the customer to a price reduction or other compensation.

IV. Obligations of the Installer

We are obligated to the careful selection and appropriate instruction of the service personnel. The number and composition of the service personnel to be assigned will be determined exclusively by us.

V. Obligations of the Customer

1. The customer is obligated to support, at the customer's expense, the service personnel in the performance of the service work to be completed.
2. The customer is obligated to undertake the special measures needed for protection of personnel and property at the service site. The customer will advise the service personnel of existing special safety rules, to the extent these are important for the service personnel. The customer will notify us of any infringements of such safety rules by our service personnel. In the event of serious infringements, the customer can - in consultation with us - refuse access to the service site for the personnel committing the infringements. The customer will also notify us immediately of hazardous situations and accidents that occur within the scope of performance of the service work.

3. The customer shall specify all necessary activities when requesting the service work to be performed. If this is not done, the service company shall decide according to the additional activities and the time frame whether the activities not agreed upon can be performed.

VI. Technical Assistance from the Customer

1. The customer is obligated to provide technical assistance, at customer's expense, particularly with respect to:

a. Supply of the necessary number of qualified support personnel for the time needed for the service work; the support personnel must comply with the instructions of the service personnel. We assume no liability for the support personnel. The provisions in Sections X and XI of these terms apply to any defect or damage caused by the instructions of the service personnel.

b. Transport of the items to be installed to the site, securing of the site and materials against any type of damaging influence. If, as an exception, the customer's order specifies that the service personnel will handle the transport of the items to be installed, the customer will bear the responsibility and the risks of the transport. The customer shall be responsible for the disposal of packaging material. In the event of a machine overhaul it must be ensured due to prior cleaning of the equipment that both the equipment to be installed / overhauled and the premises where service work will be carried shall be free of harmful substances (e.g. residues of toxic products). Should this not be the case, the Customer must see to it that cleaning will be carried out immediately upon request of our service personnel. Any delays resulting thereof shall be invoiced to the customer.

c. Supply of the necessary equipment (e.g. workbench with vise) and heavy tools (e.g. lifting devices, compressors) and the requisite supplies and materials (e.g. wedges, supports, lubricants).

d. The preparation of the media and energy supplies to the item to be installed (e.g. electricity, water, compressed air, steam, gas, oxygen, nitrogen, vacuum, etc.) must be carried out by the customer. If this has not been done prior to the service work, the customer will be charged for the resulting waiting time.

e. The customer shall provide the appropriate conditions for the service personnel, which include: Supply of suitable break rooms and work areas (with heating, lighting, washing and sanitary facilities) and first aid for the service personnel.

f. Standard equipment / protective clothing of the B+S service personnel:

Our service personnel are provided with the following equipment:

1. Safety glasses
2. Safety boots (class S1P)

Any additional equipment and protective clothing of service personnel requested by the customer shall be provided by themselves or will be charged to them.

g. Supply of materials and performance of all other activities necessary for adjustment of the service item and for performance of a contractually stipulated trial.

h. Supply of the documentation delivered with the service item, such as instruction manual, spare part catalog, wiring diagram, etc.

2. The technical assistance provided by the customer must ensure that the service work can be started without delay after the arrival of the service personnel and can be completed before the acceptance inspection to be performed by the customer. If special plans or instructions are needed from our side, we will submit these to the customer in a timely manner.

3. If the customer fails to meet its obligations, we will be entitled but not obligated, after granting of a grace period, to perform the activities for which the customer is responsible in lieu of the customer and at customer's expense. In other respects, our legal rights and claims will remain unaffected.

VII. Conditions for Service Work carried out by Bausch+Ströbel

1. The standard weekly working time of our service personnel is currently 40 hours; specifically, Monday through Friday, 8 hours per day.
2. The legal requirements regarding working hours and working conditions of the country in which the service personnel are firmly employed apply. If required, this can be requested from B+S by the customer. In addition, the mandatory legal regulations of the country in which the service visit is performed apply.
3. Holidays subject to the relevant surcharges are understood as public holidays in the state and – if relevant – the region or the Federal state where the service technician is employed. Public holidays in the guest country on which no work can be performed will be charged at the rate for a normal working day.
4. Conditions for Installations at site:
 - a. Installation work shall be carried out on site during the customer's usual operating hours or in accordance with the arrangements made with the Customer at the start of the installation work.
 - b. If multiple installations are performed consecutively with different customers, the travel costs will be allocated proportionately to the installations and the customer who ordered them.
 - c. If several holidays coincide, such as Easter, Whitsun and Christmas, our service personnel are entitled to travel home. The resulting costs shall be borne by the customer.
 - d. To offer you increased flexibility and availability regarding our installations, we have dedicated service technicians in some cases, who are more broadly trained than mechanical service personnel. The cost of air travel for these technicians may be higher when they travel outside Europe, but not inside Europe.
 - e. If country- or customer-specific documentation, certificates, confirmations, (e.g. visas, work permits, online trainings, method statements, etc.) are required, we must receive a corresponding notification from the customer at a reasonable time prior to the start of the installation work.
 - f. Our programming devices are generally used for installations at site. To prevent the risk of computer viruses, antivirus software is installed on all systems that may come to be used. This software is kept up to date with regular updates.
5. Conditions for Remote Support work:
 - a. The German working time regulations shall apply for Remote Support work.
 - b. Remote Support activities are carried out within a time frame between 6 a.m. and 8 p.m. (German time).
 - c. The customer must provide its personnel with personal protective equipment for remote support activities that complies, at a minimum, with the requirements which are laid out in section VI.
 - d. We hereby expressly inform the customer that we can see only that part of the machine or line to be worked on that the customer shows in the video transmission during Remote Support activities, i.e. we cannot see the whole environment of the machine or line. For this reason, the customer has a duty of care and must ensure during the remote support that no other people than those assigned to the task are present at or near the machine or line to be worked on. Thus, it shall be ensured that the personnel of the customer are not put at risk.

VIII. Invoicing of Service Work-Payment Terms

1. Unless otherwise agreed, service work, as pertaining to wages, are charged based on working hours (see Attachment 1, „Hourly Rates“ table).
2. Journeys from the hotel to the service site and back will be considered working hours.

3. Travel time as well as delays in the event of interruptions in service work that are not caused by us will be considered working hours and will accordingly be charged based on the principles and prices applicable to working hours (see Attachment 1, „Hourly Rates“ table).
4. The expenses reimbursed to service personnel for daily allowances will be charged to the customer depending on the region. This is based on the foreign daily allowance rates specified under Hungarian law. Hotel costs will be charged based on actual costs incurred. This applies to all service personnel, regardless of which branch they are employed at.
5. A flat rate per service staff will be charged for the preparation of service works (see Attachment 1, „Additional Costs“ table).
6. When traveling abroad by rental car, a daily flat rate will be charged (see Attachment 1, „Additional Costs“ table). Travel by company car will be charged at a rate per driven kilometer (see Attachment 1, „Additional Costs“ table). Incidental costs (parking, etc.) will be charged based on actual costs incurred.
7. A flat rate (excl. travel time) is charged for the trip from and/or to the airport in the country of departure (see Attachment 1, „Additional Costs“ table).
8. Travel costs for flights worldwide or rail travel abroad, including incidental costs, will be charged based on actual costs incurred.
9. Unless otherwise agreed, we shall be entitled to charge a cancellation fee (see Attachment 1, „Additional Costs“ table) plus the costs already incurred (including the preparation fee per employee) if a confirmed service work is cancelled by the customer. In the event of postponement by the customer, we shall be entitled to charge the costs already incurred (including the preparation fee per employee).
10. For service work or on request of the customer we can supply the needed measuring and test equipment, if allowed under the import and export regulations of the respective country. The service company may invoice a service charge for the time during which the measuring and test devices are not available at B+S (see Attachment 1, „Measuring and Test Equipment“ table). On request, we will inform the customer which measuring and test devices will be needed in connection with the service work and the estimated duration. We are further entitled to ask the customer to pay a reasonable utilization fee for the committed measuring and test equipment. The shipping of the measuring equipment to the customer and back will be charged at costs. A flat rate will be charged for procuring the measuring equipment, for preparations and the take-back procedure (see Attachment 1, table „Measuring and Test Equipment“).
11. 50% of any additional costs arising as a result of force majeure shall be charged to the customer.
12. Possible additional costs will be charged based on a flat rate or based on actual costs incurred.
13. The service work costs will be invoiced after completion of the service activities. For service work that last more than 4 weeks, we reserve the right to issue interim invoices.
14. Our prices do not include sales tax. Sales taxes will be calculated based on fiscal regulations applicable at the place of performance at the time of contract fulfillment.

15. Unless otherwise stated in the order confirmation, invoices for service work are payable net (without discount) within 30 days after receipt.

IX. Work Records – Acceptance

1. Our service personnel will maintain documentation that serves as a record of time worked and as the basis for the invoicing of the service work performed. The customer or the customer's agent is obligated to inspect these records for accuracy and to verify the accuracy of the documentation through signature upon completion of the service work.
2. The customer is obligated to perform an acceptance of the completed service work as soon as notification is received of its completion and a contractually agreed trial of the object to be installed has been performed. If the service is shown to be not in compliance with the contract, we will be obligated to correct any defects. This rule does not apply if the defect is inconsequential to the interests of the customer or is attributable to a circumstance for which the customer is responsible. If no material defect exists, the customer cannot refuse the acceptance.
3. If the acceptance of the service work is delayed through no fault of ours, the acceptance will be deemed as given after two weeks following notice of completion of service work.
4. Our liability for apparent defects expires upon acceptance, if the customer has not reserved the right to enforce a claim for a specific defect.

X. Claims for Defects

1. After acceptance of the service work we are liable for defects in the service work in such a way that we are obligated to correct the defects. The customer is obligated to report any discovered defect to us immediately, but no later than 2 weeks.
2. Our liability is excluded if the defect is inconsequential to the interests of the customer or is attributable to a circumstance for which the customer is responsible.
3. The costs incurred directly for correction of defects will be paid by us, if the claim proves to be justified and timely notice of the defect was given.
4. If we - taking into consideration the statutory exceptions - allow a reasonable grace period granted to us to expire without action, the customer will be entitled to a price reduction within the scope of the statutory regulations. Only if the service work, despite a reduction in price, can be shown to be of no interest for the customer, will the customer be entitled to withdraw from the contract.
5. The statute of limitations on claims for defects is 12 months from acceptance. This rule does not apply to claims for damages due to defects. Section XI of these terms applies in the case of claims for damages due to a defect.

XI. Liability for Damages - Limitation of Liability

1. If a spare part or size part of the service delivered by us is damaged through our fault during the service work, we will be obligated to repair or replace the part, at our discretion and at our expense.

2. If through our fault an item installed within the scope of the service work cannot be used in accordance with the contract by the customer due to failure to issue or defective issue of proposals and advice provided before or after the conclusion of the contract or infringement of other ancillary contractual obligations - particularly incorrect instruction for operation and maintenance of the installed item, the provisions of Sections I and X 1. and 2. will apply under exclusion of further claims by the customer.

3. Our liability will be excluded in case of minor negligent infringement of nonessential contractual obligations. In other respects, our liability for property or financial damages - subject to the following terms - will be limited to two times the invoice amount of the affected installation, maintenance, repair, or service work per occurrence. The above limitation of liability does not apply in cases of intent or gross negligence on our part, in cases of culpable injury to life, limb, or health, in cases that were fraudulently concealed, within the scope of a warranty commitment and if a liability exists under product liability law for personal injury or property damage on privately used objects.

4. If a liability is excluded or limited with respect to us, this applies equally to the personal liability of our employees, workers, coworkers, representatives, and agents.

XII. Compensation of the Customer

If the equipment or tools provided by us at the service workstation are damaged or lost through no fault of our own, the customer shall be obliged to compensate us for these damages. Damage attributable to normal wear and tear shall not be taken into account.

XIII. Legal Venue - Applicable Law

1. The place of jurisdiction for all disputes arising from the contractual relationship between us and the customer is our registered office. We reserve the right to bring action at the corporate seat of the customer. The contractual relationship is subject to the Hungarian law under exclusion of the U.N. Convention on Contracts for the International Sale of Goods.

XIV. General

1. Personal data transmitted to us by the customer will be stored and used exclusively for the purpose of processing our contractual relationship and, if necessary, forwarded to third parties within the scope of contract execution, insofar as this is necessary for contract execution. Insofar as personal data is stored or otherwise processed, this is done in compliance with and in accordance with the relevant data protection laws.

2. Should individual provisions of these Service Terms and Conditions be or become invalid in whole or in part, the remaining provisions shall remain unaffected.