



General Terms and Conditions of Service
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

I. General Information - Scope of Application

BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
Address: SAS registered at the R.C.S. of Créteil: 932 567 449
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These General Terms and Conditions of Service govern the contractual relationship between our company, BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE and its customers hereinafter referred to as 'the customer', together referred to as 'the parties', and apply to all installation, maintenance, repair and service work hereinafter referred to as 'service work' or 'service' that we perform on goods supplied by us, unless other agreements have been negotiated in individual cases.

Our General Terms and Conditions of Service apply exclusively. We do not recognize terms of the customer that are contrary or that deviate from our general terms 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 general terms.

In accordance with the preliminary article of the French Consumer Code, our general terms and conditions of service apply only to professionals and not to consumers.

II. Order Acceptance – Execution

1. All orders taken imply the customer's full and unreserved acceptance of these general terms.
2. Our offers for performance of service work are non-binding. They must be considered as simple invitations to our customers to place a firm order for our services. Offers which already contain defined service personnel are valid for 14 calendar days. If no order is placed during this period, the offer can subsequently no longer be upheld. An awarded contract is deemed accepted only when confirmed in writing by us.
3. The scope of our service work is determined conclusively by our written order confirmation and any written attachments thereto also confirmed in writing. 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.
4. The service work deadlines stated in the order confirmation are estimates. The begin 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.
5. The benefit of the order is personal to the customer and may not be transferred to any person whatsoever without our express prior agreement. The customer expressly authorises us, for any reason whatsoever, to subcontract the performance of all or part of the service work to any person of our choice.



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III. Obligations of BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE

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.

IV. 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 prior 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.

V. 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 (bricklayers, carpenters, machine fitters, and other specialized personnel) for the time needed for the service; the support personnel must comply with the instructions of the service personnel. We assume no liability for the support personnel. The provisions in Articles IX and X of these general 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.
 - c. 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.
 - d. 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).



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e. 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.

f. 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.

g. Standard equipment / protective clothing of our service personnel:

Our service personnel are provided with the following equipment:

- Safety glasses

- Safety boots (class S1P)

Any additional equipment requested by the customer shall be provided by themselves or will be charged to them.

h. Supply of materials and performance of all other activities necessary for adjustment of the item to be installed and for performance of a contractually stipulated trial.

i. Supply of the documentation delivered with the item to be installed, such as operating manual, spare parts catalog, wiring diagram, etc.

2. The technical assistance provided by the customer must ensure that the service work can be started without delay after 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.

VI. Conditions for service work

1. The standard weekly working time of our service personnel is currently 35 hours; specifically, Monday through Friday, 7 hours per day.

2. According to the legal regulations valid in France, the maximum working time amounts to 10 working hours, which must not be exceeded.

3. Holidays subject to the relevant surcharges are understood as statutory holidays in the country of employment. Holidays in another country than in the country of employment on which no work can be performed will be charged the rate for a normal working day.

4. Conditions for service work at site:

a. Service 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 service work.

b. Travel costs due to interruptions in the service work that are not caused by us will also be paid by the customer.

c. If multiple services work are performed consecutively, the travel costs will be allocated proportionately to the service work and the customer who ordered them.



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d. If a holiday is adjacent to a weekend, our technician is entitled to return home. The resulting costs shall be borne by the customer.

e. To offer you increased flexibility and availability regarding our service work, we have dedicated service technicians in some cases. The cost of air travel for these technicians may be higher when they travel outside Europe, but not inside Europe.

f. 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 service work.

5. Conditions for Remote Support work:

a. The French 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. (French 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 V.1.g.

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.

VII. Invoicing of service work – Payment terms

1. Unless otherwise agreed, services provided by the technician are invoiced based on time worked.

2. Journeys from the hotel to the service site and back will be considered working time, provided that the journey takes more than 30 minutes and that no suitable hotel is available in the vicinity of the service site.

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 time and will accordingly be charged as incurred.

4. The travel expenses reimbursed to the service personnel for daily expenses will be charged at a flat rate based on the geographical region where the service is performed. Hotel costs will be charged based on actual costs incurred.

5. A flat rate per service will be charged for the preparation and follow-up of service works.

6. When traveling abroad by rental car, a daily flat rate will be charged. Travel by company car will be charged at a rate per driven kilometer.

Incidental costs (parking, etc.) will be charged based on actual costs incurred.

7. A flat rate is charged for the trip from or to the airport in the country of employment.



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8. Travel costs for flights worldwide or rail travels 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 plus the costs already incurred, if a confirmed service work is cancelled by the customer or is not possible due to the customer's failure to fulfil its obligations under these terms and conditions.
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). We may invoice a service charge for the time during which the measuring and test devices are not available at our place. 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.
11. 50% of any additional costs of service work arising as a result of force majeure shall be charged to the customer.
12. Any additional costs will be charged based on a flat rate or based on actual costs incurred.
13. Any fees associated with third party or subcontractor paying services shall be solely borne by the customer and invoiced accordingly. The customer shall be duly informed of the specifics of the said fee prior to the conclusion of the contract.
14. 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.
15. Our prices do not include VAT tax. VAT taxes and any other tax will be calculated based on fiscal regulations applicable at the place of performance at the time of contract fulfilment.
16. Unless otherwise stated in the order confirmation, invoices for service work are payable in full (without discount) within 30 days after receipt.
17. In accordance with the provisions of article L. 441-10 of the French Commercial Code, any delay in payment will automatically result in the payment of a penalty calculated on the basis of a rate equal to five (5) times the legal interest rate in force on the due date. Interest will begin to accrue from the day following the payment date shown on the invoice and will continue to accrue until the day of full payment of all sums due to us. In the event of late payment, the customer will also be liable to pay a fixed indemnity for collection costs of forty (40) euros as provided for in article L.441-10 of the French Commercial Code. It is specified that this flat-rate indemnity does not limit the amount of other costs that we may incur for the purposes of recovering our invoices.



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VIII. Acceptance of the service work

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.

IX. 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 after its discovery.
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. The statute of limitations on claims for defects is 12 months. Section X of these terms applies in the case of claims for damages due to a defect.

X. Limitation of liability

1. The customer may only hold us liable (including any person associated with us in the performance of the service) if he can demonstrate the existence of direct and immediate damage resulting from a culpable and intentional breach of obligations in the performance of the service, and only if a claim has been made against us within 12 (twelve) months of the discovery of the damage.



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2. We shall not incur any liability for any indirect damage or costs, and any damage or expenses, including, without this list being exhaustive, any loss of business, profits or customers, damage to the customer's reputation or image, arising from the performance of the service except in the event of serious and intentional fault on our part.

3. In accordance with Article 1245-14 of the French Civil Code, we expressly exclude our liability for defective products for damage caused to goods which are not used by the customer primarily for his own purposes.

4. In the event that we are held liable, whatever the nature of the damage, the amount of the repairs to be paid by the customer may under no circumstances exceed the amount of the contract.

5. 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.

XI. Compensation of the customer

1. If the equipment or tools are damaged at the service site or lost through Excluded are damages attributable to normal wear and tear.

2. The customer undertakes to take out professional indemnity insurance for the entire duration of the service, at sufficient levels and with an insurance company known to be solvent, for all consequences of acts for which he/she may be held liable under these general terms.

XII. Data Privacy

Any personal data sent to us by the customer will be stored and used exclusively for the purposes of our contractual relationship and, where applicable, will only be passed on to third parties insofar as this is necessary for the performance of the contract. Insofar as personal data is recorded or processed in any other way, this is done in compliance with the applicable data protection laws in accordance with the French Data Protection Act no. 78-17 of 6 January 1978 as amended and the General Regulation on the Protection of Personal Data no. 2016/679/EU of 27 April 2016.

XIII. Force Majeure

1. In the event of force majeure rendering the performance of our services totally or partially impossible, we shall be released from all liability. In this case, we may reduce, suspend or terminate our commitments, without being obliged to pay any compensation.

2. In accordance with Article 1218 of the French Civil Code, force majeure is any event beyond our control which could not reasonably have been foreseen when the contract was concluded and the effects of which cannot be avoided by appropriate measures.



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XIV. Miscellaneous

1. If one or more provisions (or part of provision) of these general terms is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these general terms shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).

2. All notices and other forms of communication required under these general terms and conditions shall be in writing (per mail or per email) and must be sent to the recipient as specified in the Special Conditions. Any Party may change the address to which notices are to be delivered or transmitted by giving the other Party written notice in the manner set forth herein.

3. English language words or expressions used in these general terms and conditions intend to describe French legal concepts only and the consequences of the use of those words or expressions in Anglo-Saxon law or any other foreign law shall be disregarded.

4. Unless otherwise agreed upon in writing, customers shall only be delivered with the latest up-to-date spare parts for our products.

5. The French version of these conditions shall prevail over any foreign language version.

XV. Applicable law - Jurisdiction

1. These general terms and conditions and the entire contractual relationship between us and the customer are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2. The place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is our registered office. We reserve the right to bring proceedings at the customer's registered office.