SERVICE – GENERAL TERMS AND CONDITIONS OUTSIDE GERMANY

Valid from 08.2026 for ANDRITZ Schuler Pressen GmbH

I. Scope

These General Terms and Conditions (Terms) are applicable for services, e.g. installation, repair, spare part deliveries, trainings, process consultations, of the Service Division rendered by us (ANDRITZ Schuler). ANDRITZ Schuler does not recognize those terms and conditions of the customer which deviate or differ from these Terms unless ANDRITZ Schuler has given express written approval. Even if ANDRITZ Schuler renders services without reservation in the knowledge of the customer's differing or conflicting conditions, this does not constitute acceptance – in such cases, these Terms shall also apply.
In individual cases, the separate written agreements made with the customer (including side agreements, amendments and modifications) shall take precedence over these Terms.

II. Services

1. ANDRITZ Schuler shall render the agreed service in the recognized state-of-the-art manner at the time the contract is concluded. The risk of use lies with the customer.

2. ANDRITZ Schuler is only responsible for the contractual success if this is explicitly agreed. Should ANDRITZ Schuler carry out welding repair work, ANDRITZ Schuler does not accept any liability for the base material.

3. Insofar as deliveries are agreed, partial deliveries are permitted.

III. Price and Payment

1 Basic performance calculation

Payment is based on the number of hours worked and the material costs incurred unless a lump-sum price, such as training and process consultation, is expressly agreed. Amounts shown are in Euro net of sales tax, which is to be paid in addition insofar as this is required by law.

2. Price for delivery

Unless otherwise agreed, the prices of goods delivered (e.g. spare parts, materials used) are shown FCA (Incoterms 2020).

3. Time-based performance calculation

a. Calculation of the performance
   The performance is calculated according to the working time.
b. Preparation times
   Up to three hours can be invoiced as working time for the preparation of services and installation work.
c. Travelling costs
   ANDRITZ Schuler has the right to choose the way of transport and to invoice transport costs.
   Journeys made by plane shall be invoiced according to proof of cost.

4. Specialists

The involvement of external specialists will occur only after approval by the customer.

5. Time calculation

The customer is obliged to countersign the working hours of ANDRITZ Schuler staff on ANDRITZ Schuler's standard form. Should the customer not countersign the form, the countersignature is deemed to have been given 2 working days after the request for countersignature unless the customer objects to the notified working hours in writing.

IV. Assistance of the customer during services rendered at the customer's premises

1. The customer is obliged to assist ANDRITZ Schuler staff during the service and installation phase at its own expense.
The customer undertakes to organize special precautionary measures in order to take care of security for staff and materials at the installation site. Additionally, the customer is obliged to inform ANDRITZ Schuler's technical supervisor or service technicians on site about all applicable security rules and regulations.

2. If repairs are the service object and the item to be repaired was not supplied by ANDRITZ Schuler, the customer must notify ANDRITZ Schuler of any existing industrial property rights with respect to the object; insofar as ANDRITZ Schuler was not at fault, the customer shall exempt ANDRITZ Schuler from any third-party claims regarding intellectual property rights.

V. Technical assistance of the customer during services rendered at the customer's premises

1. Where necessary, the customer undertakes to provide technical assistance at its own expense, such as but not limited to:
a. provision of a technical contact person.
b. provision of necessary cranes incl. personnel, for whose services the customer shall be responsible.
c. provision of necessary devices and heavy tools (lift and fork trucks, compressors) plus accessory tools and equipment currently being used (e.g. cleaning and sealing materials, lubricants, fire extinguishers etc.), including the disposal of special materials, such as oil, old lubricants etc.
d. provision of electrical energy, heating, illumination, water including the necessary connections.
e. provision of adequate rooms for the storage of installation tools belonging to ANDRITZ Schuler personnel.
f. free access for the transport of assembly parts to and from the installation site, protection of the installation site and materials against damage of all kinds, cleaning of the installation site.
g. provision of suitable changing rooms (heated, illuminated and with hot and cold water and sanitary facilities and lockers) as well as first aid for ANDRITZ Schuler personnel.
h. provision of materials and all actions necessary for the adjustment of the object to be installed / repaired and for conducting the contractually agreed testing.

2. The customer must ensure that services can be commenced immediately after arrival of ANDRITZ Schuler personnel and rendered without delay until their acceptance / completion.

3. Should the customer not comply with its obligations in due time, ANDRITZ Schuler has the right – but not the obligation – to provide the assistance to be performed by the customer itself at the customer's expense after giving due notice. All other legal rights and claims of ANDRITZ Schuler shall remain unaffected.

VI. Repairs which cannot be performed

1. Services rendered in connection with preparing a quotation and any further effort incurred which can be proven (error location time equals working time) shall be invoiced to the customer if the repair cannot be carried out for reasons for which ANDRITZ Schuler is not respon-sible, in particular if the defect about which the complaint is being made does not occur during the planned performance of services, replacement parts are not obtainable, the customer culpably misses the arranged appointment or the contract is terminated during performance.
2. The repair object must only be returned to its original condition at the express request of the customer in return for reimbursement of costs unless the work carried out was unnecessary.

3. Subject to the provisions under para. 1. above, in the case of repairs which cannot be performed, ANDRITZ Schuler is neither liable for damage to the repair object nor for infringement of contractual ancillary obligations nor for damage to the repair object itself, irrespective of the legal reason on which the customer's claim is based.

VII. Service period, transfer of risk

1. The service period shall result from the agreements between the contractual partners. Its observance by ANDRITZ Schuler depends on all commercial and technical issues having being clarified between the contractual parties and the customer having fulfilled its obligations, e.g. providing the necessary official certificates or permits, or making the down payment. If this is not the case, the service period shall be extended accordingly. This shall not apply if ANDRITZ Schuler is responsible for the delay.

2. Compliance with the delivery and service schedule is subject to correct and timely delivery by ANDRITZ Schuler's suppliers.

3. If the customer is responsible for a delay, it must bear the additional costs incurred for waiting times and additionally necessary travel times of ANDRITZ Schuler personnel.

4. If the customer sets ANDRITZ Schuler a reasonable deadline for performance after the due date – taking into account the statutory exemptions – and this deadline is not met, the customer shall be entitled to rescind the agreement within the framework of the statutory provisions. The customer undertakes to state within a reasonable period, if requested to do so by ANDRITZ Schuler, whether it chooses to exercise its rescission right. Further claims owing to delays in delivery and service shall be governed exclusively by section X. of these Terms.
5. The risk of accidental deterioration or loss is transferred to the customer on delivery. If delivery or acceptance is delayed for reasons for which ANDRITZ Schuler is not responsible, the risk is transferred to the customer and at the same time the warranty begins as soon as written notice is given that delivery is ready or notice that services are performed / completed or that the services are ready for acceptance.

VIII. Acceptance of works services

1. The customer is obliged to approve the works services as soon as notification is received that they are completed and the services are performed without major defects. The acceptance protocol must be signed by the customer and ANDRITZ Schuler.

2. If acceptance is delayed without fault of ANDRITZ Schuler, acceptance is deemed granted as soon as notice has been given that the services are ready for acceptance. As of acceptance, ANDRITZ Schuler shall have no further liability for visible defects to the extent that the customer has not reserved the right to assert such a particular defect.

IX. Material defects, legal defects

1. ANDRITZ Schuler is liable for defects in the deliveries/services rendered excluding all other claims of the customer without prejudice to section X. in such a way that it must remedy the defects. ANDRITZ Schuler has the right to make remedies twice.

2. In the case of changes or maintenance work which has not been properly carried out by the customer or third parties without ANDRITZ Schuler's prior consent, ANDRITZ Schuler shall not be liable for the resulting consequences. The same applies to unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment, faulty construction work, unsuitable foundations, chemical, electrochemical or electrical influences – provided they are not the fault of ANDRITZ Schuler.

3. The customer must give ANDRITZ Schuler written notification of detected defects without delay. ANDRITZ Schuler undertakes to replace or repair any defects within an adequate period of time after written notification. Any costs for necessary provisions are borne by the customer.

4. Warranty claims are excluded in the event that
a. the customer, without reason, denies any replacement or repair work by ANDRITZ Schuler,
b. the customer replaces or repairs the defect either himself or by a third party without granting ANDRITZ Schuler the possibility for the replacement or the repair, or
c. the defect is based on a technical description provided by the customer, an order of the customer or on support material or assistance from other companies provided by the customer.

5. If ANDRITZ Schuler – taking account of the statutory exceptions – allows a reasonable deadline it has been set to fruitlessly expire, the customer has the right within the framework of the statutory provisions to reduce the remuneration. The customer can only rescind the agreement if it can be proven that the work is of no interest to the customer, despite reduction.

6. Further claims shall be governed exclusively by section X. of these Terms.

X. Liability of ANDRITZ Schuler, exclusion of liability

1. ANDRITZ Schuler shall not be liable, whether based on contract, tort, strict liability, indemnity or otherwise, for any indirect or consequential loss or damage, such as but not limited to loss of use, loss of production, or loss of profit or revenue, loss of interest costs, loss of information or data. ANDRITZ Schuler`s overall liability for the breach of its contractual obligations, for delay and for other damages including indemnifications if any which might occur out of or in connection with these Terms shall be limited to and based on the provisions stated within these Terms, only, and any and all statutory remedies shall be excluded, and shall in the aggregate not exceed 10% of the total net contract price in the aggregate.

2. However, the aforementioned limitations of liability shall not apply in the event ANDRITZ Schuler acted with willful misconduct or causes personal injury.
3. All further damage claims are excluded.

XI. Statute of limitations

1. All claims of the customer – on whatever legal grounds – shall expire in 12 months after acceptance.

2. In the case of rectification of defects, the period of limitation begins anew but ends no later than 18 months after the beginning of the limitation pursuant to para. 1. above.

XII. Intellectual property, industrial property rights, use of software

1. All intellectual property rights remain the property of ANDRITZ Schuler. ANDRITZ Schuler only grants the customer a non-time-limited, non-exclusive, non-transferable right to use any industrial property rights – also with regard to samples, cost estimates, drawings and similar information of a tangible or intangible nature – to the extent that they are necessary for the use of the delivered goods / services.

2. Drawings, models, templates, training documents, etc. remain the exclusive property of ANDRITZ Schuler. They are only entrusted for the agreed purpose and may not be used for any other purpose. Copies or other reproductions may only be made for the agreed purpose. Neither the originals nor copies may be handed to third parties nor made available to them in any way.

3. Insofar as software is included in the scope of delivery, the customer is granted a non-exclusive right to use the software and its documentation. The software is provided for use on the intended delivery object. Use of the software on more than one system is prohibited. The customer may only copy, revise, translate the software or convert the object code into the source code to the extent permitted by law (Sections 69 et seq. of the German Copyright Act - UrhG). The customer undertakes not to remove or to modify the manufacturer's information – in particular copyright references –without the prior express permission of ANDRITZ Schuler.
All other rights to the software and its documentation, including copies, remain with ANDRITZ Schuler or the software supplier. Sub-licensing is not permitted.
In addition, the license terms available under the following links will primarily apply with regard to third-party software:

www.ANDRITZ Schulergroup.com/eula-siemens
www.ANDRITZ Schulergroup.com/eula-beckhoff
www.ANDRITZ Schulergroup.com/eula-microsoft
www.ANDRITZ Schulergroup.com/eula-acronis

By ordering and using the scope of delivery, the user agrees to end user license terms.

XIII. Retention of title / lien

1. ANDRITZ Schuler shall retain title for all items delivered until receipt of all payments arising from the delivery agreement – also for any additional ancillary services owed.

2. The customer may not sell or pledge the item delivered nor provide it as collateral. In the case of seizure, confiscation or other dispositions by third parties, ANDRITZ Schuler must be informed immediately.

3. In the case of breach of contract by the customer, especially in the case of default, ANDRITZ Schuler is entitled to take back the item delivered after issuing a reminder and the customer is obliged to hand over the item.

4. Due to the retention of title, ANDRITZ Schuler may only demand the return of the item delivered if it has withdrawn from the contract.

5. An application to open insolvency proceedings regarding the customer's assets entitles ANDRITZ Schuler to withdraw from the contract and demand the immediate return of the item delivered.

6. As a result of its claim under the repair contract, ANDRITZ Schuler is entitled to a lien on the object for repair of the customer in its possession as a result of the agreement. The lien can also be asserted owing to claims arising from earlier work carried out, replacement part deliveries and other services to the extent that they are connected with the object of repair. The lien shall only apply to other claims arising from the business relationship to the extent that these are undisputed or have been determined by a court of law.

XIV. Force majeure

Each contractual party shall be exempt from its obligations if and to the extent that it cannot fulfill a contractual obligation for reasons of a force majeure. A force majeure shall be any event with unavoidable force acting from the outside and not connected with the operation of the contractual party, such as wars, civil wars, (commercial law) embargoes, import or export bans, political unrest, pandemics, natural disasters and events, also to the extent that they relate to the proposed transport routes, as well as unforeseeable and unavoidable official orders, strikes and lockouts. A force majeure may also be an interruption to raw material and energy supplies. The party invoking a force majeure must inform the other party in writing without delay. If the force majeure event lasts for more than 90 consecutive calendar days, either contractual party shall be entitled to terminate the contract based on the non-fulfilled part of the contract.

XV. Export control, insofar as delivery is outside Europe

Offers and order confirmations provided by ANDRITZ Schuler are subject to approval by the German Federal Office of Economics and Export Control (BAFA), as well as all additional regulatory approvals required.

XVI. Miscellaneous

1. The customer is only entitled to withhold payment insofar as its counterclaims are undisputed or legally binding.

2. The customer is only entitled to assert its right to offset counterclaims from other legal relationships insofar as they are undisputed or legally binding.

3. The customer may only assign claims against ANDRITZ Schuler with the consent of ANDRITZ Schuler.

4. If any provision of these Terms should be invalid or unenforceable, or become invalid or unenforceable after conclusion of the contract, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the economic objectives pursued by ANDRITZ Schuler with the invalid or unenforceable provision.

XVII. Applicable law, place of jurisdiction

All Terms and all obligations contained herein and in connection herewith shall be exclusively subject to and construed and interpreted in accordance with the to the substantive law in force in Switzerland with the exclusion of the United Nation's Convention on Contracts for the International Sale of Goods (CISG) of 1980 and without reference to any of the Swiss conflict of law rules.

All disputes shall be finally settled under the Rules of Arbitration and Conciliation of the International Chamber of Commerce, Paris ("Rules"), by three arbitrators appointed in accordance with the Rules. The arbitrational award shall be final and binding for both parties. The arbitration procedures shall take place in Zürich, Switzerland. The procedural laws of this place shall apply, where the Rules are silent. The Court of Arbitration shall decide on the costs of the procedure which have to be borne by the unsuccessful party including the fee of the lawyer of the successful party. The arbitration shall be held in the English language.