1. **General Provisions, Applicable Law, Contract Language**

1.1 These General Terms and Conditions apply to all Delivery and Service Contracts between VACOM Vakuum Komponenten & Messtechnik GmbH (hereinafter “VACOM”) and its Customers, where these Customers are entrepreneurs or legal persons under public law.

1.2 Any Delivery and Service Contracts between VACOM and its Customers are governed in the first instance by the written agreements entered into in the specific case. To the extent that no individual agreements have been made, these General Terms and Conditions form the exclusive basis for all Delivery and Service Contracts between VACOM and its Customers. Any other terms and conditions than these, and, in particular, the purchasing terms of the Customer, will be invalid even if they have not been explicitly refused – VACOM hereby explicitly rejects such terms. These General Terms and Conditions also apply to future Delivery and Service Contracts with the Customers, even if they are not expressly agreed on again.

1.3 All Delivery and Service Contracts between VACOM and the Customers entered into and the realization, validity, interpretation and implementation of such contracts as well as all additional legal relationships existing between VACOM and the Customers shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

1.4 Contract language is German. The German version of these General Terms and Conditions is legally binding. Any translations of these General Terms and Conditions into other languages are not legally binding and only for informational purposes.

1.5 Depending on the business model, the following supplementary terms and conditions have to be inserted in the Delivery and/or Service Contracts between VACOM and the Customers:

- supplementary terms and conditions specific to the online shop orders
- supplementary terms and conditions specific to the cleaning services
- supplementary terms and conditions specific to the repairs

2. **Conclusion of Contract**

2.1 The offers made by VACOM are subject to change and non-binding. A contract shall only be deemed concluded, if VACOM has confirmed the Customer’s binding order in writing or has delivered the goods and/or the services.

2.2 Customer is obliged to check the order confirmation from VACOM and shall contact VACOM immediately should any discrepancies be detected. This applies in particular to project contracts laying down price calculations and performance specifications made by VACOM.

3. **Condition of Goods and Services**

3.1 Particulars appearing in catalogue, folders etc. as well as any oral or written statements concerning the condition and properties like technical details shall only be binding, if VACOM makes express reference to them in the confirmation of the order. Data which appears in technical documents shall likewise only then be binding, if VACOM makes express reference to them in the confirmation of the order.

3.2 VACOM reserves the right up to delivery to carry out standard technical changes, in particular improvements, if as a result only minor changes to the condition and properties arise and the Customer is not unreasonably affected, however upon prior agreement with the Customer.

4. **Prices, Minimum Order Value**

4.1 The prices shall be ex warehouse Großlöbichau, without VAT/sales tax, packing and any deductions. Any additional costs of, for example, freight, insurance, licenses for export, transit, import and other authorizations, as well as for certifications, shall be at the customer’s charge. In addition, the Customer shall bear any kinds of taxes, duties, levies, tolls and the like which are imposed in connection with the Delivery and Service Contract, and is obliged to refund VACOM for any such cost borne by VACOM against corresponding proof.

4.2 An appropriate price adjustment shall apply in case

- the delivery time has been subsequently extended due to any reason which is the fault of the Customer,
- or the nature or the scope of the agreed deliveries or services has changed,
- or the material or the execution has undergone changes because any documents furnished by the Customer were not in conformity with the actual circumstances, or were incomplete.

4.3 The minimum order value is EUR 200.00 net. Should the minimum order value not be reached, VACOM is entitled to charge a processing fee of EUR 50.00.

5. **Terms of Payment, Default in Payment**

5.1 Payments have to be fulfilled according to the conditions imprinted in the order confirmation or in the invoice.

5.2 With transfers the timeliness of the payments is in accordance with the credit entry on the account of VACOM. At submitted cheques are raised processing fees of EUR 40.00.

5.3 If the Customer is in default with a payment, VACOM is entitled according to § 288 German Civil Code to charge late payment interest at 9 percentage points above the base interest rate. This does not affect the rights to assert further claims for compensation.

6. **Confidentiality**

6.1 VACOM and the Customer undertake to treat strictly confidential all mutual information in relation to its goods and customers (trade secrets, know-how and secrets of any production process) (hereinafter “confidential information”), to which they receive access or which become known to them otherwise. Such information may not be disseminated, published or disclosed to a third party either directly or indirectly, in full or in part, and shall only be used for the contractual purpose. Any reproduction of machines, installations, components or parts of the object of delivery notably through reverse engineering is not permitted.

6.2 VACOM and the Customer also undertake to place all necessary sub-contractors and other third parties under an obligation to maintain confidentiality by having these sign a non-disclosure agreement.

6.3 VACOM and the Customer agree that the existence of a business relationship (pre-contractual negotiations, conclusion of contract, etc.) shall also be treated as confidential.
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6.4 This obligation to observe confidentiality does not apply to informa-

tion
- which are already known, without any obligation to observe confidentially, to the recipient of the confidential information;
- which are or will be generally known without any responsibility of the recipient;
- which are legally communicated or handed over to the recipient by a third party without any obligation to observe confidentiality;
- which have been developed independently by the recipient, as can be shown;
- which have been released in writing by the holder of the confidentiality for a disclosure;

6.5 In cases where VACOM and the Customer at the time of the conclu-
sion of the Delivery and/or Service Contract are affected by valid non-disclosure agreement, the conditions of this non-disclosure agreement shall override the conditions of this section. The condi-
tions of such non-disclosure agreement may be complemented by the conditions of this section.

7. Retention of Title

7.1 The goods delivered by VACOM shall remain the property of VA-

COM until all claims from the respective Delivery and/or Service Contract to which VACOM is entitled have been met (hereinafter „reserved goods”).

7.2 The retention of title also remains valid for any debts VACOM ac-
quires later against the Customer in connection with the reserved goods, for example because of repairs, deliveries of spare parts or any other services.

7.3 The Customer shall store the reserved goods for VACOM at no char-
ge. The Customer is also obliged, during the retention of title period, to keep the reserved goods in proper condition and to implement all maintenance work and necessary repairs recommended by VA-

COM without delay at its own expense.

7.4 Until settlement of the claims of VACOM mentioned above the re-
served goods may not be resold, leased, lent or given away and not be handed to any third parties whatsoever. Other disposal, in partic-
ular the pledging or assignment as security of reserved goods, is not permitted without approval of VACOM in writing. If third parties take hold of the reserved good, in particular by seizure or initiation of insolvency proceedings, the Customer has to advise immediately of the property of VACOM and also to inform VACOM to enable the assertion of the property rights.

7.5 Upon the combining and mixing of the reserved goods, VACOM ac-
quires co-ownership in the new item in the proportion of the invoice amount of the reserved goods to the other processed items at the time of processing.

7.6 During the duration of the Retention of Title, the Customer shall be entitled to have and to hold and to use the reserved goods pro-
vided that he fulfills his obligations under the Retention of Title in accordance with the Delivery and/or Service Contract and these Terms and is not in default of payment.

7.7 In the event that the Customer fails to fulfill its obligations under the Retention of Title or should be in default of payment, VACOM is entitled to demand the surrender of the reserved goods once it has rescinded from the Agreement. VACOM may utilize the reserved goods in the best possible way through private sale after setting an appropriate period.

7.8 The costs of repossession and utilization of reserved goods are to be borne by the Customer.

7.9 VACOM undertakes to release the collateral security to which it is entitled to the extent that its value exceeds the debts to be secured, in so far as they are not yet discharged, by more than 10%.

8. Delivery Period

8.1 The delivery period shall begin with the dispatch of the confirmati-
on of order, however not before the Customer has submitted any documentation, authorizations or releases which may be required, or before receipt of an agreed down payment. The term of delivery shall be deemed as fulfilled, should a notification of readiness for delivery be conveyed to the Customer by the due date.

8.2 The delivery period can only be respected if the Customer fulfills his obligations resulting from the Delivery and/or Service Contract. If advance payment has been agreed, the delivery period shall comm-
ence upon receipt of the purchase price.

8.3 The delivery period shall be extended by a reasonable period if hin-
drances occur which are beyond the VACOM’s control despite ta-
ting due care, irrespective of whether the cause rests with VACOM, the Customer or a third party. As soon as the cause for delay has been removed, the delivery period shall be rescheduled in writing.

8.4 If dispatch is delayed at the request of Customer, Customer shall bear a lump sum charge of 0.5 % of the invoice amount per month for storage, beginning one month after notification of readiness for dispatch. VACOM is however, authorized after reasonable time and with due notice to dispose of the delivery item elsewhere.

9. Transfer of Risk, Acceptance

9.1 Risk is deemed to pass to the Customer as soon as the delivery item has been passed on to the carrier/forwarder. This also applying where partial deliveries are made or where VACOM has assumed other forms of performance, e.g. forwarding charges or delivery and installation.

9.2 As far as an acceptance must take place, this is relevant for the transfer of risk. Acceptance must be performed without delay at the time agreed for the acceptance inspection, or alternatively after notification by VACOM that the goods are ready for inspection. The Customer may not refuse acceptance due to an insignificant defect.

9.3 In the event of delay or failure of the dispatch or acceptance on grounds, for which VACOM is not responsible, the risk will be trans-
ferred to the Customer from the day of notification of the dispatch or readiness for acceptance on part of VACOM. VACOM is obligated to obtain the insurances at the request and costs of the Customer, which he has demanded in writing.

9.4 Partial deliveries are permitted as far as this is reasonable to the Customer.

9.5 As far as being normal practice, VACOM shall inspect the deliveries and services before dispatch. Should the Customer require more detailed scrutiny, this must be specifically agreed and paid for by the Customer.

10. Export

The Customer shall be solely responsible for the compliance with all applying national and international export provisions. VACOM is not obliged to export or to re-export the goods to any country or any end user that is prohibited by any export regulations. The customer shall otherwise according to choice of VACOM collect the product from the address of VACOM himself or to provide an alternative address.

11. Warranty

VACOM shall grant a warranty for material defects in the delivery as follows:

11.1 The Customer is obligated, immediately and with the required care, to examine the goods for deviations in terms of quality and quantity, and notify VACOM of any apparent defects in writing within 7 days from receipt of the goods; a timely mailing is sufficient for adhering to the deadline. The same notification period shall apply to latent defects or defects occurring at a later point in time, calculated from such defects’ discovery. In the event of infringement of the above
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11.3 Of the costs incurred as a result of the repairs or replacement delivery, VACOM shall – provided that the complaint proves justified – bear the costs of the replacement part including dispatch.

11.4 VACOM shall not grant any warranty in the following cases: unsuitable or improper use; unauthorized or incorrect assembly or commissioning of the delivery item by the Customer or a third party, if this leads to the warranty case; subsequent modifications carried out by the Customer or a third party; normal wear and tear; negligent or incorrect handling, maintenance or servicing; failure to comply with the operating manual; unsuitable operating materials; inadequate construction work by the Customer; unsuitable soil; chemical, electrochemical or electrical influences and extreme temperature and climatic influences beyond responsibility of VACOM.

11.5 The customer is not entitled to remedy a defect himself or to have it remedied by third parties. Should the Customer or a third party improperly undertake remedies, VACOM shall not be liable for any consequences resulting therefrom.

11.6 The warranty of surface cleanliness will expire if the closure of primary packaging is broken.

11.7 Warranty claims become time-barred one year upon delivery of all sold new delivery items.

11.8 VACOM is not liable for defects arising out of devices and/or materials provided, or a design stipulated or specified by the Customer. The Liability for defects arising out of devices and/or materials provided by the Customer will apply to VACOM only in cases where VACOM has verifiably caused such defects during treatment or processing intentionally or through gross negligence. The Customer is obliged to provide credible proof that the cause of the defect lies in VACOM’s area of responsibility.

12. Liability

12.1 For damages not affecting the contractual object, VACOM shall only be liable - for whatever legal reason - in the following cases:

- in case of intentional damage;
- in case of gross negligence;
- in case of any culpable loss of life, injury or adverse effect on health;
- in case of defects maliciously concealed or whose absence was guaranteed by VACOM;
- in case of contractual object defects where VACOM is liable for personal injury or damage to privately used objects according to the Product Liability Act;

12.2 In the event of culpable violation of essential contractual obligations, VACOM shall also be liable for slight negligence, but limited to damage which is reasonably foreseeable and typical for this kind of contract.

12.3 Further claims are excluded.

13. Software Usage

13.1 If software is included in the scope of delivery, the Customer is granted a non-exclusive right from the delivery contract to use the software supplied including its documentation. It is provided for use with the specified delivery item. Usage of software on an additional system is not allowed.

13.2 Usage of software by the Customer is restricted to the extent permitted by law (Sections §§ 69 a ff. UrhG [Copyright Act]) i.e. reproduction, editing, translation or conversion of the object code to the source code. The Customer agrees not to remove manufacturer details - in particular, copyright notations - or not to change them without VACOM prior approval. All other rights to the software and the documentation including copies thereof shall remain with VACOM or with the software supplier. The awarding of sub-licenses is not permissible.

14. Right of Return
The Customer shall not have the right of return. Returns of goods are rejected without exception.

15. Services

15.1 Services provided by VACOM include cleaning services, measuring and consultancy services.

15.2 The results achieved by VACOM by services will be stored in VACOM’s internal databases. Such service data shall serve as the basis for analysis purposes and may be published by VACOM in anonymous form.

15.3 VACOM accepts no liability for defects of the items given to VACOM for purposes of services, so far as these have not been caused by VACOM intentionally or through gross negligence. The Customer is obliged to provide credible proof that the cause of the defect lies in VACOM’s area of responsibility.

15.4 If the contractual object is consultancy service, which shall be provided by VACOM, the Customer explicitly acknowledges, that VACOM shall be under no obligation for its consultancy to bring about any specific success.

16. Place of Jurisdiction
The place of jurisdiction shall be the court having jurisdiction for place of business of VACOM; however VACOM shall also be entitled to appeal to the court having jurisdiction for the Customer’s place of business.

17. Miscellaneous

17.1 Should one or more provisions in these General Terms and Conditions be invalid or should this be the case in the future, this has no effect on the validity of the remaining provisions.

17.2 The Customer shall only be entitled to a right of set-off provided that his counter claims have been judicially determined, or are uncontested or acknowledged by VACOM in writing. Withholding of payments because of any Customer’s counterclaims, the rightfulness of which is contested by VACOM, shall not be acceptable.

17.3 All documents provided to the Customer, particularly data carriers, documentation, images, drawings, calculations remains property and copyright of VACOM; they may not be used for purposes not specified in the contract, or be passed on to third parties, and shall be returned to VACOM immediately on termination of the Delivery and/or Service Contract; or when the purpose of their usage under the Delivery and/or Service Contract has been fulfilled. This applies in particular to documents and information marked „confidential“. VACOM may demand any documents to be returned with immediate effect whenever their confidentiality is at risk.
These Terms and Conditions (supplementary or substitute terms and conditions) serve the purpose of adapting the General Terms and Conditions to the Online Shop Orders.

2. Conclusion of Contract

2.1 The goods descriptions and illustrations depicted in the online shop are not considered as legally binding offers, but instead a non-binding invitation to the Customer to order the goods from VACOM online shop.

2.2 By clicking on the button ["Complete order"], the Customer is making a binding offer to purchase. Once VACOM has received purchase offer of the Customer, an automated confirmation of receipt of this purchase offer will be sent to the Customer’s e-mail address (confirmation of receipt). The confirmation of receipt does not yet represent an acceptance of the Customer’s purchase offer and thus does not yet lead to the conclusion of delivery contract.

2.3 The delivery contract is not concluded until VACOM explicitly accepts the Customer’s purchase offer in an additional email (order confirmation) or without the express assumption-explanation sends the ordered products to the Customer.

2.4 The Customer agrees that all documents concerning online ordering such as order confirmations and invoices will only be sent by e-mail to the Customer’s email address.

3. Minimum Order Value

For orders in the VACOM Online-Shop no minimum order value shall apply.
In order to ensure the offered cleanliness characteristics after completing the cleaning process and observe the agreed delivery times, the component to be cleaned, which will be delivered by the Customer, shall have the following characteristics:

The specifications offered by VACOM can only be warranted if:

1. The order of the Customer has been placed at least 3 days before delivery of the component.

2. The following technical parameters of the component, at the latest when placing the order, are available:
   - material number
   - technical drawing with the external dimensions
   - surface in cm²
   - material
   - maximum temperature (if none maximum temperature is specified, aluminum will be thermally stressed at up to 120°C and stainless steel at up to 200°C)

3. The component is equipped with barcode label on delivery.

4. The delivery shall take place in a suitable transport packaging that protects the form and functionality as well as pre-cleaning condition of the component. In the case of reusable transport packaging shall be taken into account that cleaned and cleanroom capable packaged components require more space (please contact VACOM).

5. If a component will be delivered in a condition prepared to ultra-fine cleaning; in detail, that means:

   5.1 The components are free of
      - heavy metals
      - silicones and adhesives
      - firmly adhering drain tracks of fluids, residues, etc.
      - organic sulfur and phosphor compounds
      - stains, discolorations, temper colors
      - chips and burrs

   5.2 The components are free of oil and grease, i.e.
      - outgassing rate after 30 minutes is less than or equal to
        - m / z 45 – 100: 1E-8 mbar ∙ l / s / cm²
        - m / z 101 – 200: 7,5E-10 mbar ∙ l / s / cm²
      - or organic residual dirt less than 10 μg / cm²

   5.3 Encapsulated components are leak-tight
      - up to and including PC2 at least 1E-7 mbar ∙ l / s for the air
      - from PC2+ at least 1E-09 mbar ∙ l / s for the air

In case of non-performance of points 5.1 – 5.3 VACOM reserves the right to return the component to the Customer or to create the necessary state of preparations separately and chargeable. The delays caused thereby extend the delivery period.
Terms and Conditions specific to the Repairs

August 2019


1.1 These Terms and Conditions shall apply exclusively for items delivered by VACOM in the case of repair orders.

1.2 These Terms and Conditions (supplementary or substitute terms and conditions) serve the purpose of adapting the General Terms and Conditions to the repair services.

2. Conclusion of Contract

2.1 The Customer shall inform VACOM on conclusion of the contract at the latest about all circumstances relevant to the repair and in particular about contaminations in writing. Regardless of whether repair services are provided in or outside the VACOM factory, the Customer shall complete declaration of contamination provided by VACOM. Should the item to be repaired be sent to VACOM, declaration of contamination shall be attached to the outside of the package in a visible, adequately protected manner. If the Customer does not send the declaration of contamination, VACOM is authorized to return the package at the expense of the Customer. The Customer is liable for the completeness and accuracy of the data stated in declaration of contamination as well as for all damages, which arise in relation to the incorrect and/or incomplete declaration of contamination. VACOM reserves the right in the event of certain contaminations to reject acceptance of item to be repaired or to invoice the Customer additional costs of decontamination.

3. Prices, Estimate

3.1 Where possible VACOM shall indicate on the estimate the expected price of the repair when the agreement is concluded.

3.2 If the repair cannot be carried out at the indicated price or additional work is necessary, the consent of the Customer shall be obtained if the price indicated will be exceeded by more than 15%.

3.3 If the Customer wishes to receive an estimate with binding price rates before the repair is carried out, it must expressly request this. Such an estimate is (unless otherwise agreed upon) binding only if it is submitted in writing and is expressly declared as binding.

3.4 Services rendered to tender an estimate with binding price rates before the repair is carried out, it must expressly request this. Such an estimate is (unless otherwise agreed upon) binding only if it is submitted in writing and is expressly declared as binding.

3.5 VACOM shall be entitled to ask for a prepayment if this is required due to a practical reason.

3.6 When calculating the repair the prices for parts and materials used and other special services as well as prices for work services, travel and transport costs shall be listed separately.

3.7 Possible adjustment of the invoice on the part of VACOM and objection on the part of the Customer shall take place in writing not later than two weeks after invoice.

4. Retention of Title, Lien

4.1 VACOM retains title to all accessories, replacement parts and equipment assemblies used until receipt of all payments arising from the contract for repairs. It shall be possible to enter into more far reaching agreements on collateral.

4.2 For its receivables under the repair contract, VACOM is entitled to a lien on the Customer's repair item in its possession on account of the contract. The lien may also be asserted from claims on receivables based on previously provided work, spare parts deliveries and other services performed, as far as they relate to the item to be repaired. For other claims the lien applies only to the extent that they are uncontested or legally binding.

5. Repair period

5.1 Information given on the periods required for repair is estimated and thus not binding.

5.2 The Customer shall not be entitled to demand the agreement of a binding repair period, which shall be indicated in writing as being binding, until the scope of the work shall have been able to be precisely ascertained. That binding repair period shall be deemed to have been satisfied, if by the expiry of that repair period the item to be repaired is ready to be handed over to the Customer. If a test run is planned according to the repair contract, the time of completion is considered fulfilled if the test run is ready to be carried out by the expiry of the binding repair period.

5.3 If additional orders and orders for the extension of the scope of orders are placed later or additional repair work becomes necessary, the repair period shall be extended accordingly.

5.4 If the repair is delayed due to circumstances not caused by VACOM, irrespective of whether the cause rests with VACOM, the Customer or a third party, the repair period shall be, as far as possible, extended appropriately.

6. Acceptance

6.1 The Customer shall be obliged to accept the repair work as soon as he is notified of its completion and as soon as any contractually agreed pre-commissioning inspection (test run) of the repaired item has taken place.

6.2 If the repair work is not in accordance with the contract, VACOM is obligated to remedy the defect. Such shall not apply, though, should the defect only be of minor importance with regard to Customer's interests or should its cause fall within Customer's responsibility. When there are no considerable defects, the Customer cannot refuse to sign off and accept the carried out repair.

6.3 Should acceptance be delayed without the fault of VACOM, the acceptance shall be considered given after a period of two weeks following the notification of completion of the repair has been given.

6.4 With the acceptance of the repair work, the liability of VACOM for recognizable defects shall no longer apply in as far as the Customer has not reserved the assertion of a certain defect.

7. Warranty

7.1 After acceptance of the repair work VACOM shall be held liable for repair defects in such a manner that defects shall be remedied by VACOM. The Customer shall inform VACOM immediately in writing of any defects ascertained.

7.2 VACOM shall not be held liable if the defect is irrelevant for the interests of the customer or is based on circumstances for which the Customer is to be held responsible. This applies particularly with reference to parts provided by the Customer.

7.3 In the case of modifications or repair work undertaken inappropriately on the part of the Customer or any third parties, for example, without the prior consent of VACOM, liability of VACOM is nullified for consequences that arise.

7.4 Only in urgent cases of jeopardy to the operational safety and to prevent disproportionate damage, whereby VACOM shall be notified immediately, shall the Customer in the framework of the statutory provisions be entitled to correct the fault himself or to have
the fault corrected via a third party and to charge the necessary costs to VACOM.

7.5 does not incur any unreasonable expenses on VACOM’s part.

7.6 Any and all claims for defects of the Customer come under statute of limitation after 12 months commencing from time of acceptance.

8. Liability

8.1 In the event that any parts of the object on which the repair work is performed are damaged due to the fault of VACOM, VACOM shall at its discretion either repairs or replace said parts at its own expense. The Customer is obliged to provide credible proof that the cause of the damage lies in VACOM’s area of responsibility.

8.2 Point 12 of General Terms and Conditions shall apply accordingly.

9. Cooperation and technical Assistance of Customer outside the Factory of VACOM

9.1 The Customer has to support the repair personnel of VACOM at his own expense while repairs are being carried out.

9.2 The Customer has to take necessary special measures for protection of persons and property at the repair site. The Customer also has to inform the person in charge of repairs about existing safety regulations to the extent that these matter to the repair personnel.

9.3 The Customer is obligated to provide technical assistance at its expense and in particular shall be able to do:

- The provision of the required appropriate auxiliary personnel in for repair required numbers and for the required time; the unskilled workers shall follow the instructions of the person in charge of repairs;
- The provision of tools (where necessary);
- The provision of heating, lighting, power, water, including the required connections;
- The Provision of required dry and lockable rooms for storing the tools of the repair personnel;
- The protection the repair site and materials from harmful influences of any sort, cleaning the repair site;
- Providing suitable, thief-proof day rooms and working rooms (with heating, lighting, washing and sanitary facilities) and first aid for the repair personnel;
- The provision of materials and execution of all remaining measures necessary for the installation of the repair item and the execution of a contractually agreed trial operation;

9.4 The technical assistance on the part of the Customer shall ensure that the repair can be commenced directly upon the arrival of VACOM’s repair personnel and carried out without delays until the final inspection be the Customer. If special plans or instructions of VACOM are required, VACOM shall provide the Customer with them in good time.

9.5 In the event that following the setting of a deadline the Customer fails to fulfill its duties VACOM is entitled, but is however not obligated to perform the duties of the Customer on its behalf and at the expense of the Customer. The statutory rights and claims of VACOM shall otherwise remain unaffected.

9.6 Should the equipment or tools provided by VACOM be damaged at the repair site or lost without fault on the part of VACOM, the Customer shall be obliged to compensate for such damages. Damages that can be traced back to normal wear and tear remain out of consideration.

10. Transport and insurance in case of repair at VACOM’s Factory

10.1 Unless otherwise agreed in writing, the Customer shall, at its own expense, deliver the item to be repaired to the address indicated by VACOM and collect them there upon completion of the repair work.

10.2 The Customer shall bear the risks of transportation. The Customer has to insure any perils of transportation.

10.3 During the repair period at VACOM’s factory there shall be no insurance. The Customer has to provide for the maintenance of the existing insurance protection for the item under repair, e.g. with respect to insurance against fire, tap water, storm and breakdown of machinery. Only at the express request and at the expense of the Customer can insurance protection be effected for these perils.

10.4 If the Customer delays acceptance, VACOM may assess warehousing charges for storage at its factory. The repair item may also be stored at a different location at the discretion of VACOM. The costs and risk of storage are for the account of the Customer.