



**Terms of Service
of WIKA Alexander Wiegand SE & Co. KG**

**PART A
General Provisions**

I. Scope

1. These Terms of Service apply only in respect of entrepreneurs exercising their commercial or self-employed activities and in respect of legal entities under public law. They apply to all business dealings between WIKA Alexander Wiegand SE & Co. KG (referred to hereinafter as **“WIKA”**) and the customer pertaining to the customer services provided, even if reference is not explicitly made hereto in subsequent agreements. They apply *mutatis mutandis* to the provision of services in which WIKA does not owe the manufacture of a work (**“Dienstleistungen”**). In the case of these services, the receipt of the work shall take the place of the acceptance of the work.
2. If these Terms of Service do not contain provisions governing a specific issue, the General Terms and Conditions of Sale of WIKA Alexander Wiegand SE & Co. KG shall also apply. WIKA shall provide the terms of sale on request. They are also available at www.wika.de. In the event of any contradiction between these Terms of Service and the General Terms and Conditions of Sale, the provisions of the Terms of Service shall take precedence.

II. Special and Supplementary Provisions for Services

These Terms of Service are subdivided into (Part B) “Special Rules governing the Provision of Services” (referred to hereinafter as **“special rules”**) and (Part C) “Supplementary Provisions governing Calibration, Repair, Installation, Maintenance, Service for Diaphragm Seal Systems as well as Rental and Loans” (referred to hereinafter as **“supplementary provisions”**). If the supplementary provisions do not govern a specific issue, the special rules shall apply. In the event of any contradiction between the supplementary provisions and the special rules, the supplementary provisions shall take precedence over the special rules.



III. Defence and Exclusivity Clause

Customer terms that contradict, supplement or deviate from these Terms of Service do not become part of the contract, unless WIKA would have consented to their application, in writing. These Terms of Service also apply if WIKA unconditionally performs a service for the customer in full knowledge of its conflicting, supplementary or deviating terms and conditions.

IV. Export Restrictions

1. The customer shall not, at any time,
 - sell, and/or
 - export and/or
 - re-export,
 directly or indirectly, to the Russian Federation and/or to territories occupied by Russian Federation and/or for use in the Russian Federation and/or to territories occupied by Russian Federation any products supplied under or in connection with this Agreement.
2. The customer shall undertake its best efforts to ensure that the purpose of paragraph 1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 1.
4. Any violation of paragraphs 1, 2 or 3 shall constitute a material breach of an essential element of this Agreement, and WIKA shall be entitled to seek appropriate remedies, including, but not limited to:
 - i. termination of this Agreement; and/or
 - ii. a penalty of 10 % of the total value of this Agreement or price of the products exported, whichever is higher.
5. The customer shall immediately inform WIKA about any problems in applying paragraphs 1., 2. or 3., including any relevant activities by third parties that could frustrate the purpose of paragraph 1.. The customer shall make available to WIKA information concerning compliance with the obligations under paragraph 1., 2. and 3. within two weeks of the simple request of such information.



V. Written Form Requirement

Agreements concluded between WIKA and the customer in execution of a contract that contradict, supplement or deviate from these Terms of Service must be set out in writing. This also applies to the waiver of this written form requirement.

VI. Additional Rights of WIKA

Rights going above and beyond those set forth in these Terms of Service to which WIKA is entitled pursuant to the statutory provisions or under other agreements remain unaffected.

PART B Special Rules governing the Provision of Services

I. Conclusion of Contract

1. Offers and quotations issued by WIKA are non-binding and subject to alteration.
2. WIKA reserves all ownership, copyright and other proprietary rights in the offer documentation. Such documents are not permitted to be disclosed to third parties. At WIKA's request, the customer must without delay return all offer documentation provided it is no longer required in the course of ordinary business. This applies in the same way to all other documentation.
3. The placement of an order or the approval of a quotation by the customer becomes binding only once it has been confirmed by WIKA in a written order confirmation within two weeks from the order date or if WIKA executes the order within two weeks of the order date, in particular if WIKA fulfils the order by performing the services. Order confirmation issued by automatic means without a signature and name shall be deemed to be written. An order confirmation containing obvious errors, misspellings or miscalculations shall not be binding for WIKA.
4. WIKA's silence in response to offers, orders, requests or other declarations by the customer shall be deemed to constitute approval only if this was agreed in advance, in writing.
5. WIKA shall be entitled to withdraw from the agreement, in whole or in part, if the customer's financial situation deteriorates to a significant degree or if a legitimate application for the initiation of insolvency proceedings or an equivalent procedure in respect of the customer's assets is refused due to lack of assets.



II. Scope of Service, Changes to the Service

1. The written order confirmation issued by WIKAI is authoritative as regards the scope of the services owed. Amendments to the scope of service by the customer are subject to written confirmation by WIKAI.
2. Advisory and planning services are not the subject of the order, unless this has been explicitly agreed, in writing.
3. WIKAI is entitled to engage the services of subcontractors in order to fulfil the obligations under this agreement unless this is unreasonable for the customer.

III. Time of Service

1. The agreement of a time for the performance of the services (deadlines and dates) must be made in writing. Deadlines and dates are not binding unless they have been previously designated by WIKAI, in writing, as binding.
2. A performance deadline or date shall be deemed to have been observed if WIKAI commences provision of the service by the expiry of the time period or on the agreed date.
3. In the event of default in performance, the customer shall be entitled to withdraw from the agreement upon fruitless expiry of an appropriate additional period set by it at the time WIKAI entered into default of performance.

IV. Customer's Duty to Cooperate

1. The customer must in good time prior to commencement of the service provide WIKAI with all information and documentation necessary and expedient to the provision of the service, in particular safety-relevant information.
2. If services are to be performed on-site at the customer's premises, the customer is required, free of charge, to provide WIKAI unimpeded and unrestricted access to the devices and systems.
3. If services are to be performed on-site at the customer's premises, the customer shall if necessary, in good time, in sufficient quantity and free of charge provide WIKAI all media required for the performance of the services, in particular power (power current/three-phase alternating current), water and compressed air.



4. On completion of the services by WIKAI, the customer must check the devices or systems for functionality prior to first use.
5. Other than the performance of the services commissioned, WIKAI shall not assume any liability for the function and safety of the devices or systems of the customer and the integration thereof in the customer's system. WIKAI's liability is limited to the parts exchanged. WIKAI's liability for intentional acts remains unaffected.

V. Price Quotation, Remuneration and Payment

1. At the customer's request, WIKAI shall issue a price quotation. The price quotation is a non-binding estimate by WIKAI. If it transpires in the course of the provision of the services that the actual costs are higher than the sum stated in the price quotation, WIKAI shall provide the customer with an updated price quotation. The customer may either approve the updated price quotation or is entitled within a reasonable period to withdraw from the agreement. If the customer exercises its right of withdrawal, it must pay the actual costs incurred.
2. The customer pays WIKAI a fee for the provision of the services. The agreed fee is net and subject to VAT at the applicable statutory rate on the invoice date. The fee does not include the cost of any replacement and wearing parts and the provision thereof, machine hours, computing time, printing costs and travel costs, as well as any additional costs and/or special payments for the provision of services outside of regular working hours as defined in subsection 4. These costs and the costs of additional services of WIKAI shall be invoiced separately. The minimum fee for devices containing residual amounts of hazardous substances (in particular flammable, toxic, corrosive, harmful, explosive, incendiary, environmentally hazardous, biohazardous or radioactive substances) is EUR 100.00 net and for devices that are free of hazardous substances EUR 70.00 net.
3. If services are to be performed on-site at the customer's premises, the services that are charged based on time expenditure shall be invoiced pursuant to the time reports contained in the service reports at the hourly rates applicable on the date of performance, plus VAT at the applicable statutory rate on the invoice date.
4. If services are to be performed on-site at the customer's premises, the working hours of WIKAI's employees shall be no more than eight hours per day. WIKAI's employees regularly work from Monday to Friday, 7.00 a.m. to 4.00 p.m. local time in each case. This excludes statutory holidays and company days off at WIKAI. The working hours also include, in particular, the journey to and from WIKAI's site to the place of work, unless the actual journey time is shorter and the journey to and from the place of work, delays and disruptions to work that are beyond WIKAI's control and the finishing of the



work, in particular signing-off, returning tools, evaluating reports and measurement results, compiling the service report and reporting.

5. Maximum working hours of eight hours per day are not permitted to be exceeded without WIKAI's written consent. Unless otherwise agreed in individual cases, for work performed outside of regular working hours pursuant to subsection 4, appropriate surcharges will be added to the hourly rates per employee (special payment).
6. Travel expenses are calculated from WIKAI's registered office.
7. Replacement and wearing parts are charged at the list price applicable on the date of performance, plus VAT at the applicable statutory rate on the invoice date.
8. Unless otherwise agreed, invoices are payable within 14 days of the invoice date, without deduction. The payment date is deemed to be the date upon which WIKAI is able to freely dispose of the payment. In the event of default of payment, the customer must pay default interest of 9% points above the applicable base rate p.a. in each case. Any claims of WIKAI going above and beyond this remain unaffected.
9. In the case of foreign transactions, in derogation from subsection 8, payment is due prior to performance, unless otherwise agreed in advance and in writing.

VI. Acceptance, Alterations to Devices and Systems by the Customer

1. The customer is under an obligation to accept the services. Each party has the right to demand partial acceptance.
2. If services are to be performed on-site at the customer's premises, acceptance shall take the form of signature by the customer or its representative of the service report compiled by the WIKAI.
3. Services are deemed accepted in particular if, (a) WIKAI provides the customer an appropriate period for acceptance following completion of the services and the customer does not refuse acceptance within this period, stating at least one defect or (b) if the customer uses the services or (c) the customer waives acceptance.
4. Acceptance is not permitted to be refused based on insignificant defects.
5. The customer shall not alter the devices and systems, in particular it must not remove existing warnings relating to risks of improper use of the devices and systems.



VII. Claims based on Defects

1. In the event of defective performance of the service, WIKA has the right at its discretion to provide subsequent performance ("**Nacherfüllung**") by rectifying the defect or to create a new work. In the case of subsequent performance, WIKA is required to pay all expenses incurred in the course of subsequent performance, including, specifically, costs of transportation, travel, labour and materials.
2. If WIKA is unable or unwilling to provide subsequent performance, the customer may without prejudice to any claims to damages or compensation of expenses, at its discretion withdraw from the agreement or reduce payment. The same applies if subsequent performance is unsuccessful, unreasonable for the customer or for reasons for which WIKA is responsible, is delayed by more than a reasonable amount.
3. Defects attributable to natural wear and tear, in particular in of wearing parts, or due to incorrect handling, insulation, use or storage or improperly performed alterations or repairs to the devices and systems by the customer or third parties do not establish claims based on defects. The same applies to defects for which the customer is responsible, or which are attributable to a technical cause other than the original defect.
4. Customer claims to reimbursement of expenses instead of compensation instead of performance are excluded insofar as a reasonable third party would not also have incurred such expenses.
5. Unless otherwise agreed in individual cases, in writing, WIKA does not assume any guarantees, in particular guarantees as to condition or durability.
6. The limitation period for the customer's claims based on defects is one year. The limitation period of one year also applies to claims in tort based on a defect in performance. The limitation period commences upon acceptance of the services. The limitation period of one year does not apply to WIKA's unlimited liability for damage relating to the breach of a guarantee or damage to life, limb or health, for intentional acts and gross negligence and for mandatory statutory liability for product defects or insofar as WIKA assumed a procurement risk. A statement by WIKA concerning a claim based on defects asserted by the customer shall not be deemed to constitute entry into negotiations concerning the claim or the circumstances establishing the claim, provided WIKA has rejected the claim based on defects in full.

VIII. Liability of WIKA



1. WIKAI is liable without limitation for damage based on the breach of a guarantee or damage to life, limb or health. The same applies to intentional acts and gross negligence, as well as insofar as WIKAI assumed a procurement risk. WIKAI is liable for slight negligence only in the event of the breach of essential obligations inherent to the nature of the contract and which are of particular importance for the achievement of the contractual purpose. In the event of the breach of such obligations, as well as in the case of default and frustration of contract, WIKAI's liability is limited to limited to such damages as may typically be expected to occur within the scope of this kind of contract. Mandatory statutory liability for product defects remains unaffected.
2. If WIKAI's liability is excluded or limited, this also applies to the personal liability of WIKAI's employees, staff, workers, representatives and agents.

IX. Force Majeure

1. If WIKAI is precluded from performing its contractual obligations, in particular performing the service, as a result of force majeure events, WIKAI shall for the duration of the impediment and a reasonable start-up period thereafter, be released from the performance obligation without being required to pay the customer damages. The same applies if the fulfilment of WIKAI's obligations is rendered unreasonably more difficult or temporarily impossible as a result of unforeseeable circumstances beyond WIKAI's control, including, in particular, industrial action, pandemic, epidemic, official measures, energy shortages, obstacles to delivery by a supplier or material disruptions to operations, including, in particular cyber attacks. This also applies if such circumstances are experienced by a sub-supplier. Insofar as WIKAI is released from its performance obligation, WIKAI shall return any payments made by the customer.
2. WIKAI is entitled upon expiry of a reasonable period to withdraw from the agreement if such impediment lasts more than four months and WIKAI no longer has any interest in the performance of the agreement as a result of the impediment. At the customer's request, WIKAI shall declare on expiry of the deadline whether it intends to exercise its withdrawal right or whether it will perform the services within a reasonable period.

X. Confidentiality

1. For a period of five years from performance of the service, the parties are required to keep confidential all information to which they become privy, and which is designated confidential or can be identified as business or trade secrets based on other circumstances, and, insofar as this is not required for the business transaction, neither to record nor disclose the same.



2. The confidentiality obligation ceases to apply insofar as information was demonstrably already known to the recipient prior to commencement of the contractual relationship or was publicly known or generally accessible prior to commencement of the contractual relationship or through no fault on the part of the recipient becomes publicly known or generally accessible. The burden of proof is on the recipient.
3. The parties will ensure by means of appropriate contractual arrangements with their employees and agents, in particular freelance employees and service providers and works companies acting on their behalf, that they, too, for the duration of five years from performance of the service refrain from any and all own use, disclosure or unauthorised recording of such business and trade secrets.

XI. Data Protection

1. The parties are required to observe the statutory rules governing data protection, specifically the EU General Data Protection Regulation (GDPR) when executing the agreement and must require their employees also to comply with these provisions.
2. The parties process the personal information received (name and contact details of the contact person) exclusively for the purpose of executing the agreement and will implement safety measures to protect that information (Art. 32 GDPR) which reflect the current technological state of the art. The parties are required to delete personal information as soon as the processing thereof is no longer necessary. This does not affect any statutory storage requirements.
3. If in the course of the performance of the contract, one party processes information on behalf of the other party, the parties shall conclude a separate contract processing agreement in accordance with Art. 28 GDPR.

XII. Final Provisions

1. The rights and duties of the customer can be assigned to third parties only with WIKAI's prior written consent.
2. Counterclaims of the customer entitle it to set-off only if they have been conclusively legally determined or are uncontested. The customer can assert a retention right only if its counterclaim is based on the same contractual relationship.
3. The legal relationship between the customer and WIKAI shall be governed by and construed in accordance with the laws of the Federal Republic of Germany to the



exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. If the customer is a merchant as defined in the German Commercial Code (*Handelsgesetzbuch*), a public law legal entity or a special public fund, the exclusive place of jurisdiction for all disputes concerning the business dealings between WIKA and the customer is the seat of WIKA. WIKA is also entitled to file suit at the customer's seat and at any other permissible place of jurisdiction. The application of arbitration clauses is hereby contested.
5. Unless otherwise agreed, the place of performance for all services of the customer and WIKA is WIKA's registered seat.
6. The language of the agreement is German.
7. Should any provision of these Terms of Service be or become invalid or unenforceable, in whole or in part, or if these Terms of Service contain an omission, this shall not affect the validity of the remainder of the provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision is deemed agreed that comes as close as possible to fulfilling the purpose of the invalid or unenforceable provision. In the case of an omission, the provision is deemed agreed that corresponds to what would have been agreed, in light of the purpose of these Terms of Service, had the parties considered the matter from the outset.

PART C
Supplementary Provisions
governing Calibration, Repair, Installation, Maintenance,
Service for Diaphragm Seal Systems as well as Rental and Loans

I. Sending devices to WIKA

The customer must at their own risk deliver the device, or have it delivered, with the goods receipt and return form to the address stated by WIKA ("**Labor Service**"), unless the customer commissioned WIKA to collect and return the device ("**Pick-up and Drop-off Service**") or the parties have agreed that the services are to be performed on-site at the customer's premises ("**Mobile and On-Site Service**"). The goods receipt and return form can be downloaded from www.wika.de. WIKA is not under any obligation to accept devices sent to it postage not prepaid.

II. Pick-up and Drop-off Service



In the case of the Pick-up and Drop-off Service, WIKAI shall collect the device from the customer at the agreed time and drop it off at the agreed place of delivery on completion of the work. If this has additionally been agreed, in writing, WIKAI will handle the dismantling of the device prior to collection and, following delivery, will handle the commissioning of the device at the customer's premises. In these cases, WIKAI has the right also to charge the customer for the costs of the pick-up and drop-off and, if applicable, the time expenditure for the disassembly and commissioning.

III. Mobile and On-Site Service

1. In the case of the mobile and on-site service, the WIKAI employees shall compile a service report on-site at the customer's premises. On completion of the work, the service report is signed by the customer or their representative. With their signature, the customer confirms the attendance of the employees, the duration of and approval of the work. If it transpires that the device or the plant needs to be repaired, or further replacement or wearing parts are required, the responsible WIKAI employee will seek the customer's consent before performing the services. The customer or their authorised representative provides consent by signing a corresponding note in the service report. If the customer refuses consent, the WIKAI employee will not provide any further services. The customer does not have the right to assert any claims against WIKAI in this connection.

2. The services shall be performed at the place agreed with the customer during regular working hours as stipulated in Part B V. (4). Unless otherwise agreed in individual cases, for work performed outside of regular working hours, following surcharges will be added to the hourly rates per employee (special payment):
 - For the first two hours of overtime per day: 25%.
 - For the overtime from the 3rd overtime hour per day: 50%.
 - For each hour worked on public holidays, Saturdays, Sundays and company holidays at WIKAI: 100 %.

The parties shall in good time mutually agree on the exact service date. If, in individual cases, the parties agree on services outside of regular working hours as stipulated in Part B V. (4), WIKAI has the right to charge the resulting additional costs and/or special payments.

3. The customer must in good time prior to the service date and in writing provide WIKAI with the precise address and location of the place of performance. If on the agreed service date, the WIKAI employees travel to the address provided by the customer in vain, WIKAI has the right to charge the travel time and travel expenses. In addition, WIKAI has the right in these cases to charge a reasonable processing fee. This does



not affect any further claims of WIKAI going above and beyond this. The customer has the right to furnish evidence that WIKAI did not incur any damage or that such damage was less than the amount of the processing fee. The payment obligation pursuant to this clause does not apply if the customer is not at fault.

IV. Installation

If WIKAI has been commissioned to install a device or a system on-site at the customer's premises, the following provisions also apply:

1. WIKAI shall deliver the device or the system to the customer and install it ready for use. WIKAI shall notify the customer in good time in advance and in writing of the time of the delivery and the installation.
2. The customer must ensure that the necessary on-site conditions have been fulfilled in good time prior to the delivery of the device or the system.

V. Maintenance

If WIKAI has been commissioned to perform maintenance for a device or system, the following rules apply:

1. Maintenance shall be carried out at regular intervals to be agreed by the parties in writing.
2. If the cost of the maintenance exceeds the lump-sum fee for maintenance, including small parts, such as seals or screws, or if it transpires in the course of maintenance work that the device or the system is in need of repair, the responsible employee at WIKAI must seek customer consent prior to performing the maintenance work or repair. The customer or their authorised representative provide consent by signing a corresponding note in the service report. If the customer refuses consent, maintenance will not be carried out. The customer does not have the right to assert any claims against WIKAI in this connection.
3. Maintenance does not include the repair of damage attributable to misconduct on the part of the customer or third parties, or damage caused by force majeure events. Maintenance does not include the short-term rectification of faults that occur outside of maintenance appointments.



VI. Faults

The customer can contact WIKAI during standard working hours pursuant to Part B V. (4). The response time, i.e., the time from receipt of the fault report until commencement of rectification of the fault, usually a telephone call with the customer, is no more than six hours within regular working hours pursuant to Part B V. (4). If the rectification of the fault necessitates deployment of WIKAI employees on site at the customer's premises, the response time i.e., the time from receipt of the fault report and a written order by the customer until commencement of rectification of the fault, is 48 hours. This response time is extended based on statutory holidays, Saturdays, Sundays and/or company days off at WIKAI, as well as in the case of unusual journey times. The rectification of the fault depends, in particular, on the nature of the fault as well as the availability of replacement parts and personnel.

VII. Service for Diaphragm Seal Systems

If WIKAI has been commissioned to carry out services for diaphragm seal systems, the following rules apply:

1. The customer must ensure that the diaphragm seal system is packaged safely and that only decontaminated devices are sent to WIKAI.
2. Unless otherwise agreed, in writing, the diaphragm seal systems are subjected to the following tests: communication test, hydrostatic pressure test and short-term signal drift test. Errors that arise during long-term operation, such as long-term drift, cannot be established with these tests.
3. As a rule, WIKAI performs the service for diaphragm seal systems only if WIKAI tested the customer's diaphragm seal system as being fully functional.
4. Unless otherwise agreed, in writing, servicing of the diaphragm seal systems is subject to the following rules:
 - As a rule, the diaphragm seal systems and add-on components will be replaced with high-quality equivalent components. Intact components will be reused where possible.
 - The diaphragm seal systems will be refilled with an equivalent pressure transmission fluid.
 - Attachment will as a rule be carried out in line with the WIKAI-standard. Following attachment, measurements, design, functionality and characteristics of the materials may differ from the original attachment.
 - Technical testing based on the damage pattern will not be carried out. If additionally agreed, in writing, WIKAI will analyse the source of the problem.



- WIKA reserves the right to dispose of defective parts as scrap. With timely written notice from the customer, WIKA will at the expense and at the risk of the customer send the defective parts to the delivery address stated by the customer.
- 5. On completion of service, WIKA will restore the initial condition of the diaphragm seal system. The customer must check the diaphragm seal system for proper function prior to first use, in particular whether the settings of the process transmitter were carried out correctly.
- 6. WIKA does not assume any liability based on the service for the functionality and safety of the diaphragm seal system and the integration thereof into the customer's system. WIKA's liability is limited to the parts that were replaced. Liability for intentional acts remains unaffected.

VIII. Return of the Devices to the Customer

1. Devices shall be sent back to the delivery address stated by the customer at the expense and at the risk of the customer.
2. The risk of the accidental destruction and accidental deterioration of the devices passes back to the customer as soon as the devices are handed to the person transporting the goods or leave WIKA's laboratory for the purposes of shipping. In the case of collection by the customer, the risk passes to the customer upon notification of readiness for collection.
3. If the customer enters default of acceptance, WIKA may demand compensation of any damage incurred, including any additional costs. WIKA is entitled, in particular, to place the devices into storage at the customer's expense for the duration of the default. WIKA is entitled to demand appropriate payment for the storage of the devices. This does not affect any further claims of WIKA going above and beyond this. The customer has the right to furnish evidence that WIKA did not incur any damage or that such damage was significantly less than the lump-sum. The same applies if the customer breaches other cooperation duties unless the customer is not responsible for the breach of other cooperation duties. The risk of the accidental destruction or accidental deterioration of the devices passes to the customer no later than at the time it enters into default of acceptance.
4. If shipping is delayed as a result of circumstances beyond WIKA's control, the risk passes to the customer upon notification of readiness for dispatch.
5. Device scrapping shall be carried out in consultation with the customer at the customer's expense. Otherwise, if the device is defective or irreparable or the diaphragm seal system is not fully functional WIKA shall send the device to the delivery



address stated by the customer at the expense and at the risk of the customer. In such cases, WIKAI is entitled to charge a processing fee. For devices with residual amounts of hazardous substances (in particular flammable, toxic, corrosive, harmful, explosive, oxidizing, environmentally hazardous, biohazardous or radioactive substances), this processing fee is EUR 100.00 net and for devices that are free of hazardous substances, EUR 70.00 net. This does not affect any further claims to which WIKAI is entitled. The customer has the right to furnish evidence that WIKAI did not incur any damage or that the damage incurred was significantly less than the processing fee. The payment obligation under this provision does not apply if the customer is not at fault.

IX. Rental and Loan

If the customer has rented one or more devices from WIKAI at a charge or free of charge, the following provisions apply:

1. The specifications of the device rented at a charge or free of charge (referred to hereinafter in this part as the "**device**") are set forth in the written order confirmation issued by WIKAI. If the customer rented the device against payment, the device is calibrated and will be provided to the customer with calibration certificates, whereby the calibration certificates are issued in WIKAI's name. In the case of a free loan, the device is not calibrated and will be provided to the customer without calibration certificates.
2. The customer is entitled to use the device for the contractually stipulated purpose. In the case of a free loan, the customer is permitted to use the device exclusively for demonstration purposes. This encompasses details of the design, the material, size and possible functions. The device is not permitted to be brought to a location other than the point of use stipulated by the customer without WIKAI's prior written consent.
3. Unless otherwise agreed, in writing, the rental period for chargeable rental is no more than six weeks. For free loans, subject to written agreement to the contrary, the loan period is no more than two weeks. A tacit extension of the rental in the event that the customer continues to use the device following expiry of the rental or loan period or other termination of the rental agreement is excluded.
4. The rental period or loan period commences upon handover of the device to the person carrying out the transportation. WIKAI shall notify the customer of the dispatch of the device without delay. The device shall, in the case of chargeable rent, be transported in a special transport box or other special packaging and in the case of a free loan in a box safe for transportation. The customer must duly return the device to WIKAI before the rental or loan period expires. The device is to be returned to the return address stipulated by WIKAI. The customer is required in the case of chargeable



rent to use the special transport boxes or other special packaging for return transportation.

5. The costs of transportation or shipping for the delivery and return shall be borne by the customer, whereby in the case of a free loan, the costs of sending in the device shall be borne by WIKA.
6. The customer is required to handle the device sparingly and with care. It is not entitled without WIKA's prior written consent to perform alterations or adjustments to the device or to carry out repairs, to affix labels or remove labels affixed by WIKA.
7. The customer shall without delay and in writing notify WIKA of any damage to the device. For any damage attributable to non-timely notice of damage, the customer is liable for damages, unless the customer is not responsible for the non-timely notification. Further claims of WIKA going above and beyond this remain unaffected. The customer is required to check the device upon receipt to verify that it is free of defects and, should any defect be identified, to have the defect confirmed by the haulier, the parcel carrier or courier. Together with the confirmation, the notice of defects must be submitted to WIKA without delay.
8. If third parties assert claims to the device by way of seizure, attachment or similar, the customer is required to notify WIKA of this without delay and in writing and, in addition, immediately to inform the third party of WIKA's ownership rights.
9. WIKA has the right at any time during standard business hours and without disrupting the customer's operations, to inspect the device or to commission a third party to inspect the device on its behalf.
10. Sub-rental or other transfer of use of the device to third parties is subject to WIKA's prior written consent. The customer does not have the right to terminate the agreement on grounds of WIKA refusing consent to such sub-rental. In the event of sub-rental or transfer of use to third parties, the customer is liable for all actions and omissions of the sub-lessee or the party to which use of the device was transferred.
11. In the event that the device displays a defect upon handover to the customer, WIKA shall resolve the defect by way of rectification or provide an equivalent defect-free replacement. An insignificant reduction in suitability for the contractual use shall be deemed irrelevant. Whether WIKA rectifies the defect or provides a replacement is at WIKA's discretion. The customer is entitled to reduce payment only if two attempts at rectification or replacement are unsuccessful.
12. WIKA's strict liability to pay damages based on defects that initially existed is hereby excluded.



13. If the customer is in default with returning the device, WIKA shall be entitled in the case of a chargeable rental to charge the customer a weekly rental fee from entry into default per each week of default commenced that corresponds to the weekly rental fee agreed for the rental period. In the case of a free loan, from entry into default WIKA is entitled to charge the customer a weekly fee corresponding to the rental fee for the device in the case of chargeable rental per week of default commenced. The customer has the right to furnish evidence that WIKA did not incur any damage or that the damage incurred was significantly lower than the rental fee. The payment obligation pursuant to this clause shall not apply if the customer is not responsible for the circumstance leading to the default. Further claims of WIKA going above and beyond this remain unaffected.