



General Terms and Conditions of ALD-VT Remote-Service (“Remote-Service GTC”)

1. Preamble

- 1.1 The following conditions apply to Remote-Service services performed by ALD Vacuum Technologies GmbH, Otto-von-Guericke-Platz 1, 63457 Hanau, (hereinafter referred to as “ALD-VT”) for the customer granting the order (hereinafter referred to as “ALD-VT Remote-Service”). The general assembly, conversion and repair conditions of ALD-VT shall apply in their current valid version in place of the Remote-Service GTC if the customer decides to receive support from ALD-VT employees on site.
- 1.2 Individual agreements concluded in the individual case with the customer (including ancillary agreements, supplements and amendments) shall always take precedence over these Remote-Service GTC. Individual agreements shall require the written form.

2. Contractual object

- 2.1 The object of this Agreement is the provision of Remote-Service for the customer by ALD-VT. Remote-Service includes supporting the customer in correcting alleged or actual disruptions to customer systems by exchanging information relevant to the service via an online platform or other digital means between ALD-VT and the customer, without a technician being required to inspect the system on site at the customer's location. Problems shall be corrected by the customer itself through the instruction and support of ALD-VT employees. ALD-VT shall support the customer to the best of its ability in the course of Remote-Service, but shall not be responsible for successfully correcting the alleged or actual fault.
- 2.2 ALD-VT shall perform the Remote-Service services described under clause 4 through commission by the customer in accordance with clause 3. If the customer commissions on site support by ALD-VT employees, the general assembly, refurbishment and repair conditions shall apply in their current valid version, not these Remote-Service GTC.
- 2.3 The customer shall owe the compensation indicated under clause 6.
- 2.4 The sale and delivery of equipment and regular maintenance and repair work on customer equipment and software maintenance are not the object of these Remote-Service GTC, but are instead governed by separate agreements between ALD-VT and the customer.

3. Contractual conclusion

- 3.1 The contract for ALD-VT Remote-Service by ALD-VT shall be concluded between ALD-VT and the customer through a commission from the customer and acceptance by ALD-VT. Offers made by ALD-VT are non-binding and only represent a request for the customer to provide an offer if not otherwise expressly indicated in the offer.
- 3.2 An order of services by the customer shall be considered a binding contractual offer. Orders may be placed in writing via fax or e-mail.
- 3.3 If not otherwise indicated in the order, ALD-VT is entitled to accept this contractual offer within two weeks after receipt.



3.4 A contract shall come into being following order confirmation by ALD-VT, which may be provided in writing, via fax or by e-mail. After the contract is concluded, ALD-VT and the customer shall set a date for providing Remote-Service.

4. **Services of ALD-VT in Remote-Service**

- 4.1 Remote-Service includes support to employees of the customer in diagnosing and potentially correcting an alleged system fault from one or more employees of ALD-VT via an online platform or via other digital communication channels, such as email or telephone. A connection is created for this purpose between the respective employees of the contractual parties, through which they can share files (in particular images and videos) and process them live and communicate live via text input. Employees of the customer shall complete measures necessary to correct the fault under the instruction of the ALD-VT employee.
- 4.2 The online platform shall be provided by a subcontractor of ALD-VT as software as a service (SaaS) and as an application-based software solution. The general terms and conditions of the subcontractor apply to said solution. Insofar as user obligations or user requirements are outlined in these GTC, the customer shall be subject to these obligations and requirements. By commissioning ALD-VT to provide Remote-Service, the customer hereby recognizes the GTC of the subcontractor.
- 4.3 Remote-Service shall be provided either via an internet connection using the online platform or via other digital communication channels, such as email or telephone. For the purpose of the online platform ALD-VT shall instruct its subcontractor to transfer access data required to use the online platform to the customer. The files (in particular images and videos) shall be created using the customer's technical devices (in particular smartphones and comparable devices) and transmitted to ALD-VT.
- 4.4 ALD-VT shall provide Remote-Service at the time indicated in clause 3.4 and within the ALD-VT business hours stipulated in clause 4.5.
- 4.5 Remote-Service shall be offered during business hours at the ALD-VT location, Monday through Friday 8 AM - 5 PM (CET), with the exception of holidays applicable at the ALD-VT location.
- 4.6 The online platform used to provide Remote-Service shall generally be available 24 hours a day, 365 days a year. If maintenance work is required and the online platform is not available for this purpose, ALD-VT will inform the customer of this promptly if possible. Online platform downtimes due to maintenance work shall not be included in calculating availability. ALD-VT is not responsible for downtimes due to internet / network failures, in particular for downtimes that are not within ALD-VT's sphere of responsibility.
- 4.7 If the online platform is not available, ALD-VT shall set a new date with the customer.
- 4.8 If it becomes clear while providing Remote-Service that an on-site technician visit is necessary, a separate agreement shall be concluded for this purpose. The general assembly, refurbishment and repair conditions apply to this visit.



- 4.9 ALD-VT shall be responsible for providing and carrying out Remote-Service according to clause 4.1 – 4.6. It is not responsible for successfully detecting and correcting faults on the customer's equipment reported by the customer over the online platform or digital communication channel.

5. Collaborative obligations and duties of the customer

- 5.1 The customer shall support ALD-VT fully in performing its services insofar as this is necessary to provide Remote-Service, in particular, the customer shall provide necessary audio and visual recordings and text descriptions for the purpose of fault diagnosis (see clause 4.1).
- 5.2 Each time Remote-Service is provided, an employee of the customer or its commissioned operator must be stationed at the equipment. During Remote-Service, the customer or its commissioned operator is obligated to instruct its own personnel of potential hazards, in particular to comply with safety regulations and take necessary safety precautions when working on or repairing the equipment.
- 5.3 The customer is responsible for ensuring its on-site employees have the qualifications necessary to carry out Remote-Service and have been trained in detecting and avoiding hazards on the equipment, and that they have been entrusted with these duties by the customer.
- 5.4 The customer must ensure that audio and visual recordings to be taken for the purpose of Remote-Service do not include recordings of personnel, in particular other customer employees, if they have not consented to be recorded or for recordings to be used for Remote-Service. The customer is responsible for complying with relevant regulations under personal protection and data privacy law.
- 5.5 The customer is responsible at its own cost for fulfilling the technical requirements necessary for remote communication (in particular installing an internet connection with sufficient bandwidth) and for purchasing and using devices necessary for the online platform (such as PCs, laptops, smartphones, tablets, data glasses) and for installing the required software on these devices.
- 5.6 The customer must ensure that assigned user IDs and passwords are only shared with authorized individuals. These may not be transmitted to unauthorized third parties. If user IDs and passwords are disclosed to unauthorized third parties, ALD-VT must be informed promptly.
- 5.7 The customer is responsible and must ensure at its own cost through appropriate measures that the devices it uses to receive Remote-Service (clause 5.5) are not infected by viruses, Trojan horses, or other malware.

6. Compensation

- 6.1 The customer shall owe compensation for Remote-Service according to the pricing list applicable at the time the agreement to provide Remote-Service is concluded, unless otherwise agreed in (clause 3.4).
- 6.2 Compensation must be paid independent of the success of the support. It shall also be owed even if Remote-Service is not able to diagnose or correct the fault.
- 6.3 Services shall be invoiced at 15-minute intervals.



6.4 Prices are indicated as net prices. ALD-VT shall also charge trade taxes (in particular VAT), based on the statutory rates applicable at the time the contract is concluded.

7. **Payment conditions**

7.1 ALD-VT shall invoice its services to the customer after the respective service has been carried out.

7.2 In the absence of a special agreement, payment shall be due immediately and made in EURO without any deduction to the account specified by ALD-VT in the invoice, and within 30 days from the invoice date. Any fees or costs incurred by ALD-VT through the payment, such as due to separately agreed payment methods (checks, bills of exchange) or payments in foreign currencies shall be paid by the customer.

7.3 The customer shall only have a right to withhold payments or offset them against counterclaims from other legal relationships if its counterclaims are undisputed or have been deemed legally valid.

7.4 If the customer falls into default of payment or makes a late payment, the statutory provisions of sections 288 BGB (German Civil Code), 353 HGB (German Commercial Code) apply.

8. **Warranty**

8.1 ALD-VT shall provide its services with due diligence and they shall be of an average type and quality. ALD-VT is not responsible for achieving a specific level of success.

8.2 ALD-VT shall provide no guarantees that any equipment-related problems will be diagnosed or corrected during Remote-Service.

9. **Limitation of liability**

9.1 ALD-VT shall be liable without restriction for damages due to an injury to life, body or health and to cases of intentional action and gross negligence.

9.2 For all other cases of negligence, ALD-VT shall only be liable if it violates a cardinal contractual obligation, the fulfillment of which facilitates the proper completion of the contract and in which the customer should regularly be able to trust. In such cases, its liability is limited to typical and foreseeable damages.

9.3 Liability according to clause 9.2 shall be limited to 5,000.00 EUR per case and 10,000.00 EUR per calendar year.

9.4 Any further liability on the part of ALD-VT is excluded. ALD-VT shall, in particular, accept no liability for missing data lines, data damage, loss of data, transmission errors and misconduct by the customer.

9.5 Customer claims according to clause 9.2 shall expire within one year from the time the claim comes into being.

10. **Partial invalidity**



10.1 If a provision of these GTC or the underlying agreement is or becomes invalid, the other provisions shall remain unaffected. The contractual partners shall attempt to replace the invalid provision with another provision coming as close as possible to it.

11. Applicable law, place of jurisdiction

11.1 The law of the Federal Republic of Germany shall apply to all legal relationships between ALD-VT and the customer, excluding international uniform law, in particular UN Sales Law.

11.2 The exclusive place of jurisdiction for all disputes arising from or in conjunction with the contractual relationship regulated here between the parties is Frankfurt a. M. However, ALD-VT is also entitled to file a suit at the customer's headquarters.

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