

# Equipment Maintenance Contract

## on the provision of services and maintenance in connection with seca devices

between

and

seca gmbh & co. kg  
Hammer Steindamm 3 – 25  
22089 Hamburg

hereinafter "Customer"

hereinafter "seca"

In the following, Customer and seca shall also be referred to individually as "Party" and collectively as "Parties".

### Preamble

The parties have concluded a contract for the purchase of seca devices (hereinafter referred to as "Purchase Contract"). In addition to this Purchase Contract, the present Equipment Maintenance Contract (hereinafter referred to as the "Equipment Maintenance Contract") shall be entered into and attached to the Purchase Contract as an integral part thereof. On the basis of this Equipment Maintenance Contract seca shall provide certain maintenance services in connection with the seca devices.

On this basis, the parties have agreed as follows:

### 1. Contract Objective

- 1.1 This Equipment Maintenance Contract is related to the provision of services for seca devices as specified and purchased in the Purchase Contract.
- 1.2 The Customer shall ensure that the equipment maintenance services specified in the Purchase Contract shall not be performed by third parties during the term of this Equipment Maintenance Contract.

### 2. Services

- 2.1 The services under this Equipment Maintenance Contract shall include the service components identified in the Purchase Contract.  
The documentation of performed services shall be done with a service report. The services shall be provided by seca by appointment with the Customer. The implementation interval, if applicable, shall be specified in the Purchase Contract.
- 2.2 If a maintenance cannot be performed in accordance with the provisions in section 2.1 due to technical defects (which are not itself the subject of the warranty according to the Purchase Contract and the applicable seca Terms and Conditions "seca Terms of sale and Delivery") or for other reasons, a repair case exists and seca shall provide a cost estimate. After approval of the cost estimate, the repair usually takes place on site. The documentation shall take place separately in a service report and shall be delivered in electronic form as a PDF file.
- 2.3 The Customer shall provide parking facilities for loading and unloading the service vehicle in the immediate vicinity of the place of performance. Parking fees shall be charged to the Customer in actual amount.
- 2.4 seca is entitled to provide services through third parties and/or subcontractors if the third party or subcontractor is an affiliated company. For purposes of this clause an "affiliated company" is any business entity from time to time controlling, controlled by, or under common control with seca.

seca coordinates the deployment and services from subcontractors independently and on its own authority and duly monitors their provision of services.

### **3. Remuneration**

- 3.1** The conditions specified in the Purchase Contract shall apply for the services named under Section 2. In addition, fees required by federal, state, or local law shall be reported separately for correct internal reporting or shall not be charged if a fee exemption is submitted.
- 3.2** Repairs shall be calculated on the basis of the applicable seca Service Price List.
- 3.3** Invoicing shall be done with reference to this Equipment Maintenance Contract, after the provision of services by seca. Operational coordination of maintenance services shall be performed by seca in direct coordination with the Customer. seca shall solely coordinate - if necessary - the responsible local authority.

### **4. Term and Termination**

- 4.1** The term (and extension) of this Equipment Maintenance Contract shall be based on the relevant agreements in the Purchase Contract.
- 4.2** This Equipment Maintenance Contract may be terminated by either Party without notice should
- a) insolvency or composition proceedings be opened against the other Party's assets or should the other Party enter into voluntary liquidation;
  - b) the other party, in spite of a written warning, violates essential obligations of the present Equipment Maintenance Contract.
  - c) the ownership structure of one Party change significantly, unless this does not affect the interests of the other Party;
- 4.3** Should seca be prevented from providing the service as a result of a court decision or due to an executable administrative decision, the Customer may terminate the Equipment Maintenance Contract with immediate effect. Should seca asserts that the economic conditions for the provision of services have changed significantly and have thus become unacceptable for seca, seca may terminate the present Equipment Maintenance Contract with effect at the end of a calendar year.
- 4.4** Unless otherwise stated in this equipment maintenance contract, seca's terms and conditions of sale, delivery and performance shall apply mutatis mutandis and shall supplement these, which in their current version shall form an integral part of this equipment maintenance contract. The currently valid conditions of sale, delivery and performance are available with the following Link: [http://www.seca.com/en\\_gb/gtc.html](http://www.seca.com/en_gb/gtc.html).