# **General Terms and Conditions**

# 10.11.2025



The wording used in the General Terms and Conditions is intended to be gender-neutral. Formulations in the masculine form inc Errors, mistakes and changes reserved.

### 1. Validity

1.1 These terms and conditions apply between UWITEC GmbH (hereinafter also referred to as "we" or "isu") and natural and legal persons (hereinafter referred to as "customer") for the legal transaction in question and, in relation to customers, also for all future transactions, even if no express reference is made to this in individual cases, in particular in the case of future supplementary or follow-up orders.

1.2 The version of our General Terms and Conditions current at the time of conclusion of the contract, available on our homepage (www.uwitec.at), applies to customers; these have also been sent to the customer.

1.3 We contract exclusively on the basis of our General Terms and

1.4 The customer's terms and conditions or amendments or additions to our General Terms and Conditions require our express written consent to be valid.

1.5 The customer's terms and conditions shall not be recognised even

if we do not expressly object to them after receiving them

# General Austrian law applies.

2.2 The UN Convention on Contracts for the International Sale of Goods is excluded.

Goods is excluded.

2.3 The place of performance is the registered office of the company (Weißensteinstraße 30/5310 Tiefgraben/Austria).

2.4 The place of jurisdiction for all disputes arising from the contractual relationship or future contracts between us and the customer is the court with local jurisdiction for our registered office (Regional Court of Wels / 4600 / AT). The place of jurisdiction for customers, provided they have their place of work in Austria, is the court in whose district they are located.

2.5 The customer must notify us immediately in writing of any changes

to their name, company, institution, etc., their address, their legal form or other relevant information.

### 3. Offers

3.1 Our offers are non-binding, free of charge and without guarantee

3.1 Our offers are valid for 21 days after the date of issue (on the offer). After that, the old offer will be renewed or replaced by a new offer.
3.3 Commitments, assurances and guarantees on our part or agreements deviating from these General Terms and Conditions in connection with the conclusion of the contract shall only become binding on customers upon our written confirmation.

3.4 The customer must inform us of any information about our products and services contained in catalogues, price lists, brochures, advertisements at trade fair stands, circulars, advertising mailings or other media (information material) that is not attributable to us, if the customer bases their decision to place an order on this information. In this case, we can comment on its accuracy. If the customer violates this obligation, such information shall be non-binding unless it has been expressly declared to be part of the contract – in writing in the case of business customers.

4.1 Prices quoted are generally not to be understood as flat rates. entitled to reasonable remuneration for services 4.2 We are entitled to reasonable remuneration for services requested by the customer that are not covered by the original order.
4.3 Prices are quoted exclusive of the applicable statutory value added tax and ex warehouse. Packaging, transport, loading and

shipping costs, as well as customs duties (export and import fees or

storage costs) and insurance shall be borne by the customer.

4.4 The customer shall arrange for the professional and environmentally friendly disposal of waste material. If we are specifically commissioned to do so, the customer shall pay us an additional fee for this service in the agreed amount or, in the absence of a fee agreement, a reasonable amount.

4.5 We are entitled to adjust the contractually agreed fees on our own initiative if changes of at least 10% occur with regard to (a) labour costs due to laws, regulations, collective agreements, works agreements or (b) other cost factors necessary for the provision of services, such as material costs due to recommendations by joint committees or changes in national or world market prices for raw materials, changes in relevant exchange rates, etc., have occurred since the conclusion of the contract. The adjustment shall be made to the extent that the actual production costs at the time of conclusion of the contract change compared to those at the time of actual performance, provided that we are not in default.

4.6 The remuneration for continuing obligations is agreed as valuesecured in accordance to the CPI 2015, resulting in an adjustment of the remuneration. The month in which the contract was concluded is taken as the starting point.

4.7 For consumers as customers, in the event of a change in costs, the remuneration shall be adjusted in accordance with point 4.5 and, in the case of continuing obligations, in accordance with point 4.6, only if negotiated in individual contracts and if the service is to be provided within two months of the conclusion of the contract.

5. Shipping
5.1 None of our offers include shipping costs.

 ${f 5.2}$  We generally deliver ex works and the customer must arrange for shipping themselves. This means that the order placed by the customer is simply packed by us and loaded onto the transport vehicle organised by the customer (either themselves or by a third party, e.g. a shipping company) using suitable lifting equipment (by hand, forklift, pallet truck, etc.).

5.3 If the customer wishes us to organise and handle the transport. 5.3 if the customer wisnes us to organise and nandle the transport, this will be charged separately and/or included in this offer, consisting of transport costs, possible additional costs for packaging (e.g. shipping containers), insurance costs, any export customs costs (only export fees – ex Austria), etc. and an expense surcharge – separately and/or in this offer (for larger deliveries, an exclusive offer will be

and/or in this order (for larger deliveries, an exclusive orier will be prepared for shipping only).

5.4 For all deliveries (whether organised by the customer or by us), the order is considered fulfilled at the moment when the goods are handed over as shipment goods to the responsible third party, e.g. shipping company (parcel service, freight forwarder, etc.) or directly to the customer (\*) signature on the delivery note of the shipping company employee, etc.).

 Default of acceptance
 1 If the customer is in default of acceptance of product shipments for more than 2 weeks (refusal to accept shipments of goods or delay in advance payments (customs import, customs warehouse costs, etc.) or otherwise), and if the customer has not remedied the

circumstances attributable to them that delay or prevent the performance of the service despite a reasonable grace period, we shall not be liable for returns or reshipment of the goods.

6.2 In the event of default of acceptance by the customer, we shall

also be entitled, if we insist on performance of the contract, to store the goods at our premises, for which we shall be entitled to a storage fee of €50.00/week.

6.3 This shall not affect our right to demand payment for services rendered and to withdraw from the contract after a reasonable grace

6.4 In the event of a justified withdrawal from the contract, we may demand lump-sum compensation amounting to 33% of the order value (plus VAT) from the business customer without providing evidence of the actual damage. The customer's obligation to pay compensation is independent of fault.

# 7. Provided goods

7.1 Equipment and other materials provided by the customer are not covered by the warranty.

7.2 The quality and operational readiness of items provided are the responsibility of the customer.

### 8. Payment

8.1 Upon acceptance of an offer (official order from the customer). the customer undertakes to pay the amount due in accordance with the terms of payment stated on the offer, order confirmation and

8.2 The respective payment terms are noted on the offer, order and invoice for the customer and are binding. These vary depending on the amount of the fee and the status of the customer – e.g. new customer – advance payment, general services and orders over a value of €7,000 - 50% upon placing the order and 50% upon completion.

8.3 The entitlement to a cash discount deduction requires a note in the payment terms on the offer, order and invoice to the customer.

8.4 Payment allocations made by the customer on transfer slips are

8.5 In the event of late payment, we are entitled to charge default interest at a rate of 9.2% above the applicable base rate in accordance with \$ 456 UGB (Austrian Commercial Code).

8.6 In addition, the following reminder fees will be charged for the increased administrative costs:

•	Invoice amount up to	€1.000,-	<b>→</b> € 75,-
2n	d reminder		
•	Invoice amount over	€ 10.000,-	<b>→ € 400,-</b>
•	Invoice amount up to	€ 10.000,-	→ € 250,-
•	Invoice amount up to	€ 1.000,-	→ € 50,-

€ 10.000,- Invoice amount up to →£375 · €10.000,-→ € 600.-Invoice amount over

8.7 We reserve the right to claim further damages caused by default, but only if this is negotiated individually with the customer

8.8 If the customer defaults on payment under other contractual relationships with us, we shall be entitled to suspend the fulfilment of our obligations under this contract until the customer has fulfilled their obligations.

8.9 We shall then also be entitled to demand payment of all claims for services already rendered in the course of the ongoing business relationship with the customer. This shall only apply to customers if a navment is at least six weeks overdue and we have unsuccessfully reminded the customer of this consequence, setting a grace period of at least two weeks.

8.10 The customer shall only be entitled to offset claims insofar as

counterclaims have been established by a court of law or recognised

Consumers as customers are also entitled to a right of set-off if counterclaims are legally related to the customer's payment obligation, as well as in the event of our company's insolvency.

8.11 If the payment deadline is exceeded, any remuneration granted (discounts, reductions, etc.) shall lapse and be added to the invoice.

9. Customer's obligation to cooperate
9.1 Our obligation to perform our services shall commence at the earliest as soon as the customer has fulfilled all structural, financial, technical and legal requirements for performance as specified in the contract or in the information provided to the customer prior to conclusion of the contract, or which the customer should have been aware of based on relevant specialist knowledge or experience.

9.2 If the customer fails to comply with this obligation to cooperate, our performance shall not be deemed defective, exclusively with regard to the performance that is not fully provided as a result of incorrect customer information.

9.3 The customer shall obtain the necessary approvals from third parties as well as notifications and approvals from authorities at their own expense. We shall point this out when concluding the contract, unless the customer has waived this or the customer should have been aware of this due to their training or experience.

9.4 The customer is responsible for ensuring that the necessary structural, technical and legal requirements for the service or the object of purchase are met, as described in the contract or in the information provided to the customer prior to the conclusion of the contract, or as the customer should have known based on relevant specialist knowledge or experience.

9.5 The customer shall provide us with rooms or cordoned-off areas

for the storage of tools and materials free of charge for the duration of the performance of services

9.6 Order-related details of the necessary information can be uested from us.

9.7 The customer is not entitled to assign claims and rights arising from the contractual relationship without our written consent

## 10. Performance

10.1 We are only obliged to take into account subsequent change and extension requests from the customer if they are necessary technical reasons in order to achieve the purpose of the contract.

10.2 Minor changes to our performance that are reasonable and objectively justified shall be deemed to have been approved in advance

10.3 If. for whatever reason, the order is changed or supplemented after it has been placed, the delivery/performance period shall be extended by a reasonable period of time

10.4 lf, after conclusion of the contract, the customer requests performance within a shorter period of time, this shall constitute a contract amendment. This may necessitate overtime and/or incur additional costs due to the acceleration of material procurement, and the remuneration shall increase appropriately in proportion to the additional expenditure required.

10.5 Partial deliveries and services that are justified on objective grounds (e.g. finished parts of an order, progress of performance, etc.) re permissible and may be invoiced separately.

### 11. Performance deadlines and dates

11.1 Deadlines and dates shall be postponed in the event of force majeure, strikes, unforeseeable delays on the part of our suppliers for which we are not responsible, or other comparable events beyond our control, for the duration of the event in question. This shall not affect the customer's right to withdraw from the contract in the event of delays that make it unreasonable to be bound by the contract.

11.2 We shall only be obliged to take into account subsequent requests for changes and extensions by the customer if they are necessary for technical reasons in order to achieve the purpose of the

11.3 If the start of performance or the performance itself is delayed or interrupted due to circumstances attributable to the customer, in particular due to a breach of the obligations to cooperate set out in these General Terms and Conditions, the performance deadlines shall be extended accordingly and the agreed completion dates shall be postponed accordingly.

postponed accommings.

11.4 We shall be entitled to charge up to 10% of the invoice amount for each month of delay in performance for the necessary storage of materials, equipment and the like at our premises, whereby the customer's obligation to pay and its obligation to accept delivery shall remain unaffected.

11.5 In the event of a delay in the fulfilment of the contract by us, the customer shall be entitled to withdraw from the contract after setting a reasonable grace period. The grace period must be set in writing (by business customers by registered letter) with a simultaneous threat of

11.6 In the event of cancellation of a product order, the customer undertakes to report this in accordance with the deadlines listed here. These refer to the value of the order:

€ 1.000,-

 $\begin{array}{lll} \textbf{11.7} & \text{Invoice amount up to} & \textbf{£ 1.000,} & \text{at least 7 days,} \\ \textbf{11.8} & \text{Invoice amount from} & \textbf{£ 1.000,} & \text{to £ 5.000,} & \text{at least 14 days,} \\ \textbf{11.9} & \text{Invoice amount from} & \textbf{£ 5.000,} & \text{to £ 25.000,} & \text{at least 21 days,} \\ \textbf{11.10} & \text{Invoice amount from} & \textbf{£ 25.000,} & \text{to £ 200.000,} & \text{at least 30 days} \\ \end{array}$ 

before the specified collection date (order ready for collection from 11.11 in the event of cancellation of a service, the customer

undertakes to give notice at least 21 days before the delivery or service

11.12 If the customer fails to comply with the above deadlines for notification of cancellation, whether for a product order or a service order, we reserve the right to charge the customer 1/3 (33%) of the total amount payable for the order.

## 12. Notes on restrictions to the scope of services

12.1 During assembly, repair work and services, damage to existing inventory may occur as a result of unrecognisable circumstances or material defects. We are only responsible for such damage if we have caused it through negligence.

12.2 In the case of anodised and coated materials, as well as PVC

pipes, differences in colour shades and transparency cannot be ruled

12.3 The durability of protective coatings such as galvanising, paintwork, etc. is approximately 1–3 operating cycles, without guarantee.

### 13. Temporary repairs

13.1 Temporary repairs carried out by the customer will only have a very limited durability appropriate to the circumstances. We must be informed of this by the customer in advance.

13.2 In the event of makeshift repairs, the customer must immediately arrange for professional repairs to be carried out by us or specialist service providers.

14.1 Section 7b of the KSCHG applies to the transfer of risk when goods are sent to the consumer.

14.2 The risk is transferred to the customer as soon as we have the purchased item, material or work ready for collection at the factory or warehouse, deliver it ourselves or hand it over to a carrier.

14.3 The customer shall insure themselves against this risk accordingly. We undertake to take out transport insurance at the customer's expense. The customer approves any standard mode of shipment (land, air and sea transport).

### 15. Retention of title

15.1 The goods delivered, assembled or otherwise handed over by us remain our property until full payment has been made

15.2 If the customer defaults on payment, we shall be entitled, after setting a reasonable grace period, to demand the return of the goods subject to retention of title.

15.3 The customer must notify us immediately before the opening of bankruptcy proceedings against their assets or the seizure of our goods subject to retention of title.

15.4 The customer expressly agrees that we may enter the location of the goods subject to retention of title in order to assert our retention of

15.5 The customer shall bear any costs that are necessary and reasonable for the appropriate legal pursuit of our claims.

15.6 The assertion of the retention of title shall only constitute a withdrawal from the contract if this is expressly declared.

# 16. Third-party property rights

16.1 If the customer provides intellectual creations or documents and third-party property rights are asserted with regard to such creations, we shall be entitled to suspend production of the delivery item at the customer's risk until the third-party rights have been clarified and to claim reimbursement of the necessary and appropriate costs incurred by us, unless the invalidity of the claims is obvious

16.2 The customer shall indemnify and hold us ha

16.3 For delivery items which we manufacture according to custome documents (design specifications, drawings, models or other



specifications, etc.), the customer shall be solely responsible for ensuring that the manufacture of these delivery items does not infringe the property rights of third parties.

16.4 If the property rights of third parties are nevertheless asserted,

we shall be entitled to suspend the manufacture of the delivery items at the risk of the customer until the rights of third parties have been clarified, unless the invalidity of the claims is obvious.

16.5 We may also claim reimbursement from the customer for any necessary and useful costs incurred by us.

17. Our intellectual property
17.1 Plans, sketches, cost estimates, videos, photos, concepts, ideas (etc.) and other documents that have been created and/or documented by us as media (digital and analogue), that have been provided by us or that have been created through our contribution, remain our intellectual property.

17.2 The use of such documents outside of their intended purpose, in particular their disclosure, reproduction, publication and provision, including copying even in part, requires our express written consent.

17.3 The customer further undertakes to maintain confidentiality towards third parties with regard to knowledge gained from the business relationship.

### 18. Warranty

**18.1** The provisions on statutory warranty apply. The warranty period for our products is 2 years from delivery to the customer.

18.2 The guarantee period for all products is 1 year from the transfer

of ownership from us to the customer.

18.3 Exceptions to this are custom-made products, prototypes or services. These shall be charged either before or after the test phase of a custom-made product and shall be listed independently of the General Terms and Conditions in a specification sheet or contract drawn up in cooperation between us and the customer.

**18.4** Unless otherwise agreed (e.g. formal acceptance), the date of delivery is the date of completion, at the latest when the customer has taken possession of the service or has refused to accept it without

18.5 If a joint handover is planned and the customer fails to attend on the handover date notified to them, the handover shall be deemed to

have taken place on that date.

18.6 The rectification of a defect claimed by the customer does not constitute an acknowledgement of this defect claimed by the

18.7 The customer shall grant us at least two attempts to remedy the

18.8 If the customer's claims of defects are unjustified, the custome shall be obliged to reimburse us for any expenses incurred in

determining that there are no defects or in rectifying the defect.

18.9 The customer must always prove that the defect already existed at the time of handover.

18.10 In order to remedy defects, the customer must make the system or equipment accessible to us without undue delay (physically by delivery to us, or by means of photos, videos, etc.) and give us the opportunity to inspect it ourselves or have it inspected by experts appointed by us.

18.11 Defects in the delivery item which the customer has discovered or should have discovered during the ordinary course of business after delivery must be reported to us in writing immediately, at the latest 14 days after delivery. Hidden defects must also be reported within this

reasonable period of time after discovery.

18.12 Any use or processing of the defective item of performance which threatens further damage or makes it difficult or impossible to determine the cause must be discontinued by the customer mmediately, unless this is unreasonable

18.13 If a defect is not reported in good time, the goods shall be ned to have been approved.

18.14 If the customer's claims of defects are unjustified, they shall be obliged to reimburse us for any expenses incurred in determining that the goods are free of defects or in rectifying the defects.

18.15 Any use or processing of the defective delivery item which threatens further damage or makes it difficult or impossible to determine the cause must be stopped immediately by the customer, unless this is unreasonable.

18.16 If the items of performance are manufactured on the basis of information, drawings, plans, models or other specifications provided by the customer, we shall only guarantee that they are executed in

accordance with the terms and conditions.

18.17 The fact that the work is not fully suitable for the agreed use does not constitute a defect if this is based exclusively on actual circumstances that deviate from the information available to us at the time of performance because the customer has not fulfilled their obligations to cooperate.

18.18 For special productions (prototypes, pilot projects, etc.) based on customer requirements, a specification sheet and a contract for services must be drawn up. Both must be signed by both parties at the end of the evaluation of the framework conditions and key data of the product and before the start of production.

18.19 Defective deliveries or prototypes thereof must be returned to us by the customer, provided this is economically reasonable.

18.20 The customer shall bear the full cost of returning the defective

18.21 The customer is obliged to enable us to immediately identify the

18.22 The warranty shall be excluded if the customer's technical equipment, such as supply lines, cabling, etc., is not in technically perfect and operational condition or is not compatible with the delivered items, insofar as this circumstance is the cause of the

# 19. Liability

19.1 We shall only be liable for financial losses due to a breach of contractual or pre-contractual obligations, in particular due to npossibility, delay, etc., in cases of intent or gross negligence

19.2 Claims for damages by customers must be asserted in court within two years, otherwise they shall lapse.

19.3 The exclusion of liability also includes claims against our

employees, representatives and vicarious agents for damage they cause to the customer without reference to a contract on their part

19.4 We are not liable for damage caused by improper handling or storage, overuse, failure to follow the documentation supplied in the form of operating and assembly instructions, incorrect operation, assembly, commissioning, maintenance or servicing by the customer or third parties not authorised by us, or natural wear and tear, provided that this event was the cause of the damage. Likewise, liability is excluded for failure to carry out necessary maintenance, unless we nave contractually assumed the obligation to perform maintenance

19.5 Our liability is also excluded for any changes made by the customer themselves or by third parties to the design, safety devices.

etc. of our delivered products without our written consent.

19.6 If and to the extent that the customer can claim insurance benefits for damage for which we are liable through their own damage insurance or damage insurance taken out in their favour (e.g. liability insurance, comprehensive insurance, transport insurance, fire insurance, business interruption insurance and others), the custome undertakes to claim the insurance benefits and our liability shall be limited to the disadvantages incurred by the customer as a result of

claiming this insurance (e.g. higher insurance premiums). 19.7 Those product characteristics are owed which, with regard to the approval regulations, operating instructions and other productrelated instructions and information (in particular also inspection and maintenance) from us, third-party manufacturers or importers, can be expected by the customer, taking into account their knowledge and experience. As a reseller, the customer must take out adequate insurance for product liability claims and indemnify and hold us harmless with regard to recourse claims.

19.8 Should individual parts of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining parts.

19.9 We and the business customer hereby undertake to jointly agree on a replacement provision that comes as close as possible to economic result of the invalid provision, based on the principle of fair

### 20. Complaints

20.1 Product-specific damage and/or incorrect deliveries or incomplete deliveries must be reported to us by the customer immediately – reporting period within 14 days (from delivery). Product-specific damage refers to excessive wear and tear, material breakage, material defects, etc.

20.2 Operation-specific damage must also be reported to us by the 20.2 operation-specific darlage into a lab or eleptred to as by the customer immediately – within 14 days. Operation-specific damage refers to damage caused by incorrect operation or handling of the products by operating personnel.

20.3 After receiving the damage report, we will evaluate the damage in cooperation with the customer and decide whether a product or operating error led to the damage. We are liable for product faults, while the customer is liable for operating faults (see product documentation: operating instructions under "Intended use", "Operator's obligations", "Staff obligations" and "Staff qualifications").

dealing between the contracting parties.

21. Service – Responsibility & Safety
21.1 The decision-making authority for all operational and safetyrelated matters concerning the performance of a service/project always lies with us or our personnel.

21.2 We instruct the customer and the personnel directly provided by

them in the relevant safety regulations. The customer is responsible for the safety training of other third parties (in particular visitors and project partners).

21.3 All persons present at the site/location where the service is performed (in particular auxiliary staff provided by the customer, scientific or non-scientific guests, subcontractors, press, media, etc.) must always follow the instructions of our personnel.

21.4 We and our personnel are entitled to temporarily suspend or discontinue work - in particular sampling at water - at our discretion if there are safety concerns, acute hazards (e.g. severe weather, storms, strong gusts of wind, high waves) or if official actions or orders require this. In such cases, operations/work and implementation may be stopped until further notice.

21.5 Project-specific decisions (e.g. sampling location at the water's edge, drilling depth, break-off depth, additional parallel drilling) are made by the customer; these shall only apply insofar as they are compatible with the above safety and operational decisions (taking into account points 21.1/21.2/21.3/21.4 and points 21.8/21.9) made

# 21.6 Service - Result

21.7 We reserve the right not to guarantee the results of project/service requested by the customer in the form of desired/requested samples – e.g. sediment core length, thickness and depth of sediment samples.

21.8 The depth from which sediment is taken and how many samples (e.g. sediment cores) are taken always depends on the body of water to be sampled (sediment composition, local conditions, location, weather, force majeure (e.g. war, etc.), infrastructure, public authorities, and much more).

21.9 In turn, we undertake and assure that we will carry out and

complete the requirements, information and wishes of the project/service negotiated with the customer and communicated in advance with the utmost endeavour to achieve a positive result, with care, safety and accuracy.

# 21.10 Service – invoicing – actual expenditure

21.11 At the end of a project/service, when the consumables and/or our loan items are returned to us by the customer, the customer will only be charged for the actual costs incurred (e.g. PVC pipes and possible damage to loan items or their loss – e.g. equipment falls into the water and sinks).

21.12 This refers to the actual work performed by our staff and the actual cost of materials (e.g. PVC pipes, etc.), as well as repair services or replacement procurement/manufacturing in the event of possible damage, wear and tear or loss (e.g. equipment falling into water and sinking) of loaned items.

21.13 To this end, the time and material costs, possible damage and possible losses are recorded by the customer and our staff during the project/service.

21.14 Furthermore, our loan items are inspected and checked upon their return to our factory, communicated to the customer and, on this basis, an invoice is issued to the customer for the repair of any damage or the replacement/manufacture of lost or damaged loan items.

21.15 Service – working hours and overtime

21.16 Our staff work ~7.7 hours per day (7h 42min).

21.17 Work generally begins at 7:00 a.m. and must be adhered to, but under certain circumstances, different working hours may be agreed with the customer (in writing during service negotiations).

21.18 There are 3 break times: a 15-minute break in the morning, a 30-minute break at lunchtime (around 12:00, lunch break) and a 15minute break in the afternoon (this adds up to 1 hour, which is not counted as part of the working day).

21.19 As a rule, our staff do not work overtime, which means that a working day ends after  $\sim$ 7.7 hours, excluding break times. If the customer requests overtime, this may not exceed  $\sim$ 4.3 hours per day, as a maximum daily workload of 12 hours may not be exceeded under

any circumstances. Overtime must be charged at 50% above the standard hourly rate (this must be clarified in writing during negotiations for the service).

21.20 Any overtime must also be recorded and documented daily by the customer and our staff so that an invoice can be issued to the customer on this basis after completion of the project/service.

21.21 On Saturdays, Sundays and public holidays, we must charge a surcharge of 50% more.

### 21.22 Completion of service

21.23 A service or project is completed when the goal desired by the customer has been achieved, the time offered by our staff has been used up, or the desired core depth (due to sediment composition, conditions, location, weather, etc. (see points 22.1/22.2/22.3 under

### 22. Loans - Responsibility

22.1 The customer undertakes to handle and use the loaned item(s) provided by us in an appropriate, correct, careful and prudent manner (in accordance with the product documentation – operating and assembly instructions) or in accordance with the training provided by

22.2 If the customer has no experience with the function and/or handling or assembly etc. of the loaned item(s), they are obliged to inform us of this in advance or to clarify this and to complete training

### 22.3 Loans - loss of parts

22.4 In the event of loss of loaned products, we will charge the customer three quarters (75%) of the current list price of the product, item or assembly (etc.). This will be inspected, checked, evaluated and dealt with after the loan item has been returned (to our premises/workshop). (see points 22.5/22.6/22.7/22. under 22.4 Services - Invoicing - Actual expenditure)

22.5 Loans – repair of parts
22.6 If loaned items, products or parts require maintenance or repair, we reserve the right to charge the customer for the material and personnel costs (time spent) involved in the repair. This will be inspected, checked, evaluated and processed after return.

By placing an order or commissioning work - in writing or verbally with **UWITEC GmbH**, you accept the above terms and conditions thick come into effect when the order is placed.