

# Maintenance contract

between

**(hereinafter referred to as CUSTOMER)**

and

**KERN Microtechnology GmbH**

Olympiastraße 2

82438 Eschenlohe

**(hereinafter referred to as KERN)**

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**Subject of maintenance:**

**Machine            Type:            Number:**

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## 1. Maintenance interval

The maintenance takes place once a year at a time agreed between CUSTOMER and KERN. KERN undertakes to inform the CUSTOMER about the upcoming maintenance at least 3 months before the agreed date.

## 2. Scope of maintenance

KERN takes care of the maintenance on the above mentioned machines. The scope of maintenance is specified in the individual maintenance offer, which is attached to this contract as **attachment 1**.

Maintenance is carried out by a qualified KERN specialist on site at the CUSTOMER. The spare parts required for maintenance will be sent to the CUSTOMER in time by KERN or brought by the KERN technician.

KERN warrants that the maintenance services will be carried out in accordance with the current state of law, science and technology, with the utmost care and in accordance with the law.

Smaller repairs exceeding the agreed scope of maintenance can be carried out during maintenance and after agreement between the CUSTOMER and KERN. The costs incurred for working time and material will be invoiced to the CUSTOMER at cost. Here, the regular prices of KERN apply.

## 3. Requirements

The machine to be serviced must be taken out of production by the CUSTOMER before commencement of work and must be cleaned and functional. As part of the preparation for maintenance, all faults and abnormalities on the machine should be reported by the CUSTOMER to KERN.

It is recommended that a CUSTOMER's machine operator and / or service technician be on-site during maintenance, as instructions can be given for operating, improving, servicing and repairing the machine.



#### 4. Disclaimer

This service agreement does not release the CUSTOMER from the service work required by the machine's operating instructions, nor from expert care and attention, nor from the proper operation and handling of the machine.

#### 5. Running time

The contract period agreed between CUSTOMER and KERN is 3 years. During this period, 1 maintenance takes place annually. The contract is automatically renewed for a further 12 months, unless the CUSTOMER or KERN terminates the contract in writing 30 days prior to expiry. The beginning of the contract is 01.01.2019. The right of both parties to extraordinary termination of the contract for good cause remains unaffected.

#### 6. Costs

The customer receives offers for the annual maintenance agreed on this machine on his machine (see attachment 1). On the basis of these offers the maintenance is carried out. The subsequent billing is based on the actual effort and need for working time, material, travel time, travel, accommodation, expenses, preparation, shipping and customs costs. All payments by the CUSTOMER shall be payable within 7 days of receipt of a proper invoice in accordance with the principles of § 14 UStG.