

General Terms and Conditions for GLOBOS Service

§1 General

1. General Terms and Conditions of Service of GLOBOS Logistik- und Informationssysteme GmbH (hereinafter referred to as GLOBOS) apply exclusively to organisations/companies (as defined in §24 German Law on General Standard Terms and Conditions) and merchants (as defined in §51 et seq. German Commercial Code) (hereinafter referred to as CUSTOMER).
2. General terms and conditions of GLOBOS Logistik- und Informationssysteme GmbH shall remain unaffected and shall continue to apply to the full extent.
3. Any deviating terms and conditions of the customer as well as terms and conditions deviating from statutory provisions that are not explicitly accepted by GLOBOS shall not be mandatory, even if GLOBOS does not explicitly object to them.

§2 Provision of Services

1. GLOBOS performs service features for the devices specified in the annex within the scope of this service agreement (also called GLOBOServ). Exceptions are noted in the annex.
2. To enable GLOBOS staff members to restore operating condition, the customer shall ensure free access to the devices.

§3 Business Hours

1. GLOBOS business hours are: Monday to Thursday from 8:00 am to 5:00 pm and Friday from 8:00 am to 3:00 pm.
2. Technical faults can be reported by telephone +49 51176920-110 during regular business hours, via fax +49 511 6920-111 or on the internet at our website www.globos.de or via e-mail to service@globos.de.

§4 On-Site Service

1. The services included in the agreement shall be performed by GLOBOS at the location of the device within the above-mentioned business hours. In case that the services cannot be performed onsite, GLOBOS may perform them at its in-house electronics workshop. In that case, GLOBOS shall bear the risk of transport and transport costs.
2. Relocations must be made known to GLOBOS in writing immediately and may lead to a change of price or an extraordinary termination of the agreement by GLOBOS. This shall not affect the customer's right of termination.

§5 Bring-In Service

The customer is responsible for the delivery of the not working devices to GLOBOS. The customer shall bear the risk of transport and transport costs. GLOBOS shall pay for the return shipment.

§6 Collection Service

1. Collection of the devices is carried out by GLOBOS free of charge at the stipulated place/places of performance upon specified service intervals, maximum once a week.
2. If the services agreed upon can be performed onsite, GLOBOS may carry out the work at its own discretion.
3. GLOBOS shall bear the costs of return shipment.

§7 Response Time

1. GLOBOS assures fastest possible repair time from receipt of the fault report until restoration of operating condition. The guaranteed response time refers to the above-mentioned business hours on the condition that the fault report reaches GLOBOS by 12:00 noon.
2. Within the maximum repair time, response time ends with the arrival of a technician at the customer's premises to provide on-site service or with the start of repairs at our in-house workshop.

§8 Processing Time

1. Restoration of operating condition shall occur within the processing time agreed on (in working days). Calculation is based on the time between receipt of the device at GLOBOS and handing it over to shipping. The shipping time is not included in the calculation.
2. If the device arrives after 12:00 noon, start of the processing time shall be assigned to the subsequent day. The "time of delivery" as stated to the customer by the parcel service is not considered as the time of receipt.

§9 Preventive Maintenance

1. If preventive maintenance is stipulated, all units listed in the annex shall be inspected and technically relevant parts be cleaned in accordance to the specified service interval.
2. After consultation with the customer, defective or visibly worn out parts will be replaced, if applicable, at the expense of the customer.
3. The type of inspection is dependent on the device and will be carried out by a technician according to requirements with the objective of minimizing downtimes and detecting failure risks in a timely manner.

§10 Spare Parts/Wearing Parts

1. Provided it is agreed upon, GLOBOS bears the costs of required spare or wear parts for the devices listed in the annex.
2. The following components are considered to be spare parts:
Printers: all components that are not wear parts and/or mounting parts;
Handhelds: all components, except accessories (batteries, styluses, straps, cords, lanyards, protective cases, pouches, protective films, cables, power supply units, memory cards) and/or mounting parts.
3. The following components are considered wearing parts:
Dot-Matrix Printers: print head, tractors and drives, ribbon guides and ribbon holders, platen rollers;
Label Printers: print head/pressure bar, platen rollers, knife (cutter);
Line Printers: hammering bench;
Laser Printers: maintenance kit (drum and developer unit/fuser unit/paper feed), process unit.

§11 Working Hours/Travel Expenses

1. If agreed, expenses incurring for journey and working hours for the purpose of restoring the operational readiness of the devices listed in the annex are borne by GLOBOS.
2. In case that cost coverage for working hours and/or travel expenses has not been agreed upon, the expenses shall be calculated according to the service price list valid on the respective date.

§12 Payment

Service charges are billed in advance and payable within 10 days strictly net.

§13 Minimum period of maintenance

1. This agreement shall be automatically extended by one year, if not terminated three months prior to the expiration of the minimum period by either party.
2. In case of a total loss, both parties have the right to extraordinarily terminate the agreement for the device in question. For the recognition of a total loss, either an assessment by one of our GLOBOS experts or clear proof of the damage by the customer is required.

§14 Changes in Prices

An amendment of prices shall be made known to the customer not later than one month before the start of the next payment interval. For the appliances concerned, the customer is entitled to the right of extraordinary termination within 2 weeks.

§15 Total Loss

1. Within the scope of this agreement, GLOBOS shall accept the costs for the restoration of the devices specified in the annex up to a maximum of 75 % of the present value. The present value is based on the purchasing price less 2 % per month. If this value is exceeded, it is considered a total loss.
2. If a technically faultless restoration of the device cannot be assured due to the number of deficiencies or unavailability of spare parts, it is considered a technical total loss.
3. The value of a replacement is determined by either a technically comparable device or the cost of repair. GLOBOS reserves the right to decide on the manner of restoration.

§16 Exclusion

Damages, which evidently result from improper use of the device, for example deliberate destruction of the device or device parts, inappropriately carried out repairs by the customer or third parties, the use of improper consumables, such as labels or paper, as well as the use, storage and cleaning of the device under unsuitable environmental conditions, are excluded from this agreement.

Also excluded from the service agreement are:

1. Modifications to the devices requested by the customer and removal of the devices to other locations
2. Change or setup of the configuration even though the device is not defective
3. Minor flaws, mere optical impairments or small defects which do not affect the functioning of the device
4. Physical damage caused by unintentional use of undue force

§17 Liability

1. GLOBOS also resumes liability for damages caused by slight negligence in connection with repairs or preventive maintenance of devices, if the negligence constitutes a breach of contractual duties, which are of particular importance for achieving the purpose of the contract.
2. However, GLOBOS can only be held liable for foreseeable-occurring damage typically associated with maintenance work.

§18 Warranty

1. GLOBOS shall warrant for the contractual execution of the services to be performed in accordance with legal provisions.
2. Complaints in connection with repairs or preventive maintenances are to be reported to the GLOBOS Technical Department immediately, but not later than 5 working days after the performed services (hotline: 0511/76920-110 or via email to services@globos.de).

§19 General

1. This agreement shall be subject exclusively to German law. The jurisdiction for disputes arising from this agreement shall be the competent court of Hannover exclusively. Amendments or additions to the agreement shall be valid only if set out in writing and signed by authorized representatives of both parties. This shall also apply to the amendment of this written form requirement.
2. Should particular regulations of this agreement be invalid or should there be gaps, the validity of the remaining regulations shall not be affected. The invalid regulation shall be deemed as replaced by such regulation which corresponds to the economic intention and purpose of the invalid regulation. In case of gaps, such regulations shall be deemed agreed upon, which corresponds to that which would have reasonably been agreed upon in accordance with the intention and purpose of this agreement, had the parties considered the matter from the outset.
3. This agreement shall pass on to the universal legal successors of the contracting parties. The transfer of rights to a singular legal successor requires the written consent of the respective other party.