

# KOENIG & BAUER

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## General Service Conditions

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**The following conditions apply for services regarding the assembly, putting into operation, training and any other assistance or service rendered by personnel of Koenig & Bauer Banknote Solutions and its manufacturers on the purchaser's premises unless otherwise mentioned in quotations and contracts.**

### **A. Validity**

Quotations are valid 3 (three) months from the date of issue. After this period, the rates and other conditions may be modified subject to the conditions prevailing at the time the work is carried out.

### **B. Fixed charges for services**

All services contracted to Koenig & Bauer Banknote Solutions, included whether in Sales or Service contracts, are understood to be based on fixed amounts. Any additional work at the purchaser's request or work extended for reasons beyond the control of Koenig & Bauer Banknote Solutions, will be charged according to the terms laid out in the present General Service Conditions.

For short interventions costs will be invoiced based on half day (i.e. 4 hours) fixed rates.

### **C. Working hours**

The standard period of work for all technicians delegated by Koenig & Bauer Banknote Solutions is 40 (forty) hours per week, being 8 (eight) hours per day for 5 (five) days (Monday-Friday, or equivalent). The purchaser will permit work-breaks in accordance with the normal procedure in the country where the work is performed.

In case of extended work, Koenig & Bauer Banknote Solutions' employees can work a maximum of:

- 10 hours per week day (or equivalent),
- 8 hours on Saturdays (or equivalent),
- 8 hours on Sundays (or equivalent).

This extended work will be subject to overtime according to Koenig & Bauer Banknote Solutions' rates.

### **D. Daily rates**

The daily rates are shown in our quotations or contracts. These rates also apply during local public holidays that occur on any weekday on which the technicians are unable to work when they would normally do so.

### **E. Overtime**

In case of overtime special daily rates will apply and shown in Koenig & Bauer Banknote Solutions' quotations.

### **F. Service taxes**

Local services taxes – if applicable – are not included in the daily rates.

The local service taxes shall be paid by the purchaser or invoiced separately.

In case of local service taxes, they will apply on the labour costs only.

### **G. Daily allowance**

A daily allowance is applied in the assembly costs for working and travelling days, weekends and public holidays.

### **H. Accommodation costs**

Accommodation costs are applied in the assembly costs, according to the agreement between the purchaser and Koenig & Bauer Banknote Solutions. The quotation mentions whether the accommodation costs apply or not.

### **I. Invoicing and payment**

The service charges shown in quotations are fixed. The purchaser will be invoiced according to the agreed fixed amount after completion of the work. Should the assembly be a lengthy one, intermediate invoices may be issued. These costs are fully refundable to Koenig & Bauer Banknote Solutions and no deductions can be made for local taxes, etc. which are the sole responsibility of the purchaser. Unless otherwise agreed between the parties or mentioned in the quotation, payment is due 30 (thirty) days after the date of the invoice.

In case the purchaser requires an itemised invoice, Koenig & Bauer Banknote Solutions reserves the right to charge an extra administrative fee of € 800.- per invoice processing day for the invoicing work.

Koenig & Bauer Banknote Solutions shall be entitled to invoice Services (in particular assembly, commissioning and training) regardless of whether an Acceptance certificate has been signed or not.

Payment of the service costs shall neither be linked to the payment conditions of the delivered goods, nor to the acceptance conditions. Payments shall always be made from an account where the purchaser is the account holder.

### **J. Waiting time**

The purchaser should ensure that the site has been prepared for assembly according to the re-recommendations received from Koenig & Bauer Banknote Solutions.

Any waiting time during which the technicians are unable to work for reasons beyond their control will be invoiced

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to the purchaser at the normal daily rates.

If the waiting time is solely attributable to Koenig & Bauer Banknote Solutions or their suppliers (outside force majeure causes), any such hours will not be invoiced.

### **K. Travelling time**

A Standard fee will be charged per travel day, based on half days (4 hours). If travel takes place on Sundays or public holidays, the respective premium rate is applicable.

The technicians should indicate on their work sheets the time of their departure and of their arrival at destination. The itinerary for their return journey home should be approved by the purchaser.

### **L. Worksheets**

The technicians delegated by Koenig & Bauer Banknote Solutions will submit to the purchaser, on a weekly basis for approval, their worksheets on which are shown the number of travelling and working days.

These worksheets record the number of working days of Koenig & Bauer Banknote Solutions' specialists.

### **M. Travelling expenses**

Koenig & Bauer Banknote Solutions will calculate the specialists travel costs on the basis of internal travel regulation.

### **N. Local travel**

If public transport is available between the hotel and the place of work, and the journey does not exceed 45 (forty-five) minutes, the costs will be at the technicians' expense.

Should no public transport be available or should it not ensure the personal security of Koenig & Bauer Banknote Solutions' technicians, the purchaser will organise a suitable means of transport. Transport should also be provided for journeys exceeding 45 (forty-five) minutes. The period in excess of 45 (forty-five) minutes is considered as working time.

The purchaser will make similar arrangements for travelling outside working hours.

### **O. Miscellaneous expenses**

Various expenses such as those for visas, medical certificates, vaccinations, as well as taxis, excess luggage, telephone calls for professional reasons, laundry, freight charges for assembly tools, etc. are included in the fixed service costs.

### **P. Family trips**

After an uninterrupted intervention period of 2 (two) months, the technicians are entitled to a family trip. The cost of the travel and travelling time is borne by the purchaser.

Alternatively, the technicians' wives can visit them at the place of intervention on the same conditions. The date of trips home will be coordinated between the purchaser and the assembly personnel. Whatever the duration of the intervention may be, the personnel is entitled to return home for the Christmas and New Year holidays. These costs are to be borne by the purchaser.

### **Q. Assistance**

The purchaser undertakes to place free of charge at the disposal of the Koenig & Bauer Banknote Solutions' technicians, the auxiliary workforce necessary for the intervention so the work can be carried out as efficiently as possible.

The purchaser shall arrange a telephone line for modem or VPN connection on the assembly site useful for machine software intervention.

The purchaser is also responsible for placing at the disposal of the technicians all the facilities, including any tools supplied with the machine (if applicable), raw materials and tackle, etc. to enable the assembly work to be carried out rapidly.

In some cases Koenig & Bauer Banknote Solutions supply special assembly tools and devices to the purchaser on a temporary basis to facilitate assembly. After termination of the work, the purchaser shall return any such tools to the address indicated by Koenig & Bauer Banknote Solutions. In the event that the purchaser does not return the tools within 30 (thirty) days of the completion of the work, Koenig & Bauer Banknote Solutions reserves the right to invoice the tools to the purchaser at their actual value.

The purchaser shall provide safe and healthy conditions at the intervention premises including European-standard sanitary facilities.

The purchaser shall provide translators, if necessary.

### **R. Insurance**

The technicians are covered against sickness and accidents. However, the purchaser is requested to assist the technicians with hospital care or repatriation, if necessary, should they become ill or be injured in an accident.

### **S. Bearing of risk**

The purchaser shall, at his own expense, take out a full risk insurance policy covering any loss of or damage to the equipment and goods for the entire duration of the assembly.

### **T. Liability limit**

The liability of Koenig & Bauer Banknote Solutions arising from the services provided hereunder shall be limited to damages caused by wilful misconduct or gross negligence of Koenig & Bauer Banknote Solutions' personnel and/or its subcontractors and shall not exceed the cost of a re-intervention or of repairing any defects of the damaged goods or the purchase price thereof, whichever is lower.

In no event, shall Koenig & Bauer Banknote Solutions be liable for indirect, incidental, special or consequential damages including but not limited to, the loss of profit or goodwill.

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**U. Service cancellation liability**

Cancellation of a planned intervention for reasons not attributable to Koenig & Bauer Banknote Solutions, must be made at least 10 working days before the first day of intervention at the purchaser site. Otherwise, Koenig & Bauer Banknote Solutions reserves the right to charge up to 10% of the total service amount.

**V. Compliance**

The purchaser undertakes to respect all applicable anti-corruption and antitrust legislation. The validity and effectiveness of any offer/quotation shall be subject to the entire satisfaction of Koenig & Bauer Banknote Solutions' due diligence procedures and all applicable export control regulations and sanctions at the time of delivery of goods.

**W. Alterations of General Service Conditions**

Koenig & Bauer Banknote Solutions reserves the right to modify the present General Service Conditions to reflect any changes which may occur as a result of a modification in company policy prior or during the assembly work.

**X. Governing law / miscellaneous**

Nothing herein shall give the purchaser any right or title to any of Koenig & Bauer Banknote Solutions' intellectual property rights or know-how or those of its suppliers.

These General Service Conditions are governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute hereunder shall be submitted to the jurisdiction of the ordinary courts of Lausanne, Switzerland.

January 2022

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