



## General Terms and Conditions Governing Assembly and Maintenance

### 1. General

1.1 The following terms and conditions apply to the assembly and maintenance work undertaken by INFICON GmbH (hereinafter INFICON). The commissioning and training to operate a system are not part of the assembly. If INFICON undertakes commissioning, the terms and conditions below apply by analogy.  
1.2 The subsequent context defines maintenance work according to the DIN 31051 standard with respect to the four basic measures of servicing: maintenance, inspection, repair and improvement.  
1.3 The Client's general terms and conditions have no validity. To the extent that no provision has been made in the terms and conditions below, the respective statutory regulations apply, and not the Client's general terms and conditions.

### 2. Proposal/order confirmation

2.1 The INFICON cost estimates and proposals are not binding unless a binding period has been explicitly stated. A contract may be deemed concluded only if INFICON has confirmed the order.  
2.2 Orders without a previous proposal according to section 2.1 become binding upon INFICON only if INFICON confirms the order. This applies analogously if the Client modifies the INFICON proposal.

### 3. Personnel requirements, assembly and maintenance periods, risk assumption, Service Level Agreements

3.1 INFICON will utilize suitable personnel depending on the type and scope of the required work.  
3.2 The duration of the assembly and maintenance work will be estimated by INFICON based on previous experience (without guarantee). In the event of subsequently ordered additional or expansion orders or additionally required servicing and maintenance measures, the deadline will be extended accordingly.  
3.3 If deadlines were agreed, they are deemed to be met if the assembly or maintenance work has been completed for acceptance by the Client by the time of their expiration. The deadline extends for a reasonable period of time if the assembly or maintenance work is delayed to force majeure; this also applies if INFICON is delayed due to force majeure. Strikes, lockouts, sabotage, epidemics, disruptions of operations through no fault of INFICON, proved rejection of major components through no fault of INFICON, official approvals not obtained or not obtained in time as well as all other unforeseen events are also deemed force majeure events. Any unavoidable costs, particularly for waiting times and additional travel by INFICON personnel, are borne by the Client. If waiting times occur, INFICON has the right to recall its personnel.  
3.4 If the assembly or maintenance work has not been completed before acceptance through no fault of INFICON, INFICON has the right to demand full payment of the agreed price minus any saved expenses. The same applies if assembly or maintenance work is impossible through no fault of INFICON. The Client may request that the service be repeated, if and to the extent this is reasonable for INFICON, particularly in view of other contractual obligations of INFICON. INFICON has the right to be compensated again for the repeated service based on the valid prices.  
3.5 Service Level Agreements. INFICON offers three tiers of service. The specific tier of Service Level applicable to the Client is identified in the corresponding quote. Each tier provides varying levels of maintenance, support, and benefits, as detailed in the Service Brochure. Ad hoc service outside of the defined tiers may be available upon consultation with INFICON. For new products or products under warranty, the minimum Service Level Agreement term is three (3) years. For products no longer under warranty, INFICON may offer service agreements with a minimum term of two (2) or three (3) years, and a maximum term of five (5) years, subject to INFICON's discretion.

3.6 Declaration of Contamination. Prior to shipping any item to INFICON for in-house service, the Client must complete and submit a Declaration of Contamination (DOC) form. For on-site (Field Service) support, the Client is likewise required to provide a completed DOC form in advance of any service activity. INFICON reserves the right to refuse receipt of any item or to delay on-site service if a properly completed declaration is not provided.

### 4. Prices

4.1 Assembly and maintenance work is charged depending on expenditures at the prices valid at the time of performance. This includes travel costs with incidental costs, compensation for assembly and maintenance, daily allowance, fees for set-up and performance times, any incurred hardship allowances and, in the event of repairs, the prices for replaced or newly installed parts and the costs of their packaging and transport.  
4.2 Travel costs include in particular the travel and accommodation costs, transport or shipping costs for luggage and tools, luggage and flight insurances, continuing personnel costs for the assigned employees, and costs for holding the items to be utilized. INFICON may charge continuing personnel costs based on assembly and maintenance cost unit rates to the extent that they are not higher than the incurred costs.  
4.3 The compensation for assembly and maintenance as well as the daily allowance are based on valid INFICON rates. The cost rates include surcharges for work performed beyond the regular working times in the company of the assigned INFICON employee. In the event of special complications, e.g. for work which is hazardous to personal health, for particularly dirty and dangerous work, or work in a particularly hot environment, the cost rates include hardship allowances. The amount of the hardship allowances is based on the conditions specified in the respective cost rates.  
4.4 The prices for replacement parts, newly installed parts and other material costs apply ex works, excluding transport, packaging, insurance and installation. If the Client does not explicitly request otherwise, INFICON will insure the replacement parts, etc. which are required for installation and maintenance outside of the INFICON premises against common transport risks including breakage at the expense of the client.

### 5. Payment terms

5.1 Payments are due and payable 30 days after the invoice date unless otherwise specified in the INFICON proposal/order confirmation.

5.2 Payments must be made to an INFICON paying agency. They must be made on the due date free of postage and any expenses without any deductions. Fees, expenses or other costs incurred by INFICON due to a separately agreed acceptance of bills of exchange or checks must be borne by the Client. The date of the invoice or the date when dispatch readiness is reported is the relevant date for determining the due date. For payments of all kinds, the settlement date is the date when INFICON is able to dispose of the amount paid.  
5.3 Retaining payments due to counterclaims is only permitted if the counterclaims are undisputed or have been established as final and absolute.

### 6. Client cooperation

6.1 The Client shall support INFICON personnel in the performance of their work at its own expense and will in particular provide any required and/or reasonable technical support. The Client's technical support must guarantee that the assembly or maintenance work can start immediately upon arrival of the INFICON personnel and can be carried out without delay up to the acceptance by the Client. If INFICON is required to provide special plans and instructions, it will provide these to the Client in a timely manner.  
6.2 If required, the Client will provide suitable support personnel at its own expense and risk to INFICON.  
6.3 Any official permits which are specifically required according to the laws and regulations applicable at the place of delivery and performance must be obtained by the Client before the work commences. The required items must be available on-site, and all preparatory work must have been completed by the Client (e.g. declaration of contamination) such that the work can be immediately performed after arrival.  
6.4 The Client is responsible for any special measures required for the protection of persons and items at the assembly or maintenance site. The Client shall inform INFICON personnel of any existing special safety regulations. The Client shall sufficiently insure INFICON personnel at its own expense against any risks and hazards that may arise during the work.  
6.5 The Client shall immediately or continuously, as applicable, certify working time and performance to INFICON personnel.  
6.6 To the extent required, the Client will help INFICON personnel obtain suitable room and board near the workplace. The Client shall notify INFICON personnel in good time regarding all local public authority-related obligations (registration, etc.). In addition, the Client shall help the INFICON personnel deal with the authorities and obtain the required certificates. Any public fees and charges to be paid by INFICON personnel at the place of delivery or performance (taxes, social contributions, fees, etc.) shall be borne by the Client.  
6.7 The Client shall immediately notify INFICON in the event of an illness, accident or death of INFICON personnel. The Client shall ensure medical treatment, transport to a hospital, etc., advance any incurred costs – also for transport home, if required – and will subsequently settle these costs with INFICON. If the work site is located outside of the Federal Republic of Germany, the Client undertakes to represent INFICON before government authorities and shall also attend to all required formalities.  
6.8 Until the work is fully completed, the Client is obligated to provide the entire system to be maintained, including all required equipment and qualified operating personnel, to INFICON.  
6.9 The Client shall provide INFICON with appropriate support for the transport and return shipping of the assembly and maintenance tools and any spare and replacement parts provided by INFICON. The costs for transport and return shipping are borne by the Client.  
6.10 If the Client fails to fulfill its obligations, INFICON, subject to additional rights, has the right, but is not obliged, to carry out the actions falling into the Client's scope of responsibilities on the Client's behalf and at the Client's expense after notifying the Client.  
**7. Assembly and maintenance on external systems**  
7.1 If systems contain externally supplied items for which special technicians from the manufacturing company are required, INFICON is prepared to arrange the assembly or maintenance of the respective externally supplied items at the manufacturing companies' terms and conditions upon the Client's request.  
7.2 The assembly or maintenance of systems or system parts which are not part of the INFICON scope of delivery and assembly work with regard to externally supplied parts require a separate agreement in all cases.  
**8. Acceptance**  
8.1 The Client is obligated to accept the completed assembly or maintenance work as soon as INFICON has notified the Client of its completion. A joint acceptance report is prepared regarding the acceptance. If the performed service does not comply with contractual provisions, INFICON is obligated to remedy the deficiency. This does not apply if the deficiency is based on a circumstance for which the Client is responsible. If a deficiency is non-substantial, the Client cannot refuse acceptance if INFICON expressly recognizes its obligation to remedy the deficiency.  
8.2 If acceptance is delayed without fault of INFICON, the acceptance is deemed to have been granted with the expiration of two weeks after the notification of the completed assembly and maintenance.  
8.3 With the acceptance, INFICON is no longer liable for any detectable deficiencies unless the Client has reserved the right to assert particular deficiencies.  
**9. Warranty**  
9.1 In the event of any deficiencies in the assembly or maintenance work, INFICON will perform rework services under warranty. The Client shall notify INFICON of any determined deficiencies without delay.  
9.2 The Client's right to claim rescission or reduction after failed rework remains unaffected.  
9.3 The Client shall provide to INFICON, upon coordination with INFICON, the required time and permission to perform all rework that INFICON at its reasonable discretion deems necessary, otherwise INFICON is released from its liability for deficiencies. Only in urgent cases, if operational safety is at risk and to prevent disproportionate damage, in which case INFICON must be

immediately notified, the Client has the right to remedy the deficiency itself or have it remedied by a third party and demand that INFICON reimburse the required costs.  
9.4 Of the direct costs incurred during the rework – to the extent the complaint turns out to be justified and the notification of the deficiency occurred duly and timely – INFICON is responsible for the reasonable dismantling and installation costs. Furthermore – if this represents a reasonable demand depending on the individual case – this also applies for the costs of any required provision of its technicians and auxiliary staff. All remaining costs must be borne by the Client.  
The provisions described in section 13 apply to maintenance measures according to section 13.  
9.5 The warranty period for claims based on assembly or maintenance deficiencies is 12 months as of acceptance.  
9.6 Otherwise section 10.1 applies.  
9.7 Warranty claims will only be accepted if the specified maintenance and care measures are complied with and can be proven.  
**10. Other INFICON liability**  
10.1 INFICON is liable for any personal injuries, material damage and other damage for which insurance coverage exists. Further claims apply only in the event of intent and gross negligence by INFICON.  
**11. Indemnification by the Client**  
If the parts, devices or tools provided by INFICON are damaged or lost at the assembly or maintenance site without fault of INFICON, then the Client is obligated to compensate INFICON for these damages or losses. Damage resulting from normal wear and tear is excluded.  
**12. Miscellaneous**  
12.1 Place of performance and jurisdiction is Cologne, Germany. INFICON also has the right to file suit at the Client's place of business.  
12.2 The laws of the Federal Republic of Germany additionally apply for all contractual agreements. The application of the uniform UN Convention of Contracts for the International Sale of Goods (CISG) and also the International and German Conflict Rules for contracts with international relationships is excluded.  
12.3 Risk transfers to the Client in accordance with the agreed provision (INCOTERMS 2020). In the absence of an agreement, the risk transfers to the first freight carrier with the handover of the delivery item. This also applies to partial deliveries or if INFICON has additionally undertaken to provide other services. If shipping is delayed due to circumstances outside of the control of INFICON, risk is transferred to the Client together with the notification of readiness for dispatch.  
13. Additional provisions for maintenance measures performed at an INFICON workshop  
The following conditions apply to maintenance work provided at an INFICON workshop. They take precedence over the terms and conditions above to the extent that they exclude, modify or amend them.  
13.1 The Client shall deliver the item to be maintained on time at its own cost and risk.  
13.2 The maintenance item must be delivered in packaging that permits easy and safe handling. Risk and costs arising from failure to comply with these provisions shall be borne by the Client.  
13.3 INFICON shall store the maintenance item with its customary care. The risk of an accidental deterioration or accidental loss shall be borne by the Client.  
13.4 INFICON will ship the maintenance item at the Client's cost and risk. Unless expressly specified otherwise by the Client, INFICON will insure the maintenance item at the Client's expense against the usual transport risks including breakage.  
13.5 The Client shall accept the service without delay at its own expense after being notified of its readiness for dispatch. If the Client fails to do so, acceptance will be deemed granted 14 days after shipment or notification of readiness for dispatch.  
13.6 If the return shipping is delayed due to circumstances outside of the control of INFICON, the Client shall be obliged to pay maintenance costs as of the notification of the readiness for dispatch. The risk will transfer to the Client at the same time.  
13.7 Until full payment of all claims of any type arising from this business relationship, including accessory claims, INFICON has the right to retain the maintenance item.

### Note:

In accordance with GDPR, it is pointed out that INFICON stores and processes Client data.

INFICON GmbH