

GENERAL TERMS AND CONDITIONS FOR OBJECT-RELATED DEMONSTRATIONS

1. General rights and obligations of the contractual partner

- 1.1 TRACTO-TECHNIK, hereinafter referred to as TRACTO, undertakes to present the offered machine in practical operation on a building site specified by the customer.
- 1.2 The customer undertakes to explore the building site and the pass-through area of the drill hole according to the requirements specified on the form "Project description / Preliminary exploration", and to inform TRACTO on the result in due time before the demonstration.
- 1.3 The customer further undertakes to provide staff and material (e.g. pipelines), lifting gear, water pump, power unit and other resources required.

2. Defects in the machine presented / Downtimes

- 2.1 Downtimes of the machine presented which are due to insufficient preparation of the building site are at the customer's expense. They will be charged in addition to the agreed allowance to the agreed remuneration. This also applies to downtimes which occur as a result of damage to pipelines, cables, etc. which were not or inaccurately notified prior to the demonstration. If the downtimes are due to a malfunction of the machine to be presented, they shall be at the expense of TRACTO.
- 2.2 If the works on the building site on which the machine is presented are suspended as a result of circumstances for which neither the customer nor TRACTO are responsible (e.g. frost, flood, strike, civil commotions, acts of war, official orders), TRACTO is entitled to remove the machine presented from the building site and charge the resulting expense.

3. Legal status of the demonstrator and of TRACTO

- 3.1 The customer acknowledges that TRACTO uses the offered machine for the purpose of demonstration according to its own wishes and instructions, and that the application is not based on an assignment of TRACTO as subcontractor.
- 3.2 TRACTO and its demonstrators fulfil a liability of the customer with the drilling (to its principal), to the extent that the offered machine is used in an object-related manner within the scope of a work order of the customer on a building site.
- 3.3 The demonstrators may interrupt the drilling if they consider this appropriate due to difficult ground conditions or other circumstances (unexpected obstacles, other soil type than announced by customer).

4. Warranty for defects

- 4.1 TRACTO does not assume any warranty for minor inaccuracy and/or drilling inaccuracies which do not impair the suitability of the drill hole.
- 4.2 Insofar as there is a defect in the drill hole / installation for which we are responsible, we are first entitled to subsequent improvement. If we are not willing or unable to perform subsequent improvement, in particular if it is delayed beyond a reasonable period for reasons for which we are responsible, or if subsequent improvement should fail otherwise, the customer is entitled at its discretion and at our expense to remove the defect, or after having set a date together with the declaration that after expiry of the date it will refuse removal of the defect, to claim a corresponding reduction of the remuneration. Rescission of the contract is excluded.

5. Liability and damage repair

- 5.1 If TRACTO or its demonstrators are held liable by a third party for damages to pipelines, cables and/or underground installation which were not or not correctly announced, as well as consequential damages, TRACTO and its demonstrators may internally take recourse against the customer extensively and without own contribution, unless TRACTO and its demonstrators were accused of fault. To that extent, the own contribution of TRACTO and its demonstrators is based on the typical foreseeable damage.
- 5.2 TRACTO and its demonstrators are not liable for damages of the customer which are the result of damage to pipelines, cables and/or underground installation which were not or not correctly announced, unless they had acted with intent or gross negligence. Apart from that, TRACTO shall be liable for gross negligence of itself and of its vicarious agents, and also on the merits of each culpable breach of material contractual duties, and in relation to its amount to compensation of the typical foreseeable damage.
- 5.3 The customer shall be responsible for the repair of damages to pipes, cables and/or underground installation whose location was or not correctly announced and which were therefore damaged by the drilling.

5.4 TRACTO shall be liable for the due (in case of controlled drilling: recorded) installation of the pipelines. The tubes/pipelines to be provided by the customer have to be suitable for the corresponding method of installation and meet the requirements made by TRACTO.

5.5 TRACTO does not assume any liability for environmental hazards of any kind, which may occur during the driving works in the pass-through area.

5.6 Damages to and losses of drilling tools which are the result of insufficient preliminary exploration are at the customer's expense.

6. Remuneration/Allowance

6.1 The customer is obligated to pay the remuneration in the form of an allowance as agreed. Any downtimes for which the customer is responsible will be charged additionally. If a purchase agreement for the machine presented is concluded within the period agreed in the project offer, the amount agreed in the demonstration offer shall be credited.

6.2 The invoice shall be payable without deduction within 10 days after the invoice date. If the payment date is exceeded, TRACTO is entitled from the respective payment date to charge interest in the amount of the standard interest rate for overdrafts.

6.3 The customer is not entitled to withhold or set off payments of any counterclaims, unless the counterclaims are undisputed or have been finally established by a court.

7. Other obligations of the customer

7.1 The customer must not leave the machine presented to third parties. The customer shall take suitable measures to protect the machine against theft and vandalism.

7.2 If any third party should claim rights to the machine presented on the grounds of seizure, attachment or similar measures, the customer is obligated to immediately notify TRACTO by registered letter, and inform the third party on the property right of TRACTO.

8. Final provisions

8.1 Deviating agreements or amendments of this contract have to be made in writing.

8.2 If one or several of the preceding provisions should be or become invalid, this shall not affect the validity of the remaining provisions.

8.3 Place of jurisdiction shall be the place of our registered office. We are entitled to file action also at the place of the customer's registered office.