

Contract terms: Hardware maintenance

1. Subject of the contract terms

These contract terms shall apply to all hardware products (hereinafter 'contract products') supplied by UTAX DocForms GmbH (hereinafter 'UTAX DocForms') and listed in the hardware specification of the hardware maintenance agreement. These contract terms shall be part of the hardware maintenance agreement.

2. Scope of service

2.1 UTAX DocForms shall within the scope of these contract terms remedy any technical failures in the contract products listed in the hardware maintenance agreement.

2.2 The client shall directly notify UTAX DocForms of any technical malfunctions that may occur. Correction of these malfunctions shall normally begin within 8 hours of error detection during standard business hours.

2.3 The delivery and installation of all necessary spare parts, the replacement and repair of replacement parts and component groups, and all associated shipping expenses shall be covered by a maintenance fee. The services listed in Section 3 shall however be excluded.

2.4 All costs incurred by employing a technician, such as work and travel time, travel costs and expenses, shall be covered by the maintenance fee, provided the services specified in Section 3 are not involved.

2.5 UTAX DocForms may at its discretion authorise third parties to carry out maintenance work, in which case no additional costs shall be incurred to the client.

2.6 All services within the scope of these contract terms shall be performed during standard business hours. If the client requests services outside of the standard business hours of UTAX DocForms (e.g., for multiple-shift operation or on-call service), a separate written agreement shall be required in which provisions regarding compensation are also defined.

3. Services charged separately

3.1 The hardware maintenance agreement concluded between UTAX DocForms and the client shall not pertain to the following services, which are to be charged separately. The currently valid price list of UTAX DocForms shall apply:

- (a) Repairs or increased maintenance work due to improper use
- (b) Cleaning work for accessories such as optical video disks, CDs or DVDs
- (c) Delivery and replacement of wear and tear parts or consumable supplies such as scanner paper guide rollers, paper guide elements, scanner paper separation pads, scanner lamps, and filters for optical drives and jukeboxes
- (d) Repair work due to water, fire or lightning damage as well as damages resulting from theft or vandalism.
- (e) Replacement of devices during the repair period of contract products
- (f) Installation work, installing accessory components or retrofitting the contract products
- (g) Work due to circumstances that are unrelated to the purpose for which the contract products are normally used
- (h) Work that is deemed necessary due to violations of the service requirements (Section 4).
- (i) Work to remedy malfunctions caused by the use of system software that has not been supplied by UTAX DocForms or approved by UTAX DocForms or its upstream suppliers, use of faulty programs or incorrect program use
- (j) Work performed outside of standard business hours (see Section 2.6)

4. Service requirements

4.1 For the purpose of performing the repair work, the client shall make available all contract products as well as the programs and technical documentation (if applicable) necessary for limiting and localising an error.

4.2 If repairs cannot be done on the premises of the client, then the work shall be carried out at UTAX DocForms or an authorised third party.

4.3 The client alone shall be responsible under all circumstances for updating and backing up his databases. If the employees of UTAX DocForms carry out work on the contract products listed in the hardware maintenance agreement, it shall be assumed that up-to-date backups of the databases exist. This shall also apply to databases that are not stored directly in the system (e.g., stored locally on optical data carriers or in computer networks).

4.4 The client shall observe the installation and operating guidelines specified by the manufacturer. Particular attention should be given to finding a dust-free environment for optical devices.

4.5 The client shall only use accessories or materials (e.g., optical video disks, CDs, DVDs, cleaning kits, etc.) that have been recommended or approved by the manufacturer.

4.6 Repair service work, modifications to the system software or other technical interventions and the installation of accessory components in the contract products may only be performed by the employees of UTAX DocForms or a third party authorised by them.

4.7 The client shall have the wear and tear parts replaced within the replacement period suggested by the manufacturer (e.g., for the paper guide rollers of the high-performance scanner) only by the employees of UTAX DocForms or a third party authorised by them. With respect to scanners, the daily scan volume recommended by the manufacturer must be observed accordingly.

5. Maintenance fee

5.1. The payment of the maintenance fee shall cover the hardware maintenance costs. Expressly excluded shall be the services listed in Section 3.

5.2 If the prices for personnel and material costs increase or market conditions change, then UTAX DocForms may adjust the maintenance fee subject to a term of 3 calendar months (term of change) by providing of a written notification of change. If the fee is increased, the client shall be entitled to terminate the contractual relationship 2 calendar months before the term of change expires. If the client does not do so, the adjusted maintenance fee shall be deemed agreed once the term of change expires. If multiple contract products are the subject of this hardware maintenance agreement, then termination may be limited to individual contract products. Compensation claims against UTAX DocForms may not be derived from such changes to the maintenance fee.

6. Payment terms

6.1 The maintenance fee in the first contract year shall be charged in advance for the remainder of the calendar year. Thereafter the fee shall be charged in advance at the beginning of each calendar year. The maintenance fee shall be payable strictly net within 14 days of invoice receipt.

7. End of the agreement

7.1 End of agreement for a hardware maintenance agreement with variable contract period

7.1.1 The hardware maintenance agreement can be terminated by either party 3 months before the end of the year – however, not before 2 years have passed. If the agreement is not terminated, then it shall be implicitly extended by an additional contract year and can then be terminated 3 months before the end of the year.

7.1.2 Individual contract products can be terminated by either party subject to the periods listed in Section 7.1.1. The remaining contract products shall remain part of the agreement as before.

7.2 End of agreement for a hardware maintenance agreement with fixed contract period

7.2.1 The hardware maintenance agreement is concluded with a fixed contract period. The agreement expires at the end of the agreed year without additional termination.

7.3 UTAX DocForms may terminate the hardware maintenance agreement for good reason. In particular, a good reason shall be deemed given if the client repeatedly fails to comply with the obligations set forth in this agreement, the provisions of the manufacturer are violated or bankruptcy proceedings or judicial or extrajudicial settlement proceedings have been filed.

8. Final provisions

8.1 UTAX DocForms may transfer the rights and obligations set forth in this hardware maintenance agreement to an authorised third party either temporarily or permanently.

8.2 These contract terms and conditions shall be exclusively binding regardless of any deviation in the business terms and conditions of the client.

8.3 The place of jurisdiction for both parties shall be Dortmund, Germany. The law of the Federal Republic of Germany shall apply exclusively.

8.4 Amendments, supplements or cancellation notices pertaining to this agreement must be submitted in written form. This written form requirement may only be waived if agreed in writing.

8.5 In the event that individual provisions of this agreement are or become invalid, then the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be reformulated or replaced by another provision so as to achieve the intended purpose of the original provision. This shall also apply to any omissions found in the contract terms and conditions.