

Terms and Conditions for Maintenance Contracts

1. Validity

1.1 The Aebi Schmidt Group is the world's leading provider of intelligent product systems and services for cleaning and clearing traffic areas as well as for the maintenance of green spaces in challenging terrain. The product range of the various companies belonging to the Aebi Schmidt Group comprises own vehicles as well as innovative attachments and mounted implements for individual vehicle upgrades. The Aebi Schmidt Group has one of the most comprehensive product portfolios worldwide in the fields of winter services, sweepers, municipal technology, airport technology, agricultural technology and railway technology.

1.2 These General Terms and Conditions for Maintenance Contracts (hereinafter referred to as "**GTC Maintenance**") apply to all offers and services of the group companies belonging to the Aebi Schmidt Group (hereinafter referred to as "**Aebi Schmidt**") in connection with the provision of use-preserving measures on the machines manufactured and sold by Aebi Schmidt (hereinafter referred to as "**Aebi Schmidt products**"), which are not owed due to statutory or contractual warranty obligations for defects. The GTC Maintenance are part of all contracts that Aebi Schmidt concludes with customers on the provision of corresponding services (hereinafter "**Maintenance Contract**").

1.3 The GTC Maintenance shall also apply to all future offers or services in connection with a maintenance contract, even if they are not separately agreed again.

1.4 Terms and conditions of the customer or third parties do not apply, even if Aebi Schmidt does not separately object to their validity in the individual case. Even if Aebi Schmidt refers to a letter containing or referring to terms and conditions of the customer or a third party, this does not constitute an agreement with the validity of those terms and conditions.

2. Offer and conclusion of contract

2.1 The offer of the maintenance contract is exclusively addressed to end customers. Commercial dealers and other persons who purchase Aebi Schmidt products for the purpose of resale are excluded from the offer.

2.2 The customer is bound to his offer to conclude a maintenance contract with Aebi Schmidt for a fortnight from the date of declaration. The maintenance contract is concluded if Aebi Schmidt confirms the acceptance of the offer in writing or in text form within this period.

2.3 The legal relationship between Aebi Schmidt and the customer is solely governed by the maintenance contract concluded in writing, including these General Terms and Conditions for Maintenance, which fully reflect all agreements between the contracting parties on the subject matter of the contract.

2.4 Oral promises made by Aebi Schmidt prior to the conclusion of the maintenance contract are legally non-binding and oral agreements of the contracting parties are replaced by the written maintenance contract, unless it is expressly stated in each case that they continue to be binding.

3. Contract period

The maintenance contract for the respective Aebi Schmidt product ends either upon expiry of the last month of the agreed term ("Duration (Months)") or upon reaching the agreed number of operating hours ("Duration (Operating Hours)"). The earlier of the two events is decisive for the time of termination of the contract.

4. Scope of maintenance services

4.1 From the beginning of the contract, the customer is entitled to the provision of measures to maintain use in accordance with the following provisions (hereinafter referred to as "maintenance **service(s)**"):

- Maintenance (including parts and operating materials required for this purpose, excluding fuels) of the machine(s) designated in the Maintenance Contract (hereinafter "**Maintenance Object**").

- The maintenance services finally comprise those services as specified in the operating manual. Any additional services must be ordered and paid for separately by the customer.

4.2 Services that have to be rendered on the basis of a purchase contract concluded between the customer and Aebi Schmidt in order to remedy a defect of the maintenance item (hereinafter "**remedying of defects**") do not constitute maintenance services; the customer can claim corresponding services exclusively in accordance with the warranty rights to which he is entitled against Aebi Schmidt.

4.3 Furthermore, general repairs and in particular the repair of the damage listed below are not included in the maintenance services and must be ordered and paid for separately by the customer:

- Violence or accidental damage;
- Damage resulting from improper handling of the maintenance item;
- Damage caused by modifications on the part of the customer or third parties to the maintenance object;
- Glass breakage damage;
- Damage due to force majeure such as flood or storm damage;
- Damage due to animal bite;
- Replacement of tyres and rims, repair of tyre and rim damage, balancing, remounting and tyre pressure monitoring system;
- Topping up oil between oil change intervals;
- Damage caused by the use of corrosive products;
- Conversions and retrofits - even if these become necessary due to legal requirements. This also applies to accessories retrofitted during the term of the contract.
- Paint care and cosmetic repairs;
- All legally required examinations and tests.

5. Price surcharges for additional expenditure

5.1 If the work or time actually required for the performance of a maintenance service exceeds the work or time usually required according to the service description ("**additional expenditure**"), Aebi Schmidt can demand an adequate additional remuneration.

5.2 Aebi Schmidt will inform the customer of this and agree with him on the further procedure as soon as it becomes obvious to Aebi Schmidt that an additional remuneration obligation according to item 5.1 arise.

6. Use of maintenance services, place of performance

6.1 The customer is entitled to the performance of a specific maintenance service as soon as he notifies Aebi Schmidt of his need for a service covered by § 4.

6.2 Aebi Schmidt accepts advertisements Monday to Friday between 8:00 a.m. and 5:00 p.m. (hereinafter "**operating hours**"). There are no operating hours on national holidays and on 24 and 31 December.

6.3 The place of performance for maintenance services is at the discretion of Aebi Schmidt at the place of business of Aebi Schmidt, a partner authorised by Aebi Schmidt in advance or at the customer's place. If maintenance services are rendered at the customer's location, travel expenses will be charged separately.

7. Service fees, terms of payment

7.1 The agreed service fees shall in principle fully remunerate the maintenance services required in the respective billing period in accordance with article 4; in individual cases, additional remuneration obligations of the Customer may arise in accordance with 55.

7.2 The customer is obliged to pay the service fees from the day of the agreed start of the contract. These shall be settled in accordance with the agreement in the maintenance contract and shall be due in advance on the third day after the start of the agreed settlement period in each case. The statutory due date regulations apply to price surcharges pursuant to 55.

- 7.3 If the customer fails to pay on the due date, the outstanding amounts shall bear interest from the due date at a rate of 5 percentage points above the respective base interest rate per annum. The assertion of higher interest and further damages in the event of default shall remain unaffected.
- 7.4 If the customer reaches the number of agreed operating hours before the expiry of the agreed term of the maintenance contract, the remaining service fees shall become due immediately.
- 7.5 The customer shall not be entitled to reimbursement of service fees insofar as it has not reached the number of agreed operating hours at the end of the agreed term of the maintenance contract.
- 7.6 The date of receipt of payment on the agreed account of Aebi Schmidt is decisive for the date of payment.
- 8. Damages due to fault**
- 8.1 Aebi Schmidt's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, breach of contract, breach of duties during contractual negotiations and tort, is limited in accordance with the following provisions, insofar as fault is relevant in each case.
- 8.2 Aebi Schmidt is not liable for damages caused by simple negligence of its organs, legal representatives or vicarious agents, as far as it does not concern a breach of essential contractual obligations at the same time. Material contractual obligations are obligations the observance of which is a necessary prerequisite for the performance of the contract, or the breach of which jeopardises the achievement of the purpose of the contract and the contractual partner could justifiably rely on the observance of the obligation concerned. In the event of a breach of cardinal obligations due to simple negligence, the liability of Aebi Schmidt is limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 8.3 In the event of a grossly negligent breach of obligations that do not constitute cardinal obligations, the liability of Aebi Schmidt is also limited to the foreseeable damage typical for the contract.
- 8.4 The limitation period for claims for damages by the customer is one year.
- 8.5 The above liability provisions do not apply to liability according to the Product Liability Act, due to injury to life, body or health, as well as due to claims for damages of the customer based on such defects which Aebi Schmidt has fraudulently concealed or the absence of which it has assured the customer by means of a corresponding guarantee declaration.
- 8.6 The above liability provisions apply accordingly to the personal liability for damages of the organs, legal representatives, employees and other vicarious agents of Aebi Schmidt.
- 9. Force majeure**
- Aebi Schmidt is not liable for impossibility of its performance, as far as these have been caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in material procurement, transport delays, untimely delivery by suppliers), for which Aebi Schmidt is not responsible. If such events make the performance considerably more difficult or impossible and if the hindrance is not only of temporary duration, Aebi Schmidt is entitled to withdraw from the maintenance contract. In case of hindrances of temporary duration, the performance periods are extended or the performance dates are postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot be expected to accept the performance due to the delay, he can withdraw from the maintenance contract by immediate written declaration to Aebi Schmidt.
- 10. Participation of the customer**
- 10.1 The customer shall always handle the maintenance object in accordance with the provisions of the operating manual and in accordance with its intended use; this applies in particular to daily maintenance and care.
- 10.2 For the performance of the maintenance services, the customer has to make the maintenance item available to Aebi Schmidt in due time before expiry of the service interval of the respective maintenance service in an operational, roadworthy and thoroughly cleaned condition.
- 11. Data protection**
- 11.1 Data protection has a particularly high priority for the Aebi Schmidt Group. Aebi Schmidt and the Aebi Schmidt Group are responsible parties within the meaning of the European Data Protection Regulation (hereinafter referred to as EU GDPR) and national data protection laws of the member states as well as other provisions of data protection law.
- 11.2 The personal data specified in the contract, in particular name, address, telephone number, bank details, which are necessary and required solely for the purpose of implementing the resulting contractual relationship, are collected on the basis of statutory authorisations.
- 11.3 The customer can inform himself on the [Aebi Schmidt homepage](#) about the data processing as well as his rights granted in this context.
- 11.4 Link: <https://www.aebi-schmidt.com/en/legal/privacy-policy/>
- 12. Termination, withdrawal from the purchase contract**
- 12.1 The right of ordinary termination is excluded during the agreed term of the contract; the statutory right of termination for good cause remains unaffected for both parties to the contract.
- 12.2 Insofar as the customer effectively withdraws from the purchase contract for an individual maintenance item, this shall also be deemed to be a withdrawal from the maintenance contract concluded for the maintenance item.
- 13. Assignment, set-off**
- 13.1 The customer may assign or transfer his rights and obligations under the maintenance contract individually or as a whole to third parties only with the prior express consent of Aebi Schmidt.
- 13.2 Aebi Schmidt may assign its rights and obligations under the contract or transfer them to third parties at any time. The customer will be notified of any entry into the contract by a third party.
- 14. Applicable law, place of jurisdiction**
- 14.1 The maintenance contract is subject to the law of the registered office of Aebi Schmidt.
- 14.2 For disputes in connection with the maintenance contract, the exclusive place of jurisdiction is the court district of Aebi Schmidt. Aebi Schmidt is also entitled to sue the customer at its legal place of jurisdiction.
- 15. Final provisions**
- 15.1 Additions and amendments to the maintenance contract, including this form clause, must be made in writing to be effective, unless the relevant law prescribes a stricter form for the individual case (e.g. notarial certification). Telecommunication by telefax or by e-mail shall be sufficient to comply with the required written form if a copy of the signed declaration is transmitted.
- 15.2 Should any provision of the maintenance contract be invalid in whole or in part or become so after the conclusion of the contract, this shall not affect the validity of the remaining provisions. In place of the ineffective provision, the parties shall agree on such an effective provision which comes closest to the purpose of the contract and the interest of the parties in accordance with the provision to be replaced within the legally permissible framework. In the event of unrecognised loopholes in the maintenance contract as well as an ineffectiveness of agreed deadlines or performance obligations, the provision which comes closest to the purpose of the contract and the interest of the parties in accordance with the provision to be replaced within the legally permissible framework shall be deemed agreed.