

# General Contract Conditions for Schulthess Service Contracts (GCC)

## 1. General

- 1.1 These General Contract Conditions (GCC) apply to all offers to and service contracts Schulthess Maschinen AG, Alte Steinhäuserstrasse 1, CH-6330 Cham (Schulthess), and the customers specified in Schulthess offers (Customers) for maintenance and repair services on products marketed by Schulthess.
- 1.2 The GCC apply exclusively; any terms and conditions of the Customer that conflict with or deviate from the GCC are hereby explicitly excluded.
- 1.3 Amendments to the GCC must be made in writing to be effective. This applies in particular to any waiver of the written form requirement.
- 1.4 All offers by Schulthess for the provision of maintenance and repair services in accordance with these GCC are valid for 60 days from receipt unless otherwise agreed in writing.
- 1.5 A service contract is concluded upon receipt of the Customer's acceptance of a Schulthess offer. If the Customer does not accept the offer within 60 days, its validity lapses. Any changes to the Schulthess offer require the prior written consent of Schulthess to become effective.

## 2. Duration, termination, amendments

- 2.1 Service contracts run for a period of at least one year and are tacitly extended by a further year in each case unless terminated in writing by Schulthess or the Customer three months before expiry.
- 2.2 Service contracts with assumption of material costs by Schulthess are automatically converted into a service contract without assumption of material costs at the end of twelve (12) operating years or the equivalent number of operating hours\* of the contractual product concerned (from the date of delivery). In the case of commercial machines, service contracts without assumption of material costs end automatically after eighteen (18) years.
- 2.3 In the event of suspected misuse as well as any breach of contract by the Customer including default of payment, Schulthess is entitled to terminate the service contract with immediate effect at any time.
- 2.4 To the extent permitted by law, Schulthess is entitled to amend the GCC at any time. For such purpose, Schulthess will notify the Customer of the amendments in writing, indicating the date of entry into force.

## 3. Prices

The prices of the ordered service packages are based on the offers. They represent annual premiums which are payable in advance, without deduction, within 30 days of Schulthess issuing the invoice. In the event of late payment, Schulthess is entitled, in addition to claiming interest on arrears, to charge the Customer a reminder fee of CHF 25 if reminder proceedings are initiated and a reminder fee of CHF 50 if a second reminder is issued. Schulthess is additionally entitled to withhold its services until payment has been received from the Customer. Schulthess may change the prices at the beginning of a new contract period in the event of general inflation, increases in value added tax, prescribed additional services, more maintenance-intensive working aids or other possibly unforeseeable cost increases. The Customer will be notified in writing of any price adjustment before the start of a new contract period.

## 4. Scope of services

- 4.1 The scope of services depends on the service package ordered by the Customer. The individual service packages are described at [<https://www.schulthess.ch/en/services/service-warranty/>] and form an integral part of the GCC.
- 4.2 Schulthess undertakes to have the agreed services provided by trained personnel with the greatest possible care. Schulthess is entitled to document its services and, in particular, fault analyses photographically.
- 4.3 The elimination of defects is limited to rectification by repair or replacement of components and has no influence on the term of the warranty extension. Other claims such as rescission or reduction are excluded to the fullest extent permitted by law. If a repair proves to be economically unjustifiable, Schulthess is entitled to offer the Customer an equivalent replacement appliance (excluding any warranty) or a new appliance for sale at special conditions in compensation for the obligation to repair. Replaced components as well as replacement appliances become the property of Schulthess.
- 4.4 Excluded from the scope of services are (a) machines or components that are not mentioned in the service contract or distributed by Schulthess as well as (b) maintenance and servicing work (including costs for determining the causes of faults) due to
  - exposure to water, corrosion, improper electrical connection, insufficient fuse protection, power failure, improper descaling or chemical or electrolytic influences;
  - failure to observe the Schulthess instructions, guidelines or operating regulations as well as other improper operation or use;
  - intentional or negligent damage to the contractual products by the Customer or third parties; e.g. foreign objects in the appliance, etc.;
  - failure to carry out necessary maintenance or repairs and failure to observe the recommended maintenance intervals;

- repairs carried out by persons not authorised by Schulthess;
- force majeure, in particular natural hazards;
- damage due to non-compliance with Schulthess project planning documents; As well as the following services:
  - repairs or cleaning of the exhaust air duct (dryer), descaling of the machine, oil change of rotary ironers, accessory products such as dish racks, etc.;
  - provision of scaffolding as well as any preparatory work to ensure access to the contractual products;
  - working hours, travel/standby allowance on weekends and public holidays.

## 5. Material costs

- 5.1 Schulthess will only pay for any material costs if they are included in the scope of services of the ordered service package.
- 5.2 A service package with assumption of material costs by Schulthess can only be concluded within the first four years of commissioning of the contractual products concerned.
- 5.3 Schulthess reserves the right to use new or updated spare parts.

## 6. Emergency service

The Schulthess Service is available within Switzerland 24 hours a day, 365 days a year. On weekends and public holidays, an emergency service for commercial machines is available from 07:30 to 17:00.

## 7. Limitation and exclusion of liability

- 7.1 Schulthess including its vicarious agents is liable without limitation for damage caused intentionally or by gross negligence.
- 7.2 In the event of a slightly negligent breach of a principal or secondary obligation which prevents the achievement of the purpose of the contract and which Customers could rely on being complied with (essential secondary obligation), the liability of Schulthess including its vicarious agents is limited to the extent permitted by law to damage foreseeable at the time of conclusion of the contract and typical for the contract. In the event of a slightly negligent breach of secondary obligations which are not essential secondary obligations, the liability of Schulthess including its vicarious agents is excluded.
- 7.3 The liability of Schulthess including its vicarious agents for damage arising from injury to life, limb and health, in the event of fraudulent concealment of defects, in the event of the assumption of guarantees of quality as well as liability under the Product Liability Act (if applicable) will remain unaffected.
- 7.4 Irrespective of previous conditions, the liability of Schulthess towards business Customers is, subject to mandatory legal provisions, (a) limited to a maximum of the amount of the annual premium and (b) excluded for damage not occurring to the contractual products themselves, as well as for consequential damage such as, among other things, interruption of operations, loss of use, loss of profit, costs for replacement installations, water and environmental damage.

## 8. Force majeure

If Schulthess is hindered or restricted in its performance or delayed in its performance due to force majeure (whereby force majeure includes natural disasters, acts or omissions of government, war, acts of terrorism, industrial action, non-delivery or delay in delivery of materials or appliances, power failure or restrictions or bottlenecks, fire, explosion, accident or breakdown of essential machinery or appliances or any other cause (whether or not comparable with the events listed above) over which Schulthess reasonably has no control), Schulthess may claim these circumstances as excuses for the duration of the hindrance, restriction or delay and will not be liable for the disruption of delivery in this respect. The deadline for the performance of services will be extended accordingly. If the performance of the contract is delayed by more than two months for any of the above reasons and the parties have not agreed on modified arrangements for the further performance of the contract after the reason for the delay has ceased to exist, Schulthess may terminate the contract after the expiry of this period by giving the customer at least 30 days' written notice.

## 9. Customer's obligations

The Customer is obliged to treat the contractual products with all due care, to report all damage and faults to Schulthess immediately and to take any immediate measures ordered by Schulthess to minimise the damage.

## 10. Applicable law and place of jurisdiction

The service contracts are subject to Swiss law to the exclusion of the rules of private international law and the Vienna Convention on Contracts for the International Sale of Goods. Subject to the mandatory statutory provisions for contracts with consumers, the exclusive place of jurisdiction for all disputes arising from or in connection with the service contracts is the registered office of Schulthess.