

Maintenance Agreement

No. _____

Between

customer

- in the following called "customer"
based in

(company stamp)

and

Mahr GmbH

- hereinafter referred as "contractor"

with headquarters in 37073 Goettingen, Carl-Mahr-Straße 1,

a maintenance agreement is concluded indefinitely with respect to the measuring stations listed in the equipment list (Appendix 1). The device list is part of this agreement.

Mahr GmbH

Carl-Mahr-Str. 1
D - 37073 Göttingen
Phone: +49 (0)551 7073-800
Fax +49 (0)551 7073-888
<http://www.mahr.com>

status: April 2021

Managing Directors:
Stephan Gais, CEO
Udo Erath, Manuel Hüsken

Headquarters:
Goettingen
Register HRB 2507
VAT No. DE258132975

Precision Gages, Length Metrology, Precision Length Metrology, Surface Texture Metrology, Form Metrology, Gear Metrology, Metrology for Optical Industry, Optical Metrology, Shaft Metrology, Customer Specific Metrology, Rotary Stroke Bearings, Calibration Services (DAkks/DKD)

1. Scope of the maintenance agreement

Maintenance (if part of this maintenance agreement)

(1) The contractor shall take care of the maintenance of the measuring stations listed in the equipment list. Maintenance includes:

- the verification of the technical functional parameters and the adjustment of the measuring stations, without material costs
- the matching of the measuring stations in the event of deviation from the predetermined tolerance, if possible,
- replacement of typical wear parts,
- cleaning the measuring instruments
- elimination of minor errors and
- oiling and greasing of moving parts.

Functional defects that cannot be remedied are recorded in the service report.

(2) The aim of regular maintenance is to avoid unplanned repairs and thus downtimes of the measuring stations.

(3) Maintenance does not include any necessary repair of the equipment. This can be requested in accordance with Mahr's terms of service. It is billed separately from the maintenance service according to the applicable cost rates.

Calibration (if part of this maintenance agreement)

(1) The contractor shall take over the calibration of the measuring stations listed in the equipment list.

(2) The calibration of the measuring stations is carried out with traceable normals.

Support Services

As Mahr customer with maintenance agreement, you will receive guaranteed services and preferential services relating to the equipment under contract (see Appendix 1) for the duration of the agreement.

(1) Free hotline for troubleshooting or error analysis in the event of technical faults¹ by our technical support

Monday - Thursday 08:00 to 17:00 and Friday 08:00 to 16:00

Hotline phone number: **+49 (0)551 7073-306** or by

Email: techsupport@mahr.de

Outside the og. Business hours you can reach our technical hotline in urgent emergencies

Monday - Friday 16:00-22:00 and Saturday from 09:00-18:00 under the

Mobile phone number: **+49 (0)172 523 1899**

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- (2) Free remote support from our technical support for troubleshooting or error analysis in the event of technical faults²
- (3) Prioritized troubleshooting and guaranteed response times³

Mahr assures that the repair of faults will be started on site as soon as possible by qualified specialists (standard within 72 hours after receiving the requirement during regular office hours). As part of the preferential services provided by MSV-Classic, Mahr guarantees the start of the on-site fault removal at the latest within 48* hours after receipt of the fault notification (with completion of an optional + ("Plus") block, the response time can be reduced to 24* hours after notification receipt).

For requests addressed Friday after 12 noon, the troubleshooting will begin no later than 12 noon on the following Tuesday at the latest. In the case of public holidays at the place of performance, the start of the troubleshooting takes place next working day.

2. Time of service delivery (maintenance and / or calibration)

- (1) The respective maintenance /calibration cycle is agreed in the equipment list. The time of maintenance / calibration is defined by the contractor and agreed together with Mahr. Maintenance/calibration is carried out regularly, as agreed, with a possible deviation of a maximum of four weeks.
- (2) Mahr tries to meet the customer's wishes in the best possible way with regard to appointments. If fixed dates are mandatory on the customer's side, Mahr will charge any additional costs incurred separately.
- (3) Maintenance and/or calibration is carried out during normal working hours.
- (4) If the maintenance and / or calibration shall be carried out at the request of the customer outside the usual working hours, a surcharge shown in the cost rates will be charged.
- (5) The maintenance and / or calibration carried out is confirmed by the customer by a designated representative with his signature. The presence of a person entitled to sign in the sense of the implementation receipt is ensured by the customer.

¹ only in the event of technical faults. Excluded are services such as consulting, application support, training, which we are happy to offer you at our attractive remote conditions.

² only in the event of technical faults. Excluded are services such as consulting, application support, training, chargeable Software updates and programming support, which we are happy to offer you separately at our attractive remote conditions.

³ Reaction time only applies in the event of machine failures = complete downtime or serious malfunction, which no longer allows the measuring task to be fulfilled.

* except products of the MFU, MFK, GMX series

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3. Prices and payment

- (1) The prices set out in the maintenance agreement shall be flat-rate net prices and will be invoiced on a regular basis after the work has been carried out.
- (2) If the work cannot be carried out for reasons for which the contractor is not responsible, the invoicing shall take place no more than 12 weeks after the month agreed in accordance with Appendix 1 - but at the latest on 31.12. of the current financial year.
- (3) The travel cost for the initial arrival is charged with the customer-specific travel zone according to the currently valid price list.
- (4) With the agreement, the customer receives the valid data record, the devices listed in Appendix 1. When the appendix 1 is extended (by adding additional devices), the customer receives a new, updated, data set.
- (5) Replaced spare parts and typical wear parts are charged at the applicable list price, unless other conditions have been agreed.
- (6) The invoices are payable within 30 days, net.

4. Termination of the maintenance agreement

- (1) The agreement shall begin with a term of 24 months and will be extended for a further 12 months, unless terminated by either party. It may be terminated in writing by both parties with a notice period of three months before the expiry of the agreement.
- (2) In the event of a price change, the customer has the extraordinary right to terminate the agreement without notice.

5. Terms of Delivery

- (1) The applicable General Terms and Conditions of Sale and Delivery (AVLB) of Mahr GmbH apply, in particular with regard to the terms of payment, warranty and claims for damages as well as the place of jurisdiction.

The customer's terms and conditions of purchase are only accepted insofar as they do not contradict the AVLB of Mahr GmbH and do not change the scope of this agreement.

- (2) Ancillary agreements in addition to this agreement require the written consent of Mahr.

6. Beginning of the agreement

The agreement enters into force when signed by both parties.

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Customer (company stamp)

Name:

Title/Function:

Location, Date:

Mahr GmbH (company stamp)

Name:

Title/Function:

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