

# General Conditions for the Maintenance of Equipment and Systems in the Field of Communication and Security Systems

Version 27.04.2015

## 1. Scope of Contract

These terms are valid for the following types of contract for the maintenance of equipment and systems in the field of communication and security systems.

- Inspection Contract
- Maintenance Contract
- Repair and Maintenance Contract

## 2. Inspection Contract

The Inspection contract serves to determine any deviations from the target state of the equipment or system with a report on the actual state and possible software updates. The rectification of any deviations found is not included in the scope of this contract.

## 3. Maintenance Contract

The Maintenance Contract covers all the terms of the Inspection Contract plus the rectification of any deviations from the target state found during inspection, in so far as this can be carried out by adjustment, tightening, cleaning, lubricating, changing small components, replacing worn parts and software upkeep through the delivery and installation of possible updates so far as these are operational on the existing equipment.

## 4. Repair and Maintenance Contract

The Repair and Maintenance Contract covers all the terms of the Maintenance Contract plus measures to restore the target state through

- the elimination of errors occurring during proper use of the equipment, also when the errors occur through natural wear and tear. PKE reserves the right to decide whether the overhaul will be carried out by repair or replacement of parts. Not included is a possibly necessary replacement of "out of service" components, which results in a change to another hardware platform or technology. "Out of service" components are components, which are already announced to the customer by PKE based on supplier information about their status "out of service" at the time of the disturbance.
- measures to prevent or hinder damage so far as PKE considers them necessary except in the course of system expansion on behalf of the customer.

## 5. Performance

- 5.1. All maintenance work will be carried out by PKE during the normal working hours of PKE. The client will make available the systems and equipment to be serviced for the time necessary to carry out the maintenance work.

The same applies if PKE considers it necessary to carry out work in the interests of security.

- 5.2. The client will make available all handbooks and documentation necessary for the maintenance work. The maintenance work will be carried out at the previously agreed location of the system or equipment.

When maintenance has been completed the client will receive a maintenance certificate.

- 5.3. The client agrees that maintenance work may also be carried out by service personnel in the form of remote maintenance.

## 6. Maintenance Fee

- 6.1. Unless otherwise agreed, the maintenance fee is based on the PKE prices for replacement parts valid on the day the contract comes into force and on the rates of pay laid down in the installation conditions of the Austrian High and Low Voltage Electricity Industry. The maintenance fee is made up of material and labour costs which shall be listed. The material costs are linked to the respective changes to the product-specific replacement part prices valid at PKE. The labour costs are linked to the changes in rates of pay laid down in the installation conditions of the Austrian High and Low Voltage Electricity Industry.

- 6.2. The maintenance fee is also based upon the size of the systems to be maintained. A change in the size of a system will result in a change in the contract.

- 6.3. The maintenance fee shall be paid annually in advance. Payments shall be made in the agreed currency without deductions and with all bank fees paid at the point of payment of PKE.

The client does not have the right to withhold payment or make deductions due to warranty claims or other counterclaims.

- 6.4. If maintenance cannot be carried out because the client company is closed or because of other action by the client, PKE has the right to charge the client for each notified maintenance attempt at the rate for service technicians for fully electronic systems as well as the expenditure incurred for maintenance work which is at all events necessary on the premises at the rates applicable at the time.

## 7. Additional Services

- 7.1. The client shall pay the normal PKE rates for the expenditure of time and material for the following additional services (including travelling time, distance supplement, travel expenses and other costs):

- the elimination of errors and repair of damage, in so far as they are not covered by the type of contract agreed
- technical changes and modifications to equipment and systems required by the client

- the first inspection and possible repair when PKE takes over the maintenance of a system which is already operational
- all repairs resulting from faulty operation or external influences (e.g. power cut, water damage and damage of all kinds)
- all costs for any approval and certification procedures
- the implementation of software updates, in so far as they are not covered by the type of contract agreed.

7.2. If work must be carried out outside normal working hours for reasons for which PKE is not responsible, the client shall pay for this work at the overtime rate applicable at the time. In addition, any expenditure incurred because work cannot be carried out in one visit or cannot be carried out after technicians have been sent to an agreed appointment for reasons for which the client is responsible, shall also be charged. Such work and waiting times shall be charged at the hourly rates valid at the time.

7.3. Maintenance work is also liable for costs within the guarantee period.

## **8. Liability/Compensation**

8.1. PKE is liable for damage in so far as intent or gross negligence is proven within the framework of the legal regulation to a maximum of EUR 400.000,- per accident. Liability for slight fault is excluded. Compensation for damages or financial losses, unrealised savings, loss of interest and damage claims from third parties against the client is excluded in every case.

8.2. In the case of failure to comply with the conditions of use in accordance with the purpose of use or official approval, any kind of compensation is excluded. In the case of loss or damage of data media, any eventual obligation to compensate does not include work to recover lost data.

8.3. The responsibility taken on by PKE under the terms of the contract expires in the case of intervention by unapproved persons; continuation of the contract then requires a complete inspection of the system or equipment at the client's expense. Any approved interventions made by the client independently of PKE shall be defined in a separate list.

8.4. PKE is not liable to pay compensation for false-/fraudulent alarms involving the equipment (systems) referred to in this contract, any expectation of compensation for reimbursement costs incurred by the client in cases of disturbance (e.g. security services) is excluded.

## **9. Contract Period/Cancellation**

9.1. The minimum contract period is one year. The contract period shall be extended for a further year if the contract is not cancelled at least six months before expiry of the annual term.

9.2. In the case that the client does not pay the maintenance fee, PKE has the right to withdraw from the contract before its expiry date.

9.3. In the case that the client passes on the equipment or the system to a third party, the client is still obliged to pay the maintenance fee unless the third party, with the agreement of PKE, enters the respective contract. PKE shall only refuse the entry of a third party into the contract for important reasons.

## **10. Other Conditions**

10.1. Replaced parts become the property of PKE

10.2. PKE can, in part or in whole, transfer the rights and obligations of the contract to a third party.

10.3. Modifications and supplements to these conditions require the written approval of PKE for their validity.

10.4. The client shall allow only PKE to carry out all work for the elimination of errors and repair of damages as well as upgrading and other modifications to equipment and systems – also when this work is demanded by the authorities.

10.5. Please note that peripheral equipment parts and their adjacent infrastructure must be provided on the customer's responsibility with sufficient protective measures in accordance with the norms and regulations in force. In Austria this shall comprise at least Norms EN 62305 and EN 50174 in force.

10.6. In so far as not otherwise agreed, the software conditions of use of the Austrian electronic industry and the general conditions of supply of the Austrian electronic industry valid at the time apply to this contractual relationship.

10.7. Austrian law is applicable and Vienna is the exclusive place of jurisdiction in case of disputes.

**Version April 2015**