

## Service conditions

of

**TechCare Solutions GmbH**  
**Birkenweg 25**  
**65623 Hahnstätten**

For systems sold by Opitz EDV Systeme GmbH in connection with the concluded maintenance contract.



### § 1 Subject matter of the contract

- 1) TechCare Solutions undertakes the hardware fault clearance of the systems specified in the respective voucher in accordance with the terms of this contract.
2. the contract begins on the day of invoicing by the vendor to the customer.
3. the term of the contract is at least 12 months and ends after the term specified in the voucher.

### § 2 Scope of services

#### 1. repair

TechCare Solutions will undertake the repair of faults on the machines specified in the voucher after telephone diagnosis and unsuccessful fault treatment.

TechCare Solutions is entitled to replace machines in whole or in part with equivalent machines or parts of the same type in order to fulfil the contract. In the case of replacement of complete machines, the consent of the user and/or the owner of the machines is required.

Replaced machines and parts become the property of TechCare Solutions.

Machines and parts installed by TechCare Solutions become the property of the customer. The retention of the disks by the customer (disk retention) must be expressly agreed.

#### 2. separately charged services

In addition to the basic service fee, the following services shall be charged separately:

- a) Work on electronic equipment outside the machines,
  - b) necessary corrections due to incorrect or improper installation or extension of the machines,
  - c) Adjustment of any extensions to the machines as long as they do not comply with the manufacturer's specifications or were not supplied by TechCare Solutions,
  - d) Measures for repair or increased maintenance expenses, arising from improper handling or use of the machines or improper modifications or attachments,
  - e) services to be covered by insurance, in particular electronics insurance,
  - f) increased service costs due to faulty installation, including power and air-conditioning conditions,
  - g) delivery of updates, software support and installations of software and its releases,
  - h) services for machines with warranty claims against third parties, insofar as these have not yet been invoiced within the TechCare Solutions service contract,
  - i) services provided at the request of the customer outside the time window agreed in the maintenance contract.
  - j) Consumable and wear parts such as toner, paper, accumulators/batteries, maintenance kits and their contents, print heads etc.
  - k) Parts and components that have exceeded their maximum supported life and/or the limit of their maximum use, as described in the manufacturer's operating manual, in the QuickSpecs for the product or in the technical product data sheet, will not be provided, repaired or replaced under this service.
3. The time period for fault rectification (service level) is specified individually in the voucher under SLA.

### § 3 Obligations of the customer

1. the customer assures that he is entitled to maintain the machines or equipment during the term of this contract.
2. the customer informs TechCare Solutions in writing in advance of any changes of location or configuration extensions.
3. the customer is responsible for the data backup before the start of the maintenance services.
4. accessories and documentation are to be kept and to be enclosed in case of dismantling or to be made available if required.
5. in case of systems with manufacturer's warranty, the customer assigns his claims to TechCare Solutions. TechCare Solutions is entitled to assert the customer's warranty claims against third parties. The customer is obliged to support TechCare Solutions in the assertion of the warranty claims.

### § 4 Liability

1. TechCare Solutions is liable for damages, as far as these arise from the fact that TechCare Solutions culpably or grossly negligently violates the contractual obligations incumbent upon it according to this contract, whereby the burden of proof for violation of obligations and fault lies with the customer, in deviation from § 280 para. 1 s.1 and s.2 BGB. Any further liability of TechCare Solutions is excluded.
- 2.

2. TechCare Solutions is not liable for the uninterrupted operational readiness, for lost profit, for savings not achieved, for consequential damages of any kind as well as for the loss of recorded data.

### § 5 Miscellaneous

1. Amendments and supplements to this contract must be made in writing to be effective. This also applies to the cancellation of the written form requirement.
2. the customer will authorise TechCare Solutions, if required, to commission the respective manufacturer with maintenance services.

### § 6 Final provisions

1. The contract is subject to German law.
2. the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of TechCare Solutions if the customer is a merchant.
3. should any provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions of this contract shall not be affected thereby. The invalid provision shall be replaced by the legally permissible provision which comes closest to the intended purpose. This shall also apply in the event of an unconsidered loophole.

Hahnstätten, im November 2023  
TechCare Solutions GmbH  
Birkenweg 25  
65623 Hahnstätten