

# General Terms and Conditions of Delivery and Service for ZoneLab GmbH

Valid from 01/2022

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## A. General Part

Terms and conditions applicable to all legal relationships between ZoneLab and the Customer

### I. General

1. The following terms and conditions shall apply to all deliveries and services and services provided by ZoneLab to the customer as well as any other legal relationships between the companies of ZoneLab and the Customer if the Customer is domiciled in Germany at the time of conclusion of the contract, and shall be deemed a part of the contract concluded between the respective ZoneLab company and the Customer. Customer's own terms and conditions shall not become part of the even if ZoneLab does not expressly object to them when accepting the order.
2. Verbal subsidiary agreements to concluded contracts do not exist. Subsidiary agreements and amendments to the contract must be in written form in order to be effective. This formal requirement can neither be annulled or set aside either verbally or tacitly.

3. The legal relations between ZoneLab and the Customer shall be governed by German law and apply exclusively, to the exclusion of the UN Convention on the (CISG) and German private international law.
  4. The place of jurisdiction for all disputes between the Customer and ZoneLab shall be the place of ZoneLab registered office, unless a different jurisdiction, shall be the registered office of ZoneLab. ZoneLab reserves the right to bring an action at any other permissible place of jurisdiction.
  5. The right to withhold payments or other own services or to set off or to set them off against counterclaims, the customer shall only be entitled only insofar as his right of retention or his counterclaims are undisputed, have been legally established or are ready for decision in favor of the customer. The plea of non-performance of the customer is not entitled to the defense of non-performance of the contract.
  6. ZoneLab is entitled to make technical modifications at any time to the extent that they serve to improve the product.
  7. In the course of contract initiation and execution, the processing of contact and interaction data of the customer's contact persons in necessary. ZoneLab processes this personal data on legitimate interest to ensure the traceability of the business relationship and to support the communication during processing of the contractual relationship. An appropriate level of data protection in compliance with Art. 44 et seq. is ensured within ZoneLab.
  8. For the purpose of initiating and processing the contracts as well as subsequent ZoneLab transmits employee contact data to the customer in order to facilitate orderly communication and performance and processing of services. The Customer may use this data only for the respective contractual relationship with ZoneLab.
- II. Time of delivery/service, delays in delivery/service
1. The time of delivery/service results from the agreements between ZoneLab and the Customer. It is only binding as a fixed date, if this has been expressly agreed. Compliance with it by ZoneLab presupposes that all commercial and technical details of the contract have been conclusively clarified between the parties and that the Customer has fulfilled all obligations incumbent upon him, such as special acts of cooperation, provision of materials or down payments, have been fulfilled. If this is not the case, the delivery/service time shall be extended reasonably. In the event of changes to the delivery/service that become necessary subsequently or that are requested by the customer, the delivery/service period shall be extended the delivery/service time shall also be extended appropriately.
  2. Insofar as a delay in delivery/service is due to unforeseeable circumstances for which ZoneLab is not responsible, ZoneLab shall not be liable for the delay; the time of delivery/service shall be extended appropriately. This shall also apply in the event of defective or untimely self delivery by ZoneLab itself, provided that ZoneLab has made an equivalent purchase and is not responsible for the defective or untimelyself-delivery. ZoneLab shall notify the Customer of the beginning and end of such circumstances as soon as possible.

3. In the event that unforeseeable circumstances for which ZoneLab is not responsible within the meaning of paragraph 2 make it difficult for ZoneLab to perform the contract for an unforeseeable or endangering the purpose of the contract for an unforeseeable period of time and the impediment to performance cannot be overcome by ZoneLab with reasonable effort ZoneLab is entitled to withdraw from the contract. In such cases, ZoneLab shall be obligated to inform the Customer without delay of the circumstances impeding performance and, after exercising its right to withdraw from the contract, to return to the Customer. Any claims of the Customer exceeding the claims for reimbursement shall be excluded.

### III. Terms of Shipment, Terms of Payment, Prices

1. The shipment of goods by ZoneLab to the Customer shall be governed by the INCOTERMS shipping clauses in their most recent version shall be deemed to be contractually included. Unless otherwise agreed, all ZoneLab shall be shipped in accordance with the INCOTERMS shipping clause "EXW (Ex Works). Insofar as agreed that ZoneLab shall insure the shipment, this shall only cover from the manufacturing plant to the border of the customer's premises
2. Unless otherwise agreed, all invoices issued by ZoneLab shall be payable within 15 days of receipt by the Customer without deduction to the account specified by ZoneLab. The date of the credit entry on the ZoneLab account shall be decisive for the timeliness of payment.
3. ZoneLab reserves the right to demand advance payment or a deposit from the Customer. Agreed prices are, unless otherwise specified, in each case net prices without the statutory value added tax, if any, as applicable the statutory sales tax in the amount applicable at the time of delivery or performance. applicable at the time of delivery or performance.

### IV. Retention of title

1. ZoneLab retains title to the object of the purchase contract, contract for work and materials or a contract for work and services until all payment obligations - also for any additional ancillary services owed - arising from the contract.
2. The Customer may not use the object of the contract subject to retention of title for any purpose whatsoever. The customer may neither sell nor pledge the object subject to retention of title pledge or assign it as security until all payment obligations have been fulfilled.
3. In the event of seizure, confiscation or other dispositions by third parties, the Customer shall immediately notify ZoneLab thereof.
4. In the event of breach of contract by the Customer, in particular in the event of default of payment, ZoneLab shall be entitled, after having withdrawn from the contract, to the contract and the Customer shall be obliged to surrender the goods. In this case ZoneLab may, at its own Customer to return the item at his own expense and risk to ZoneLab place of business. If ZoneLab chooses to pick up the item, the Customer shall allow ZoneLab unhindered access to the site and access to the item for the duration of the uninstallation and pickup, and to remove any obstacles to the collection at its own risk. ZoneLab may demand reimbursement from the Customer

for the costs of the uninstallation and collection, in addition to compensation for any other claim.

V. Claims due to defects ("Warranty")

1. If the object of purchase or the work performance is already defective at the time of the transfer of risk, ZoneLab shall be liable to the exclusion of further claims, but subject to liability for compensation in accordance with Section VI, only in accordance with the following provisions:

- 1.1 ZoneLab shall repair all defective parts of the subject matter of the contract at its own discretion or replace them free of defects ("Subsequent Performance"). ZoneLab shall use the appropriate and proportionate in view of the overall circumstances and the with regard to the costs involved. In the event of a replacement delivery, the Customer shall use for the replaced original delivery item (§§ 346 - 348 BGB) for the use of the replaced original delivery item.

- 1.2 The place of performance for the supplementary performance is the agreed destination of the subject matter of the contract. ZoneLab reserves the reserved the right to carry out repair work, if necessary, at the factory of ZoneLab factory. ZoneLab shall bear the costs of the including transportation, travel, labor and material costs (including removal and labor and material costs (including removal and installation or installation within the meaning of § 439 para. 3 BGB (German Civil Code), insofar as the subject matter of the contract in accordance with its nature and its contractually intended use, the subject matter of the contract was installed in or attached to another thing) up to the place of performance of the subsequent performance. In this respect, ZoneLab shall be at liberty to (including the removal and the installation or the mounting of the defective installation within the meaning of § 439, para. 3 of the German Civil Code (BGB)) necessary work, insofar as this is reasonable for the Customer. ZoneLab reserves the right to refuse the subsequent performance or to refuse the expenses of the subsequent performance, insofar as this would be disproportionate costs within the meaning of § 439 para. 4 BGB (German Civil Code). If the subject matter of the contract was delivered by the Customer to a place other than the contractually agreed place of destination and the expenses of the supplementary performance are increased as a result, the additional expenses shall be paid by the customer on the basis of the price list of ZoneLab valid at the time of performance, which shall be Customer upon request. Insofar as abroad shall be borne by the Customer, such costs shall be governed by the according to the rates applicable in the respective country.

- 1.3 Claims for damages may only be asserted in accordance with the provisions of Section VI may be asserted.

- 1.4 The assertion of claims for defects is excluded, if the defect is due to the customer not following the installation or operating instructions, failing to carry out the required maintenance of the object of the contract or has carried out maintenance contrary to the maintenance instructions (operating instructions). In the maintenance, original ZoneLab spare parts and consumables must be used.

- 1.5 For software, the provisions in Section IX shall apply in addition.

- 1.6 The exclusion of rights of the customer because of obvious or recognized defects that were not immediately notified (§ 377HGB), remains unaffected.

2. In the case of the purchase of used items, liability for defects is excluded, unless otherwise agreed.
3. Claims of the Customer based on fraudulently concealed defects or on the basis of a guarantee of quality or durability assumed by 2oneLab shall always durability guarantee shall always remain unaffected.

#### VI. Liability for damages

1. 2oneLab shall only be liable for damage which has not occurred to the subject matter of the contract itself, 2oneLab shall only be liable - for whatever legal reasons:
  - in case of intent, or
  - in the event of gross negligence on the part of the owner, the legal representatives, the organs or leading vicarious agents, or
  - in case of culpable injury to life, body, health, or
  - in the case of defects which 2oneLab has fraudulently concealed, or
  - within the scope of a guarantee commitment, or
  - insofar as liability for personal injury or property damage is mandatory under the mandatory liability for personal injury or property damage.

Further claims are excluded

2. 2oneLab liability is excluded in particular in the following cases excluded, unless 2oneLab Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties by the customer or third parties, normal wear and tear, faulty or negligent normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable improper maintenance, unsuitable equipment, defective construction work, unsuitable construction work, unsuitable building ground, chemical, electrochemical or electrical or electrical influences. If the customer or a third party improperly, 2oneLab shall not be liable for the resulting consequences. consequences. The same shall apply to any modifications of the object of purchase/service without prior approval by 2oneLab.
3. The statute of limitations for the customer's claims for damages based on defects in the based on defects in the object of urchase/service shall be governed by the regulations under section VII.
4. For software, the regulations under Section IX shall apply in addition.

#### VII. Warranty Period, Other Statute of Limitations

1. Claims due to defects, irrespective of the legal grounds, shall become statute-barred, unless otherwise agreed, upon expiry of twelve months.

- a) from the date of delivery (in the case of a purchase without any obligation on the part of 2oneLab to or installation of the subject matter of the contract), b) from the date of acceptance or deemed acceptance of the (cf. Section VIII.5.) by the Customer (in the case of a purchase with an obligation of (in the case of a purchase with an obligation on the part of 2oneLab to bring or installation of the subject matter of the contract, see Section VIII, as well as for work and services not involving the erection of a building the subject matter).
2. Insofar as 2oneLab renders services for supplementary performance, the period of limitation for claims based on defects shall only begin to run anew if 2oneLab has unconditionally acknowledged the obligation for subsequent performance. 2oneLab acknowledgement of its obligation to provide subsequent performance shall cause the limitation period to recommence only with respect to the acknowledged defects. 2oneLab shall not be liable for any supplementary performance as a gesture of goodwill shall not be deemed an acknowledgement of the defects complained of which would cause the period of limitation to recommence.
3. In all other respects, all other claims of the Customer against 2oneLab - irrespective of the legal basis - shall expire by twelve months from the time at which the Customer became aware of them or should have become aware of them without gross negligence.
4. The statutory limitation periods for claims under a right of recourse based on recourse (§ 445b BGB), in the case of intent, in the case of claims under the German Product Liability Act (Produkthaftungsgesetz) or in the case of work performances which the subject matter shall remain unaffected.

For certain deliveries and services, the following supplementary provisions of the following pages shall apply in addition.

#### B. Special Section

Terms and conditions which, in addition to the General Section, apply to certain deliveries and services

#### VIII. Provisions for machine tools, equipment, 3D systems

1. Pre-acceptance: If a pre-acceptance at the factory of 2oneLab has been agreed upon 2oneLab's factory prior to delivery, a standard procedure defined by 2oneLab will be carried out in order to prove the functionality. A protocol shall be drawn up on this, which shall to be signed by both parties.
2. Acceptance: The customer may only accept the object of the contract - irrespective of other claims for defects - only in the event of a material defect. Partial deliveries are permissible, as far as reasonable for the customer.
3. Contribution: The bringing in of the subject matter of the contract (= bringing of the delivery item from the means of transport to the place of installation) shall be 2oneLab only if this has been expressly agreed. If installation by 2oneLab has been agreed upon, 2oneLab shall owe the following services and shall bear the costs incurred by 2oneLab during the 2oneLab shall bear the risk limited by the following obligations of the Customer to cooperate limited risk: The subject

matter of the contract, including all accessory parts, shall be transported by a 2oneLab transport company commissioned by 2oneLab to the installation site and positioned at the installation site. All necessary lifting and transport equipment shall be included in the scope of the installation by 2oneLab. The customer shall support 2oneLab free of charge and ensure that (a) the installation site is free of obstacles, (b) the transport route does not exceed a length of 200 m, and (c) the transport route is in one level, in one piece, and free of interfering contours. A lifting of the object of the contract at the place of installation (e.g. because of due to oil pan or base) is not included in the scope of services.

4. Installation: The installation of the subject matter of the contract shall be owed by 2oneLab only if this has been expressly agreed. If the agreed, the parties shall owe each other the following services and acts of cooperation:
  - a. The installation of the contractual object at the final by a 2oneLab service technician or by a partner commissioned by 2oneLab. All requirements to be fulfilled by the customer are to be taken from the installation and operating conditions and the 2oneLab installation plan, which 2oneLab will provide to the Customer with the order confirmation and must be fulfilled by the Customer in due time.

In order to ensure a speedy and smooth process, the Customer must provide the service technician responsible for the installation, if necessary, to provide free of charge.
  - b. After installation, commissioning including functional testing by a 2oneLab service technician as part of a standard procedure defined by 2oneLab. If the machine is incomplete machine" within the meaning of the EC Machinery Directive 2006/42/EC, only the functional test is carried out, but not commissioning by 2oneLab.
5. Acceptance: If acceptance has been agreed by contract or is required by law, the required by law, acceptance of the subject matter of the contract shall take place within the framework of a standard procedure defined by 2oneLab.
  - a. The customer is obliged to accept the goods as soon as the functional test has been completed, unless there is a defect that restricts the usability of the goods. Insofar as partial functions of the subject matter of the contract can be used independently for production purposes and are ready for acceptance, the customer shall be obliged to perform partial acceptance. A record of the (partial) acceptance shall be drawn up and signed by both parties.
  - b. The (partial) acceptance shall also be deemed to have taken place if the customer
    - does not declare acceptance within a reasonable period of time set by him or does not declare acceptance within a reasonable period of time set by 2oneLab, or refuses acceptance even after repeated requests by 2oneLab, or
    - delays the commissioning or functional test without substantial and 2oneLab has the reupon set the Customer a reasonable period of time to cooperate.2oneLab has set the Customer a reasonable period of time for cooperation, which has elapsed unsuccessfully, or

- puts the subject matter of the contract into operation for production purposes.

6. Instruction: If agreed separately, the customer will be instructed on site at the same time, maximum of one day instruction of the customer in the operation of the subject matter of the contract.
7. Obstacles to performance during insertion, installation, commissioning, functional testing or instruction:
  - a. Unforeseen obstacles or technical functions are to be eliminated immediately by the customer. Any additional services owed or waiting times of ZoneLab that cannot be used for other otherwise usable shall be charged separately by the Customer in accordance with the ZoneLab price list in effect at the time of performance; additional of ZoneLab at the time of performance; additional costs incurred by third parties commissioned by ZoneLab shall be reimbursed by the Customer.
  - b. If the performance of the services is delayed for reasons that are not neither ZoneLab nor the third party commissioned by ZoneLab, ZoneLab shall be entitled to set the Customer a reasonable period of time to remedy the impediments. After period expires without success, ZoneLab may refuse to perform the services. The Customer may not invoke the fact that the services have not been rendered. ZoneLab may demand payment of the agreed remuneration after deducting the expenses saved and the income from any other use of its own labor.
8. The import, export or other transfer of the delivery item or individual or individual components may, under certain conditions, be subject to a permit requirement in Germany or abroad. The customer shall be responsible for obtaining the necessary official permits in necessary official approvals in good time.

## IX. Provisions for software

1. Insofar as software is included in the scope of delivery of a machine tool, system, laser or laser system, the customer shall be provided with a software license. laser or laser system, the customer is granted a non-exclusive right to use the software. non-exclusive right to use the software on the specific object of the on the specific subject matter of the contract. Use of the software on more than one system is prohibited.
2. Liability for defects in software:
  - a. Claims for defects due to software errors shall only exist insofar as the defect of the subject of the license restricts its usability limited by the defect. In all other respects, the provisions of the liability for defects and damages pursuant to Sections V to VII with the following following further restriction:
  - b. Any liability of ZoneLab for software malfunctions shall be excluded in the event of a concrete specific breach of the customer's duty of care in



connection with the software in connection with the software, for example insofar as

- i. the minimum requirements specified in the software license certificate for providing the customer with hardware and software are not fulfilled,
- ii. the Software without the express consent of ZoneLab, which consent ZoneLab is entitled to withhold its consent only for objectively justifiable ZoneLab is only entitled to refuse such consent for objectively justified reasons, if the Software is installed at the Customer's premises on hardware other than that specified in the Software License Certificate,
- iii. on the same hardware of the customer on which the software other than the software made known to ZoneLab at the time the software disclosed to ZoneLab at the time of the issuance of the software is or will be installed, or
- iv. the Customer has made changes to the licensed object without the prior express consent of ZoneLab,

unless the customer proves that the software malfunction is not due to a specific is not due to a specific breach of the customer's own duty of care.

### 3. Documentation and license certificate

- a. The customer receives documentation and a license certificate for the software. The software and the documentation are hereinafter jointly referred to as the subject of the license.
- b. The purchase of a multi-user license (e.g. second user license) entitles the customer to use the software acquired with the aforementioned user on an additional system. For multi-user licenses, no additional documentation is supplied. Each license automatically includes all upgrades purchased with the initial license.
- c. The customer is entitled to use the subject of the license for the purposes of its business operations in accordance with the provisions of the Software License Agreement and these General Terms and Conditions of Delivery and Terms and Conditions of Delivery and Service. The customer is not entitled to make the subject of the license available to third parties. The following shall not be deemed to be third parties employees of the customer and other persons used by the customer for the use of the software in accordance with the contract.
- d. The license is not limited in time. However, ZoneLab is the future use of the subject matter of the license if the customer, despite a prior written warning fails to refrain from violating the terms and conditions of the license; unless, violation occurs for reasons for which neither the customer nor his vicarious agents are responsible for.
- e. Unless otherwise specified in the software license certificate, the customer is the Software License Certificate, the Customer shall be entitled to use the licensed item computer central processing unit at the

same time. Simultaneous use on more than one more than one central processing unit requires the purchase of additional licenses or a a subsequent license. This shall apply accordingly to subsequent updates.

- f. The customer shall be entitled to reproduce the subject of the license in machine-readable form, insofar as this is necessary for the contractual use in accordance with the contract. He is in particular to make back-up copies to secure the future use of the licensed use of the subject matter of the license in accordance with the contract.
  - g. The customer is not entitled to modify the subject matter of the license for his own purposes of others or to make it accessible to third parties. Third parties shall not be deemed to be the customer's employees and other persons used by the customer for the contractual use of the licensed use of the subject of the license in accordance with the contract.
  - h. The customer is not entitled to grant third parties rights of use to the license object to third parties.
  - i. The software designated in the license certificate contains third-party software components. The customer is not entitled to remove software components from the software designated in the license certificate. The use of the software designated in the license certificate may only be used in accordance with the provisions of the permitted.
  - j. Ownership of any software data carrier and documentation separately handed software data carrier and the documentation shall remain with ZoneLab.
  - k. If the Customer is prohibited from further use of the subject of the license ZoneLab, the Customer shall retain the Licensed Materials owned by ZoneLab, including any software data carrier given to the Customer. The stored at the Customer's premises and all back-up copies at the Customer shall be deleted.
4. The provisions set forth in Section IX shall apply only to the extent that not otherwise regulated for individual software components. are regulated otherwise.

## X. General Provisions for services

In addition to the foregoing sections, the following provisions shall apply to all services, maintenance, repair or installation services ordered by the customer maintenance, repair or assembly services ordered by the customer on the basis of a separate contract including consultations, training, expert opinions, machine conversions (hereinafter uniformly referred to as "Services"), insofar as ZoneLab is not obligated to perform such Services for other services for other reasons, in particular on the basis of claims of the Customer pursuant to Section V.

- 1. Maintenance: Maintenance dates are agreed between the customer and ZoneLab at least four weeks before the desired maintenance date. maintenance date. Maintenance does not include repair services are included in the

maintenance. Repair services for which the following the following paragraph 2 applies, shall be charged separately to the Customer on the basis of the prices of ZoneLab valid at the time of performance, which shall be customer in advance upon request. For the duration of the maintenance operation, the maintenance personnel must have free access to the machine. the machine is not available for production work during this time.

2. Repair and installation services: If the Customer has not obtained the object of repair/assembly directly from purchased directly from ZoneLab, the Customer shall refer to any existing industrial property rights or copyrights with respect to to the item; provided ZoneLab is not at fault, the Customer shall indemnify ZoneLab against any claims of third parties arising from industrial property rights or copyrights.
  - a. As far as possible, the customer will be informed in the repair/assembly offer the estimated repair/assembly price, otherwise the customer may set cost the customer can set cost limits. If the repair/assembly cannot be carried out at these costs, or ZoneLab shall not considers it necessary to carry out additional work during the repair/assembly, the customer's consent must be obtained if the costs indicated the stated costs are exceeded by more than 15%. If repair/assembly is carried out, an estimate of costs with binding price binding price rates prior to the execution of the repair/assembly, this must be expressly demanded. Unless otherwise agreed, such a cost estimate shall only be binding in writing, agreed otherwise - shall only be binding if it is submitted in writing. It shall be to be remunerated according to the time spent. The services rendered for the the cost estimate shall not be charged to the customer, insofar as they are customer insofar as they can be used in the execution of the repair/assembly.
  - b. The customer is obligated to accept the repair/assembly service as soon as he has been notified of its completion and any agreed testing of the object of repair/assembly has taken place, unless the repair/assembly work has a defect which defect which restricts the usability. If the acceptance owed by the Customer is delayed through no fault of ZoneLab, it shall be deemed to have been accepted at the latest upon expiration of two weeks after of notification of completion of the repair/assembly. The acceptance shall also be deemed to have been effected as soon as the Customer has /assembly item is put into operation for production purposes.
  - c. As far as necessary for the execution of a repair/assembly, the object to be repaired/assembled - including any packaging and loading - shall be transported to ZoneLab or delivered to ZoneLab at the Customer's transported and, after completion of the repair/assembly transported back to the Customer or collected by the Customer. Customer shall bear the risk of transport. For the duration the repair/assembly at ZoneLab, the Customer shall at its own expense for insurance coverage of the object of repair/assembly against the usual risks. If the Customer is in default with the ZoneLab may charge storage costs for the return of the repair/assembly item or ZoneLab may charge storage costs or, at

ZoneLab's discretion, store the item ZoneLab's discretion, store the item elsewhere. The costs and risk of storage shall be borne by the customer.

- d. In the case of repair/assembly services on the customer's premises, the Customer shall at its own expense and in good time create all legal and technical prerequisites in his area and to support ZoneLab. Insofar as the Customer has the technical equipment (crane, lifting device, etc.) required for the technical equipment (crane, lifting device, transport rollers, forklift truck, commodities and materials, etc.) as well as the operating personnel, he shall use them to support the repair/assembly work in accordance with the repair/assembly as instructed by ZoneLab free of charge. The Customer shall take the special measures necessary for the and property on site. He shall inform ZoneLab of current and future safety regulations, insofar as these and future safety regulations, insofar as these are relevant to the repair/assembly are relevant. The customer shall also be responsible for:
  - i. Provision of heating, lighting, operating power, water, including the necessary connections,
  - ii. Provision of necessary, dry and lockable rooms for the storage of the tools of the repair personnel,
  - iii. Protection of the repair/assembly site and materials from damaging influences of any kind
  - iv. Cleaning of the repair site,
  - v. Transport of the assembly parts at the assembly site.

If the Customer fails to comply with its support obligations, ZonerLab shall be entitled, but not obligated, to perform the actions incumbent upon the Customer in its stead and at its and at the expense of the Customer.

- e. During the repair/assembly work, the repair/assembly personnel must have access to the machine; the machine is not available for production work during this time.
3. Trainings: Travel and accommodation expenses (in the case of on-site training, those of the speaker) shall be borne by the customer. For expressly agreed training courses that are not attended within three years of delivery of the subject matter of the contract, the customer's claim for performance shall lapse. If ZoneLab has delivered the product for which the Customer has ordered a training course, has been removed from the the confirmed training date from the delivery program without the Customer has made use of the training, the Customer's claim to training shall be customer's right to training shall be converted into a right to equivalent training on another training.
  4. Hourly rates, material prices, travel expenses: Services and material costs of materials used for services (spare parts, wear parts, lubricants) will be invoiced according to the prices of ZoneLab valid at the time of performance, which will be communicated to the customer and shown separately on the invoice.