

Terms and Conditions for Customer Support

of

Rommelag Engineering GmbH, Talstraße 22-30, 74429 Sulzbach-Laufen, Germany

and

Rommelag Switzerland AG, Fabrikweg 16, 5033 Buchs, Switzerland

1. Scope of Application

These Terms and Conditions for Customer Support (TCCS) apply exclusively to the use of telephone or written customer support provided by Rommelag Engineering GmbH and/or Rommelag Switzerland AG (hereinafter each referred to as “Rommelag”) by any customer who is not a consumer within the meaning of § 13 of the German Civil Code (BGB). The contract for the use of telephone or written customer support is concluded as soon as the customer submits a support request via the designated communication channels (in particular by telephone or e-mail) and Rommelag accepts it. Even in the absence of an explicit acceptance, the contract shall be deemed concluded no later than upon the commencement of the performance of the technical support services. The TCCS apply from the customer’s first request to Customer Support via the described channels and shall also apply to all future requests by the same customer relating to all Rommelag systems in the customer’s possession. For each future use of Customer Support, the then-current version of these Terms and Conditions for Customer Support (TCCS) and the then-applicable prices, as published or otherwise made available by Rommelag at the time of the respective request, shall apply, unless mandatory law requires otherwise.

2. Scope of Services

Customer Support includes all reasonable measures to remedy malfunctions of Rommelag BFS systems as well as of related services and systems provided by Rommelag in connection with system operation. This specifically includes:

- consultation and assistance provided by telephone or e-mail,
- tele- and videoconferences, including video support directly at the machine,
- research in relevant documents and IT systems,
- analysis and processing of customer inquiries,
- implementation of appropriate further steps to resolve the issue, e.g., recommending and initiating the organisation of a technician deployment.

The actual on-site technician deployment is offered separately and charged accordingly. Rommelag aims to process inquiries promptly and ensures that an initial response is provided no later than within one working day.

3. Remuneration

The use of Customer Support is subject to a fee unless the service is already covered by an existing Rommelag Service Agreement (RSA) or by existing warranty claims. If a fee is payable, the hourly rate is defined in the applicable Customer FAQ for Technical Support, which are available via the Rommelag Machine Hub ([Rommelag Machine Hub](#)). The currently applicable version of these General Terms and Conditions for Technical Support are available at <https://www.rommelag.com/en/downloads-and-certificates>. Billing is based on actual time spent, in 15-minute increments. All prices are exclusive of the applicable statutory VAT.

4. Billing and Payment Terms

Billing for services rendered under Customer Support takes place at the end of each quarter. The invoice will list all activities subject to remuneration pursuant to these TCCS that were incurred during the respective billing period. The invoice is payable without deduction within 30 days of receipt or in accordance with existing payment terms agreed between Rommelag and the respective customer. In the event of default, Rommelag is entitled, without further reminder, to charge statutory default interest. The customer may only offset claims that are undisputed or have been finally adjudicated. A right of retention may only be exercised with respect to counterclaims arising from the same contractual relationship on Customer Support.

5. Support Hours

Customer Support is available from Monday to Friday on German or Swiss working days, from 7:00 a.m. to 4:00 p.m. (CET).

6. Liability

Rommelag shall be liable for damages caused by intentional or grossly negligent conduct, for damages arising from injury to life, body, or health, and for claims under the German Product Liability Act, in accordance with statutory provisions. In all other cases, Rommelag shall be liable for slight negligence only if a duty is breached the fulfilment of which is essential for the proper performance of the contract, the breach of which jeopardises the achievement of the contractual purpose, and on the observance of which the customer may regularly rely (cardinal duty). In the event of a breach of a cardinal duty, liability is limited to the foreseeable damage

typical for the contract. Any further liability, particularly for loss of profit, failure to realise savings, indirect damages, and consequential damages, is excluded to the extent permitted by law. The customer is obliged to implement the instructions provided by Rommelag through qualified personnel and to comply with all safety regulations. Liability for damages resulting from unauthorised interventions or deviations from the provided instructions is excluded. Rommelag relies on truthful and complete information from the customer. Rommelag assumes no liability for damages resulting from incorrect, incomplete, or misleading information provided by the customer. The customer is required to back up its systems and data at regular intervals that reflect the state of the art and the significance of the data. Rommelag shall only be liable for data loss if the customer has complied with its data backup obligations and if the lost data can be restored with reasonable effort. Rommelag shall not be liable for events of force majeure that significantly impede the performance of services, temporarily hinder proper performance, or make it impossible.

7. Data Protection Information

7.1 In addition to our privacy policy available online (<https://www.rommelag.com/de/datenschutz>), we hereby inform you how we, as the controller, process personal data of individuals employed by the customer when the customer concludes contracts with us under these TCCS.

7.2 In connection with and for the purpose of performing pre-contractual measures and contractual obligations, we process the personal data of individuals employed by the customer that is required for performing and executing the contract.

7.2.1 This includes contact details within the professional sphere, such as name, address, department in which the individual is employed by the customer, affiliation with the customer, specific professional qualifications, proof of certifications or copies of corresponding identification documents, the individual's professional position with the customer, and, where necessary, date of birth.

7.2.2 Contract data such as contract subject matter, term, customer category.

7.3 The legal basis for the data processing is our legitimate interest in performing the contracts concluded with the customer pursuant to Art. 6(1) sentence 1 lit. f GDPR.

7.3.1 Where we collect and process personal data of individuals employed by the customer to comply with legal and/or regulatory requirements regarding proof of special qualifications—particularly medical-law-related or similar requirements—or to meet legal obligations arising from commercial or tax law, the legal basis is our legal obligation pursuant to Art. 6(1) sentence 1 lit. c GDPR in conjunction with the relevant statutory provisions.

7.3.2 Data will only be disclosed to third parties insofar as this is necessary to perform pre-contractual measures and contractual obligations, to protect our legitimate interests (for example, to tax or legal advisors), in the event of a partial or full sale of our company or business operations, or to assert or defend claims made by or against us or our affiliated companies, in accordance with Art. 6(1) lit. f GDPR, or if there is a legal obligation according to Art. 6(1) lit. c GDPR.

8. Amendments to These Terms

Rommelag reserves the right to amend these TCCS at any time. Amendments will be communicated to the customer in text form in a timely manner. If the customer does not object within two months of receipt of the notification, the amendments shall be deemed approved and will take effect upon expiry of this period.

9. Final Provisions

The law of the Federal Republic of Germany applies, excluding its conflict of laws provisions. The place of jurisdiction for all disputes arising from or in connection with these TCCS is the registered office of Rommelag Engineering GmbH. The customer's general terms and conditions shall not become part of the contract, even if attached to requests for quotations, orders, declarations of acceptance, etc., and even if not expressly rejected. Should individual provisions of these TCCS be wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.