

A. Unscheduled Maintenance service packages

1. Response times

“Response time 1” is defined as the time from when the customer’s fault report is received by the Central Call Desk (CCD) to when computer-supported or telephone-based remote service begins. “Response time 2” is defined as the time from when the customer’s fault report is received by the CCD to the service technician’s arrival on site. As a general rule, response time will be measured only during normal business hours (with continuation on the next working day, where applicable). Times outside normal business hours will not be counted in the response time calculation. KARDEX gives the customer a guarantee that it will meet response times 1 and 2. If the customer prefers a shorter response time, this can be specified using the predefined options in the “service agreement” deliverables package.

2. Fault reports

2.1. The CCD will accept fault reports and service parts orders for unscheduled maintenance for the product covered by the service agreement from Monday to Friday during normal business hours (8:00 a.m. – 5:00 p.m.), unless otherwise specified in the service agreement.

2.2. All faults must be reported to KARDEX by telephone or online, so that recording and classification of the fault can be undertaken within response time 1, and so that a decision on the need for an on-site callout can be made and the necessary arrangements initiated without delay. The situation will be identified as requiring on-site callout if elimination of the fault by the customer via the expert helpdesk or remote service diagnosis is unlikely to be possible or effective, and if there is an overwhelming probability that in the event of elimination of the fault only during normal business hours, the customer would incur a significantly greater loss, or in the case of immediate risk to the operator’s life and health. A situation requiring on-site callout is not present in the case of routine service and maintenance work that can be carried out during normal business hours.

2.3. KARDEX is obliged to investigate the fault only if it has been properly reported by the customer’s contact person as designated to KARDEX, and if the fault at the client’s location is reproducible or can be demonstrated by machine-generated outputs.

If a customer invokes the on-call service outside the contractually agreed on-call hours, KARDEX is not obliged to initiate an on-site callout in the event of a situation requiring such callout. If an on-site callout does, however, take place, the customer will be charged at double the current KARDEX customer service / hourly rate.

3. The “hotline” KARDEX service package (Expert Helpdesk)

3.1. KARDEX will provide the customer with an assigned hotline number and/or email address for the receipt of fault reports by the CCD specified in the service agreement.

3.2. The KARDEX Expert Helpdesk service technician will carry out a telephone troubleshooting procedure. If possible, KARDEX will start work on eliminating the fault within a response time 1 of two (2) hours, unless otherwise specified in the service agreement. Otherwise, KARDEX, by agreement with the customer, will initiate further repair and debugging actions, which the customer can order separately under the applicable charge rates and price lists, or commission under the relevant service packages provided in the service agreement.

3.3. Also included in the scope of service is the availability of a service technician on call for an on-site callout between a response time 2 of fourteen (14) hours, by agreement with the customer, if elimination of the fault will not be effective.

4. The KARDEX Remote Support Portal

4.1 Remote Assistance – The equipment is constantly connected to the remote portal. Through condition monitoring, a fatal equipment error is immediately transmitted to our Expert HelpDesk. The operator can also open a manual service ticket by pressing the HelpMe Button directly on the machine. If the customer allows it, HelpDesk technicians can temporarily connect to the machine over the Portal for a remote diagnosis and possibly a remote repair. The machine can be repaired more often over the remote portal compared to hotline only package, saving valuable uptime. If the machine cannot be repaired, a technician can be dispatched according to the response time.

4.2 Remote Analytics – The customer can access the remote support portal and see all the equipment’s status continently online, offering a higher process reliability. Furthermore, the portal offers insights through visualization of past services, equipment utilization and cycles. With these insights, the processes of the customer’s application can be continuously improved and optimized. Fluctuations in the equipment load during operation can thus be detected and solved at an early stage. The data is used to calculate the best possible service date, dynamically according to the customer’s requirements.

4.3. Also included in the scope of service is the availability of a service technician on call for an on-site callout between a response time 2 of twelve (12) hours, by agreement with the customer, if elimination of the fault by telephone will not be effective.

5. The “software support” KARDEX service package

5.1. KARDEX will provide the customer with an assigned hotline number and/or email address for the receipt of fault reports by the CCD specified in the service agreement.

5.2. The KARDEX software technician will start work within a response time 1 of one (1) hour on eliminating the fault by means of a computer-supported remote diagnosis or by guiding trained customer staff by telephone on the eliminating the fault by means of a software service patch or other appropriate actions, by remote access if possible. This includes logging of the reported fault, agreeing on any action required, and implementing such actions.

5.3. A software fault is present only if the use of core functions of the software is impossible or severely impaired, and/or

- the software produces incorrect results, which cannot be attributed to operating error by the customer; or
- there is an uncontrolled interruption of the running of the software that is not caused by a program interface; or

- use of the software is severely impaired or prevented in another manner contrary to correct functionality.

5.4. A software fault is not present in the case of problems for which the cause cannot be attributed to software supplied by KARDEX, but in particular rather to the software of other manufacturers, the customer’s hardware or operating system, the database or a parameterisation error on the part of the customer.

5.5. Fault elimination includes narrowing down the cause of the fault, fault diagnosis, elimination of the fault or restoring the operating functionality of the software by a workaround (implementation of temporary countermeasures).

The specific fault elimination action will generally be performed on KARDEX premises and provided to the customer by remote maintenance. KARDEX is, however, entitled to inform the customer of fault elimination actions by telephone or email. The customer is obliged to carry out the fault elimination actions specified by KARDEX without delay.

5.6. If, after a fault has been reported to KARDEX, it emerges that the problem is attributable to causes that are not covered by the KARDEX Software Support service package, KARDEX is entitled to bill the customer for the work actually carried out on eliminating or locating the fault, according to the KARDEX price list for such services current at the time.

6. The KARDEX “on-site callout” service package

This comprises the on-site intervention of the service technician on call, and is generally for the purpose of limiting damage to KARDEX products, and, if possible, the immediate repair following occurrence within a defined response time 2 corresponding to the type of the maintenance contract chosen with service parts available on site. The scope of the service does not include follow-up work, such as final repairs, the installation of supplied spare parts or cleaning, and advice to customer personnel or similar activities.

B. Scheduled Maintenance service packages

1. Timing

1.1. The CCD will agree with the customer in advance on scheduled maintenance for the product specified in the service agreement, from Monday to Friday in normal business hours (8:00 a.m. – 5:00 p.m.).

1.2. Scheduled maintenance will be carried out under the relevant service package, by agreement with the customer, from Monday to Friday during normal business hours (8:00 a.m. – 5:00 p.m.). If the customer does not make a sufficient number of timeslots available, it forgoes the right to performance of the contractual service. If the customer wishes to have scheduled maintenance work carried out outside normal business hours and a service technician is available at that time, a surcharge according to current KARDEX rates will be billed separately.

1.3. If the customer cancels or postpones a timeslot arranged as firm less than 48 hours before the start of the timeslot, it is required to reimburse the relevant costs at the usual KARDEX rates, or will forgo the right to the contractual service. As a general rule, KARDEX is entitled to bill the costs of wasted trips to the customer’s location or on-site waiting times in excess of 15 minutes separately at the usual KARDEX customer service hourly rates current at the time of the scheduled timeslot.

2. The KARDEX “plant/machine maintenance” service package

2.1. With the help of an expert and duly authorised service technician, KARDEX carries out maintenance on the product according to a device-specific maintenance protocol and in accordance with the maintenance intervals specified in the service agreement.

2.2. The service package also includes an annual check of technical features for ensuring personnel safety in accordance with current manufacturer specifications and current standards/directives for the product.

2.3. The checks under applicable standards/directives will be recorded by KARDEX in the product test register maintained by the customer. KARDEX will place a sticker (testing mark) on products for which the prescribed tests do not find any personnel safety defects, showing the due date for the next test. The result of the test will be recorded in the service log, and signed by the service technician and the customer following performance of the test.

2.4. If the check carried out by KARDEX finds defects that affect personnel safety or product safety, KARDEX is entitled and obliged to decline to place the entry in the test register and apply the test mark, while still being entitled to charge for the service. In this case, the customer is required to arrange for appropriate repairs to the product on the basis of the test report. Following the repair to the product, a further test may be carried out and documented by KARDEX.

2.5. The service technician will supply the tools and testing devices required for performing the assignment. The defects identified will be reported to the customer for the ordering of individual servicing (repair), to be billed separately according to the current customer service/hourly rates. The type of fault elimination (repair or replacement of the defective part) is at the discretion of KARDEX.

2.6. In the case of an all-in service agreement, the following applies: the scope of the service agreement includes work for scheduled maintenance from Monday to Friday during normal business hours, including return travel time, travel costs and the required lubricant, and the elimination of defects found, including the required spare parts. The elimination of defects arising for the reasons stated below will, however, be billed separately according to the current customer service hourly rates and spare parts prices, if KARDEX is contracted for the repair: (a) inappropriate use or use not for the intended purpose, (b) faulty installation or commissioning by the customer or a third party, (c) alteration, maintenance, repair or relocation of the product by the customer or a third party, (d) excessive wear due to circumstances within the customer’s control, (e) faulty operation or negligent treatment of the products, (f) use of inappropriate service fluids or replacement materials, (g) defective construction or unsuitable foundation soil on the customer’s site, (h) chemical or electronic effects, for all the preceding, if not due to fault on the part of KARDEX, and further (i) untrue statements by the customer or its advisers on the operational and technical prerequisites for use of the products, and (k) force majeure, acts of war or terrorist acts.

2.7. For all other service agreements, the following applies: work for scheduled maintenance from Monday to Friday during normal business hours, including return travel time, travel costs and the required lubricant, are included in the service.

availability agreement with KARDEX, this can be separately specified and ordered in the service agreement.

3. The KARDEX "software maintenance" service package

3.1. KARDEX will carry out the "software support health check" (database, disk space, configuration, etc.) on the KARDEX software specified in the service agreement (licence number), in accordance with the intervals specified in the service agreement and timeslots agreed with the customer, through an expert and duly authorised software technician. To the extent possible, this will be carried out by remote access. This includes logging in accordance with the KARDEX Software Health Check Checklist.

3.2. With this service package, the customer also obtains the right to the supply and installation of software upgrades, service releases and software updates.

3.3. "Software upgrades" are new versions of a KARDEX software application that, as well as eliminating bugs, contain essentially new functions or markedly extend the use spectrum, flexibility or productivity, to which the customer's warranty in respect of defects does not apply. Along with the right to obtain the data carrier with the new software upgrade, the customer receives a description of the performance features of the software upgrade.

3.4. "Service releases" are used to eliminate bugs in a KARDEX software application, and do not contain any new functions. They generally combine a number of software patches/updates.

3.5. "Software patches/updates" fix individual bugs for the eliminations of defects in KARDEX software.

3.6. The originally acquired right of use for the software remains valid. The general terms and conditions of the provision for use of KARDEX software apply, in their latest version, equally to the initially acquired right of use for the software and to software upgrades, software releases and software updates.

3.7. The following activities are not included in the "software maintenance" service package:

- training in the use of normally functioning software;
- migrations;
- supply of enhancements to the software that do not serve the purpose of eliminating faults;
- new installations;
- changes of database;
- changes of server versions (application services);
- supply of enhancements that change the application (e.g. additional client licences, extraction licences, additional modules);
- hardware replacement;
- advice and support regarding customer-developed software;
- assistance with the elimination of problems caused by the use of hardware and/or software components not referred to in the agreement;
- elimination of problems caused by changes to the software made by the customer or other forms of interference with the software;
- elimination of problems caused by use of the software on devices that have not been properly maintained, by use contrary to the intended purpose or combination with software not notified in advance;
- elimination of problems caused by failure to back up programs and/or data correctly (in a manner appropriate for the application), or defective back-ups;
- elimination of problems caused by a change of hardware or change of configuration, respectively;
- elimination of problems caused by changes in the application design made by the customer or a third party, changes made in the customer's IT system environment, or defective training in the operation and use of KARDEX software;
- elimination of defects or damage caused by inappropriate use of the software by the customer, actions of a third party or force majeure, acts of war or terrorist acts;
- elimination of defects or damages at the installation location caused by non-interruption-free power supply, defective hardware or other effects within the control of the customer or third parties, which have impacts on the software.

C. "Service parts" service packages

1. Purchase orders

Unless otherwise agreed, the CCD will accept service parts purchase orders from Monday to Friday, during normal business hours (8:00 a.m. – 5:00 p.m.) for unscheduled and scheduled maintenance.

2. The KARDEX "service parts" service package

2.1. KARDEX will supply the customer with the service parts that according to the professional assessment of KARDEX are needed for the repair or debugging of the product. The service parts to be supplied may be either new service parts or as-new service parts that are equivalent to new service parts in terms of functionality, performance and storage life.

2.2. Service parts held in stock will be delivered the following business day if the purchase order has been submitted to KARDEX by 5:00 p.m. If the customer wishes faster delivery (e.g. early courier delivery), this will be billed separately.

3. The KARDEX "stock maintenance" service package

This includes stock replenishment and replacement, at the professional discretion of the service technician, of the parts that will be required for an immediate repair of the product after the arrival of the service technician, to eliminate the service part delivery time component of the time needed for the repair. The on-site service parts to be acquired in advance by the customer under this service package for the product specified in the service agreement will be determined according to the professional assessment of KARDEX. The replaced service parts become the property of KARDEX. The customer is obliged to send the replaced parts to KARDEX. If the customer wishes to have an