Terms and Conditions

of

protec IT-Solutions GmbH
Fahrgasse 5
65549 Limburg/Lahn

for used equipment linked to service contract no. 160101 and sold by Tradeo GmbH, Berg 24, 84104 Rudelzhausen

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§ 1 Subject of the agreement
1. In accordance with the terms of this agreement, protec shall undertake hardware debugging of the systems referred to in the respective vouchers.
2. The contract shall begin on the date the Seller invoices the Customer.
3. The agreement shall have a minimum term of 12 months, ending after the term specified on the voucher.

§ 2 Scope of services
1. Repairs
protec shall undertake the repair of faults on the devices mentioned on the voucher following telephone diagnosis and unsuccessful troubleshooting.
In order to fulfil the contract, protec is entitled to replace equipment wholly or partly with equivalent equipment or parts of the same type. If the complete machine is to be replaced, the consent of the user and / or the owner of the machine is required.
Replaced equipment and parts shall become the property of protec. Equipment and parts built by protec shall become the property of the customer after payment. Disk retention by the customer must be expressly agreed.
2. Separately invoiced services
The following services are charged separately and in addition to the basic service charge:
a) Work on electronic devices outside the equipment
b) Any necessary corrective action due to incorrect or improper installation of the equipment or additions thereto
c) Customisation of any additions, insofar they do not meet the manufacturer's specifications or were not provided by protec
d) Repair measures or increased maintenance costs caused by improper handling or use of the equipment or improper modifications or additions
e) Services which are to be covered by the protection of insurance, in particular electronic insurance
f) Increased service costs resulting from poor installation, including power and climate conditions
g) Supply of updates, software support and installation of software and its releases
h) Services for equipment with
Warranty claims against third parties, provided that they have not yet been calculated within the protec service contract
i) Services that are provided at the customer's request outside the timeframe agreed in the maintenance certificate
j) Consumables and spare parts such as toner, paper, battery packs/batteries, maintenance kits and their contents, print heads, etc.
k) Parts and components that have exceeded their maximum supported lifetime and / or the limits of their maximum use, as described in the manufacturer's operating manual, the QuickSpecs for the product or in the technical product data sheet, shall not be repaired or replaced as part of this service.
3. The troubleshooting time frame (service level) shall be set individually in the voucher under SLA.
4. Regional limitations
The following regions of Europe are excluded from contract fulfilment and require mandatory prior approval by protec:
All EU islands, Sweden, Finland, as well as all non-EU countries.

§ 3 Obligations of the customer
1. The customer pledges that it is entitled to the maintenance of equipment or systems during the term of this agreement.
2. The customer shall inform protec in writing in advance of any location changes or configuration extensions.
3. The customer shall be responsible for backing up data before maintenance services begin.
4. Accessories and documentation shall be kept and shall be handed over when the equipment is dismantled or made available as needed.
5. The customer shall assign its claims to protec for systems with manufacturer's warranty. Protec is entitled to assert the customer's warranty claims against third parties. The customer shall undertake to support protec should it assert warranty claims.

§ 4 Liability
1. protec shall be liable for damages that arise due to its obligations under this agreement being breached as a result of culpable violations or gross negligence, the burden of proof for negligence and culpable violation shall lie with the customer, notwithstanding § 280 para. 1 Points 1 and 2 BGB [German Civil Code]. Any further liability of protec shall be excluded.
2. protec shall not be liable for uninterrupted availability, loss of profit, unachieved savings, consequential damages of any kind and the loss of recorded data.

§ 5 Miscellaneous
Changes and additions to this contract must be in writing to be effective. This also applies to the annulment of the requirement for written form.
2. The Customer shall give protec the right to assign maintenance services to the respective manufacturer, if necessary.

§ 6 Final Provisions
This contract is subject to German law.
2. The exclusive place of jurisdiction for all disputes arising from this agreement shall be the business headquarters of protec.
3. If any provision of this contract is or shall become invalid, the validity of the remaining provisions of this agreement shall not be affected. The invalid provision shall be replaced by the legally permissible provision that comes closest to the intended meaning of the invalid provision. This also applies in the case of accidental loopholes.

Limburg/Lahn, December 2021
protec IT-Solutions GmbH, Fahrgasse 5, 65549 Limburg/Lahn