

TRACTO

MAINTENANCE CONTRACT
FOR 18ACS/N & 20ACS/N



ADVANCED TRENCHLESS TECHNOLOGY

SERVICE DESCRIPTION

At TRACTO, we don't just want to sell you a machine - we want to provide you with expert service and the best possible support throughout its entire lifespan so that you can fully focus on your business. To achieve this, we offer a range of service solutions.

Our maintenance contract ensures consistently high machine availability and reliability while preventing unexpected costs and extending the lifespan of your equipment. All maintenance work is carried out according to TRACTO's latest service guidelines and using genuine spare parts.

FEATURES

COST CONTROL

ADVANTAGES & BENEFITS

With our maintenance contracts, you benefit from a clear and predictable cost structure that helps you better plan your budget and avoid unexpected expenses.

Fixed and calculable costs provide you with maximum cost transparency and planning security. Price stability throughout the entire contract period ensures consistent pricing and protects you from unexpected cost increases. Additionally, you gain cost advantages by relying on TRACTO service and improved cost control through offered additional services.

MACHINE AVAILABILITY

Regular maintenance ensures the stability and reliability of your machines, reduces downtime, and maximizes operational readiness. It enhances efficiency and productivity, extends the lifespan of your equipment, and increases its resale value. Preventive measures detect and resolve minor issues early to prevent major failures.

PEACE OF MIND

Benefit from a standardized service based on a maintenance plan that ensures access to qualified technicians and their specialized expertise. Additionally, the use of genuine spare parts guarantees the longevity and reliability of your machines.

ENQUIRY

MAINTENANCE CONTRACT 18ACS/N & 20ACS/N

Company:

Street:

Postal Code/ City/ Country:

Contact Person:

Phone:

E-Mail:

TYPE/MODEL

SERIAL NUMBER

YEAR OF CONSTRUCTION

MAINTENANCE CONTRACT

START OF CONTRACT

CONTRACT DURATION

☐ 1 year

☐ 2 years

☐ 3 years

MACHINE CONDITION

☐ New machine

☐ Used machine

Operation hours:

Last maintenance:

Date of last maintenance:

OTHER NOTES

CONDITIONS

FOR MAINTENANCE CONTRACTS

1 SUBJECT MATTER OF THE CONTRACT

The subject matter of the maintenance contract between TRACTO and the customer is the provision of maintenance and inspection services („maintenance services“) by TRACTO on the customer's TRACTO product („machine“).

2 PLACE OF PERFORMANCE

The place of performance corresponds to the country where the machine is sold.

3 SCOPE OF SERVICES

- 3.1 The maintenance services to be provided by TRACTO under the maintenance contract for the machine include the following tasks:
 - a) Labor costs for maintenance and inspection work according to the manufacturer's specifications for the contractual product
 - b) Material costs for maintenance and inspection work according to the manufacturer's specifications for the contractual product
- 3.2 TRACTO reserves the right to make technically necessary changes to the maintenance program. The changes will be made in consideration of operational necessities and technical requirements.
- 3.3 Additional work not mentioned in Section 3.1 (including the replacement of wear parts) is not covered by the maintenance contract. TRACTO shall submit a separate offer to the customer for additional work and shall only carry out the additional work after the customer has placed the corresponding order.
- 3.4 All maintenance work must be carried out by persons authorized by TRACTO. Repair of existing damage or other problems is not part of the maintenance contract.
- 3.5 TRACTO performs the maintenance services - depending on the agreement - either in a suitable TRACTO customer center or at the customer's premises in a appropriate workshop area. TRACTO does not perform maintenance services on construction sites. Any transportation costs incurred shall be borne by the customer.
- 3.6 If the maintenance services are not performed at an TRACTO customer center, the travel costs for TRACTO to and from the location where the maintenance services are performed will be invoiced separately to the customer. The travel costs will be charged according to the price lists of TRACTO or an authorized service partner, taking into account any existing special agreements.
- 3.7 The provision or supply of spare parts by the customer for the performance of maintenance services is not permitted. All spare parts required for the performance of the maintenance services will be provided exclusively by TRACTO, unless otherwise agreed.
- 3.8 Maintenance work will be carried out exclusively during regular business hours. Maintenance work outside these hours requires the prior written consent of both parties.

4 OBLIGATIONS OF THE CUSTOMER

- 4.1 The customer undertakes to have the maintenance services performed by TRACTO at the maintenance intervals agreed with TRACTO. The maintenance services must be carried out within a certain grace period after reaching the respective maintenance interval. Unless otherwise agreed, the grace period is 40 operating hours in the first year after the delivery of the new machine. After the first year, the grace period is 100 operating hours. If the grace period is exceeded for reasons attributable to the customer without TRACTO having previously performed the maintenance services, the customer's right to have the maintenance services performed for the maintenance interval in question lapses. The performance of the maintenance services for the maintenance interval in question will then be at the discretion of TRACTO.
- 4.2 The customer undertakes to register maintenance services with TRACTO sufficiently in advance, but at least 3 weeks before the intended maintenance date.
- 4.3 If the maintenance services are to be performed at the customer's premises rather than at an TRACTO customer center, the customer undertakes to ensure that the machine is located at a site that meets the following requirements:
 - a) Access: The site must be easily accessible, allowing TRACTO unrestricted access and enabling the necessary tools and equipment to be brought there without difficulty.
 - b) Work surface: The site must have sufficient space to safely maintain and repair the machine. In particular, this includes a level and stable work surface that is free of obstacles. In addition, the location must be equipped with a pit or lifting platform.
 - c) Environmental Regulations and Standards: The site is approved in accordance with applicable environmental regulations and standards for oil contamination.
 - d) Safety Precautions: The site must comply with all applicable and relevant safety regulations and standards, including adequate lighting, ventilation, and emergency exits.
 - e) Power and Water Connections: The site must have suitable power and water connections that are necessary for the performance of the maintenance services.
 - f) Environmental Factors: The site should be protected from extreme weather conditions that could affect the performance of the maintenance services.
 - g) Storage of Spare Parts and Tools: The site should have a secure and suitable area for the storage of spare parts and tools.

- 4.4 If and as long as the customer's site does not meet the requirements specified in Section 4.3 (a) to (g), TRACTO reserves the right to refuse the performance of the maintenance services. The decision as to whether the requirements specified in Section 4.3 (a) to (g) are met is at the discretion of TRACTO.
- 4.5 The customer undertakes to ensure that the machine is free and directly accessible during the agreed maintenance times. This includes providing unobstructed access to all relevant areas of the machine to enable proper performance of the maintenance services by TRACTO.
- 4.6 The customer undertakes to provide TRACTO with the machine in a clean and proper condition for the performance of the maintenance services. If this is not the case, TRACTO reserves the right to invoice the customer separately for the cleaning costs.

5 REMUNERATION

- 5.1 TRACTO shall receive the contractually agreed remuneration from the customer for the maintenance services.
- 5.2 The agreed remuneration is payable annually in advance on the contract's closing date. In the event of default in payment, the statutory default interest pursuant to Section 288 of the German Civil Code (BGB) shall apply.
- 5.3 Refunds in the event of non-utilization of the services is excluded.

6 LIABILITY

- 6.1 Liability is governed by the General Terms and Conditions of Sale and Delivery of TRACTO-TECHNIK GmbH & Co. KG.

7 NON-TRANSFERABILITY

If the customer sells the machine to a third party, they have no claim against TRACTO for the transfer of the maintenance contract to the third party.

8 CONTRACT TERM, TERMINATION

- 8.1 The term of the maintenance contract corresponds to the agreed period and begins on the agreed date or, if no date has been agreed, on the date of signing the maintenance contract by both parties.
- 8.2 This Agreement shall terminate automatically, without the need for notice of termination, upon the occurrence of the first of the following events:
 - a) the expiry of the contractually agreed term, or
 - b) the complete and proper provision of all contractually owed services.
- 8.3 During the term of the maintenance contract, the right to ordinary termination is excluded.
- 8.4 The right to terminate the contract for good cause in accordance with the statutory provisions remains unaffected. A good cause for termination for both parties exists, in particular, in the event of the sale, theft, or total loss of the machine or other compelling reasons that prevent the customer from continuing to use the machine. A good cause for termination for TRACTO exists in particular if the customer is more than 30 days in arrears with a due payment.
- 8.5 Any notice of termination must be made in writing.

9 APPLICABLE LAW, PLACE OF JURISDICTION

- 9.1 The maintenance contract and these terms and conditions for maintenance contracts are subject to German law.
- 9.2 If the customer is a merchant or a legal entity under public law or has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from and in connection with this agreement is Lennestadt, Germany.

10 FINAL PROVISIONS

- 10.1 The General Terms and Conditions of Sale and Delivery of TRACTO-TECHNIK GmbH & Co. KG in the currently valid version are an integral part of the contract and apply in full.
- 10.2 The provisions of the maintenance contract and these Terms and Conditions for Maintenance Contracts shall additionally apply. Deviating, conflicting, or supplementary conditions of the customer (e.g., the customer's general terms and conditions) shall only become part of the contract if TRACTO has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if TRACTO provides the maintenance services to the customer unconditionally while being aware of the customer's conflicting or deviating conditions.
- 10.3 Should individual provisions of these conditions for maintenance contracts be or become invalid, the validity of the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by the relevant statutory regulations, if available. If adherence to the contract as a whole, even considering the changes provided for in the preceding sentence 2, would represent an unreasonable hardship for one of the contracting parties, the contract as a whole shall be invalid.