

## Order for remote maintenance / training



Please send the signed and completed form to TIRA GmbH, Material Testing,  
Fax: +49 36766 280-99 or by e-mail to: [wpt@tira-gmbh.de](mailto:wpt@tira-gmbh.de).

### Details of the client:

Company: \_\_\_\_\_

Contact person: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

Street/house no.: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

### Subject of order, information:

Machine type; Serial no.: \_\_\_\_\_

Notes: \_\_\_\_\_

### Conditions:

Billing will be based on time spent and 15 minutes started (time cycle) at an hourly rate of 96.00 EUR per hour. Included is the connection of TIRA GmbH via the Internet, the use of the software, incurred telephone costs for calls in the German landline network and the working time of a TIRA support employee.

We hereby commission TIRA GmbH to carry out work on the computer system of our material testing machine(s). This work will be carried out under the above conditions by remote maintenance / remote access. With the invoice we receive a session protocol which informs us about the exact duration of the session.

Before the remote maintenance / training is carried out, I make sure that my data files are backed up (data backup). I am aware that only a part of possible problems can be solved by remote maintenance via data lines. Especially in case of malfunctions of the operating system or hardware, it is often necessary to deploy additional service technicians on site.

The contractor is not liable for any malfunctions or impairments at the client's premises unless they are due to intent or gross negligence on the part of TIRA GmbH employees. The contractor does not owe the user any success of his activities via remote data maintenance. However, if possible, ways will be sought to provide support for the respective current problem.

In addition, the general terms and conditions of TIRA GmbH apply. These can be viewed at <https://www.tira-gmbh.de/en/bereich-unten-en/terms/>  
All prices quoted are subject to value added tax at the statutory rate.

### Place, date, stamp and signature:



UniCredit Bank - HypoVereinsbank  
Commerzbank AG Coburg  
Landesbank Baden-Württemberg  
VR-Bank Coburg  
Sparkasse Sonneberg

DE49 7832 0076 0001 4051 28  
DE91 7834 0091 0855 3893 00  
DE02 6005 0101 0002 8233 0  
DE54 7836 0000 0001 8917 07  
DE30 8405 4722 0304 1559 50

HYVEDEMM480  
COBADEF783  
SOLADEF600  
GENODEF1COS  
HELADEF1SON

Managing director Daniel Trommer  
Local court Jena HRB 302424  
VAT Reg. No DE 154396300

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Addendum to the general terms and conditions of TIRA GmbH.  
Terms and conditions for remote maintenance of TIRA GmbH (as of 2015-06-23)

### §1. General

The following General Terms and Conditions (GTC) for remote maintenance are the basis for all remote maintenance work of the company TIRA GmbH and part of the general terms and conditions of TIRA GmbH.

### §2. Service and liability - PC remote maintenance and support

- 2.1 The basis for the services within the scope of remote maintenance is the remote maintenance agreement signed by the client.
- 2.2 The client is solely responsible for backing up all data (including the operating system and software). TIRA GmbH accepts no liability whatsoever for any loss of data that occurs during remote maintenance. Compensation for consequential damage and financial loss, unearned income, loss of interest and damage arising from third-party claims against the contractor is excluded in all cases.
- 2.3 The support PC at the service provider (TIRA GmbH) is located in a LAN specially created for remote maintenance with separate access to the Internet. This isolated solution has no physical (network-technical) contact with the company LAN of TIRA GmbH.

### §3. Execution date

The contractor shall endeavor to execute the support as quickly as possible. There is no entitlement to an execution date.

### §4 Remote maintenance and support

There is no entitlement to service. TIRA GmbH reserves the right to refuse the service without stating reasons or to set a later date for this in the event of impossibility in terms of time or space. TIRA GmbH shall record all remote maintenance and support activities.

### §5. Warranty/exclusion of liability

Notices of defects are only valid if they are documented within 3 working days of receipt of the agreed service. In case of a justified notice of defects, the defects will be repaired within a reasonable period of time.

### §6. Prices and terms of payment

Invoicing shall be based on the time spent and the number of 15-minute intervals (time cycle) at an hourly rate of 96.00 EUR per hour plus the currently valid statutory value-added tax. Services used are to be paid within 7 days after receipt of the invoice and without deduction.

### §7. Industrial property rights and copyrights of third parties

- 7.1 TIRA GmbH accepts no liability for the contractual products not infringing any industrial property rights or copyrights of third parties. The customer must inform TIRA GmbH without delay of any claims made against it for this reason.
- 7.2 TIRA GmbH accepts no liability for missing software licenses.

### §8. Purpose limitation

Personal data which become known to the Contractor in the course of the performance of this contract shall only be used by the Contractor for the purposes of maintenance. Data will not be passed on to third parties.

