



PRODUCT APPENDIX B: ASSEMBLY WORK

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1. Assembly work.

- 1.1. If assembly work is carried out, the following regulations shall apply.
- 1.2. The customer must support UMH in carrying out the installation, in particular in installing the sensor technology, laying the cables and providing the necessary electrical and network connections.
- 1.3. The customer must take the special measures necessary for the protection of persons and property on the production machine. He must also inform UMH of existing special safety regulations, insofar as these are relevant.

2. Acceptance

- 2.1. The customer is obliged to accept the installation as soon as he has been notified of its completion and any contractually stipulated testing of the installed object has taken place. If the assembly proves not to be in accordance with the contract, UMH is obliged to remedy the defect. This does not apply if the defect is insignificant for the interests of the customer or is based on a circumstance that is attributable to the customer. If there is an insignificant defect, the customer cannot refuse acceptance.
- 2.2. If the acceptance is delayed through no fault of UMH, the acceptance is deemed to have taken place after two weeks have elapsed since notification of the completion of the installation.
- 2.3. With the acceptance, the liability of UMH for recognizable defects is cancelled, as far as the customer has not reserved the assertion of a specific defect.
- 2.4. After acceptance of the assembly, UMH is liable for defects in the assembly to the exclusion of all other claims of the customer in such a way that the customer must rectify the defects. The customer must immediately notify UMH in writing of any defect found.

3. Liability and warranty

- 3.1. UMH is not liable if the defect is insignificant for the interests of the customer or is based on a circumstance that is attributable to the customer.



- 3.2. In the event of any improper modifications or repair work carried out by the customer or third parties without the prior approval of UMH, UMH's liability for the resulting consequences is cancelled. Only in urgent cases of danger to operational safety and to prevent disproportionately large damages, in which case UMH must be notified immediately, or if UMH - taking into account the legal exceptions - has allowed a reasonable deadline set for it to remedy the defect to expire fruitlessly, does the customer have the right, within the framework of the legal regulations, to remedy the defect itself or have it remedied by third parties and to demand compensation from UMH for the necessary costs.
- 3.3. In the case of a justified complaint, UMH will bear the direct costs arising from the rectification of defects, insofar as this does not impose a disproportionate burden on UMH.
- 3.4. If UMH - taking into account the legal exceptions - allows a reasonable deadline set for the rectification of defects to expire fruitlessly, the customer has the right to reduce the price within the framework of the legal regulations. Only if the installation is demonstrably without interest for the customer despite the reduction, the customer can withdraw from the contract.
- 3.5. UMH is liable for damages - for whatever legal reasons - only
 - a. In the case of intent,
 - b. In the event of gross negligence on the part of the owner/the executive bodies or senior employees,
 - c. In the event of culpable injury to life, limb or health,
 - d. In the case of defects which he has fraudulently concealed,
 - e. Under a guarantee commitment,
 - f. Insofar as liability exists under product liability law for personal injury or property damage to privately used objects.
 - g. In case of culpable violation of essential contractual obligations, UMH is al-so liable in case of gross negligence of non-executive employees and in case of slight negligence, in the latter case limited to the reasonably fore-seeable damage typical for the contract.
 - h. Further claims are excluded.
- 3.6. All claims of the customer - for whatever legal reasons - are subject to a limitation period of 12 months. The statutory periods apply to the above-mentioned claims for defects. If UMH provides the installation service on a building and thereby causes its defectiveness, the statutory periods also apply.