

Terms and conditions of installation

1. General / Scope

1.1 These general Terms and Conditions of Installation apply to all contracts with companies, public corporations and special entities under public law, for all installations, repairs and commissioning which we undertake on products supplied by us, unless otherwise agreed in individual instances. Amendments or supplements to the agreements concluded, including these terms and conditions of installation, will only be valid provided they are set down in writing. Any differing terms and conditions or counter-confirmations of the contractor will only bind us if and in so far as we have explicitly approved them. Silence on our part in relation to such differing terms and conditions and/or completion of the installation without reservation, will not be deemed to constitute recognition or approval thereof. We hereby explicitly oppose contrary or differently worded terms of business of the principal.

1.2 If no specific rules are laid down in these general Terms and Conditions of Installation, our general Terms and Conditions of Sale and Delivery will also apply to installations and repairs.

1.3 Incidental agreements and amendments will only be valid provided they are set down in writing.

2. Working conditions / installation support

The principal will provide the following assistance at its own expense:

2.1 Provision of the necessary specialists, such as crane drivers, fork lift truck drivers, mechanics, electricians, assistants etc. Such workers must be selected with the mutual consent of our fitter / agent. Unsuitable personnel may be refused. The workers must follow the directions of our personnel.

2.2 Provision of the necessary equipment and lifting gear (fork lift trucks, cranes), welding gases, compressed air, electricity etc.

2.3 Provision of suitable secure staff rooms and working premises for the storage of the personal effects and tools of our installation personnel. In the event of the loss of such items, the principal will be responsible for their replacement.

2.4 The principal will provide for suitable working conditions, workplace safety, adherence to existing safety regulations.

2.5 At the start of the installation and/or repair, the principal will provide all relevant plans, regulations, documents etc.

2.6 If the principal fails to meet the aforesaid obligations, we are entitled, but not obliged, to provide workers or resources ourselves, or via third parties, at the expense of the principal. Our legal rights and claims will otherwise remain unaffected.

3. Installation period

3.1 The installation timings set out in the order confirmation must be seen as indicative; a binding start date for the installation will be agreed in advance. There will be no liability to pay damages in the event of a delayed start to the installation, provided we did not cause the delay through gross negligence or intent.

3.2 The installation period will be deemed to have been adhered to provided the installation is ready for acceptance by the principal in good time, or in the event of a contractually agreed trial, by the time this takes place.

3.3 If the installation is delayed through action associated with labour disputes, in particular strike and lock-out, or through circumstances outside our control, then the installation period will be the subject of a reasonable extension, if completion of the installation is affected as a result. The same will apply if such circumstances arise after we have fallen behind schedule.

3.4 In the event of loss or damage, without fault, to parts at the installation site, the principal will bear the installation costs less the expenses we save as a result. If an ordered installation cannot be

undertaken or completed, the principal will bear the costs incurred. The installation work may only be repeated by separate agreement. If the installation work has been destroyed or has deteriorated before acceptance, without our fault, we will be entitled to claim the installation price less the expenses we save as a result. The same applies if installation cannot take place, without our fault.

4. Costs to be borne by the principal

4.1 We supply our products in accordance with the supply contract. If we are required to procure installation material, we will invoice this separately.

4.2 We calculate the costs for providing our personnel in accordance with our installation rates.

4.3 We charge the travel costs and local transportation costs of our installation personnel, including the costs of transport and transport insurance for personal baggage, both for tools that are carried with them and those that are sent separately, the costs of transporting material and any special expenses for which receipts can be provided.

4.4 In the case of installations outside the Federal Republic of Germany, the principal must reimburse customs duties, charges, taxes and duties levied on us by the local authorities.

4.5 Our installation personnel will submit the completed service report (time sheet) to the principal for certification. Once the principal has acknowledged this, the service report will be binding on both parties and will serve as basis for charging.

4.6 All invoices will be payable immediately and without any deductions. The installation costs will be charged after the installation has been completed. The principal has no rights of retention and/or right to offset claims against claims that have not been finally and absolutely determined, or against claims that we have not recognised in writing.

4.7 VAT is payable on the net amounts of the costs actually incurred, such as hourly rates, daily and overnight allowances, expenses, cleaning, telephone calls (with and without receipts), foreign exchange and bill of exchange charges, bank charges and other costs.

5. Acceptance

5.1 The Principal is obliged to accept the work as soon as it has been notified of its completion. We will rectify contractual defects in the installation by agreement. We will not be obliged to rectify defects that are minor for the purposes of the interests of the Principal, or if they relate to a circumstance attributable to the Principal. In the case of a minor defect, the principal may not refuse acceptance if we explicitly acknowledge our duty to rectify the defect. Rectification of the defect obliges the principal to accept the installation.

5.2 In urgent cases such as:

- risk to operational security
- avoidance of disproportionately serious damage

the principal is entitled to eliminate the defect itself or to arrange for its elimination by third parties and to demand reimbursement of the necessary costs.

5.3 If acceptance is delayed without our fault, acceptance will be deemed to have taken place at the end of two weeks following notice of completion of the installation.

5.4 At the time of acceptance, we will cease to be liable for obvious defects, provided the Principal has not reserved the right to bring a claim in relation to a specific defect.

6. Warranty

6.1 After acceptance of the installation we will be liable for defects in the installation that arise within 12 months of acceptance, to the

exclusion of all other claims by the principal, notwithstanding 6.4 and 7., in that we must rectify the defects. The principal must immediately notify us of any defect ascertained. Its right to assert the defect will become barred by the statute of limitation 12 months from the time of acceptance. The time limit for the defect liability will be extended by the period of the interruption of operations caused by the improvement work.

6.2 We will not be liable for defects if the defect is minor for the purposes of the interests of the Principal, or if it relates to a circumstance attributable to the Principal.

6.3 We will not be liable for consequences that result from inappropriate alterations or repair work by the principal or third parties.

6.4 In urgent cases such as a threat to operating safety or to prevent disproportionately serious damage, of which we must be informed immediately, the principal will be entitled to rectify the defect itself or to arrange for it to be rectified by a third party and to claim compensation for the necessary costs incurred. The same applies if we have fallen behind schedule with the rectification of a defect.

6.5 If we allow a period of grace allowed us to expire without result, the principal may claim a reduction in price. The principal shall also have a right to claim a reduction in price in the event that remedy is unsuccessful. The principal may only withdraw from the contract after serving notice if it is demonstrably of no interest to the principle despite the reduction in price.

7. Liability

7.1 Inasmuch as is statutorily admissible, no damages liability may be claimed. We may only be held liable for losses that are due to intent or gross negligence, unless the culpability involved a cardinal obligation and/or one of our owners or senior managers. This exclusion from liability does not cover cases in which there is liability under the Product Liability Act or if a negligent breach of obligation leads to loss of life, personal injury or impairment to health.

7.2 Our liability is restricted to the net product value of the delivery from which the defective item originates. It is restricted in all cases to a typically predictable loss and does not cover any indirect consequential losses such as production failure or lost profit.

8. Liability of the Principal

8.1 The principal is obliged to ensure, at its own expense, that the stored parts and our installation tools are safe from fire and theft, by arranging appropriate insurance policies, irrespective of whether, under the contract of sale, the risk in relation the delivery items supplied has already transferred to it. We accept no liability for fire and theft.

8.2 If equipment or tools on the site, which have been provided by ourselves, are damaged without our fault, or if they are lost without our fault, the principal is obliged to compensate us for such losses. This does not apply to losses caused by normal wear and tear.

9. Other matters (period of validity, governing law, place of jurisdiction)

9.1 The above terms and conditions of installation and installation rates are based on the collective agreement valid at the time of conclusion of the contract. Any amendment to these collective agreements will entitle us to make a corresponding amendment to these terms and conditions of installation.

9.2 The installation contract is governed by German law, provided this is admissible under the law of the country in which the work is undertaken. The provisions of UN purchase law (UNCITRAL, CISG) do not apply.

9.3 The place of jurisdiction for all legal disputes arising out of the contract is Reutlingen. We reserve the right to file an action at any other admissible place of jurisdiction.

9.4 If individual provisions of these terms and conditions should be invalid, this will not affect the validity of the remaining provisions hereof.

Date: May 2017