

# GENERAL ERECTION CONDITIONS A 0-M-4

## I. Area of application

These general installation conditions are applicable for the dispatch of our staff to carry out work in the country of the buyer. The country of the buyer is deemed the country in which the work is to be executed.

Subsidiary agreements and alterations require our written confirmation.

## II. Participation on the part of the buyer

1. The buyer is obliged to assist us in the procurement of visas, work permits, tax certificates where necessary, as well as in providing information about legal and official regulations and related taxes and charges.
2. The buyer is obliged, on request, to give all necessary support in the fulfillment of customs formalities with regard to tax- and duty-free import and export of the items of equipment and tools.
3. The buyer undertakes to support our staff during the execution of installation work at his expense.
4. The buyer undertakes to take the necessary special measures for the protection of personnel and equipment on the installation site. He also undertakes to inform the installation staff of existing special safety regulations. He will inform us of any infringement of such regulations on the part of the staff.
5. The buyer is obliged to place suitable interpreters at the disposal of our staff on site during the execution of the contract.
6. In case of accident or illness of our staff which require the attention of a doctor or hospital treatment the buyer undertakes to assist us in the procurement of the best possible medical assistance, hospital treatment and medicines, irrespective of whether the illness or accident happened during or outside working hours.

## III. Technical assistance on the part of the buyer

1. The buyer is obliged to lend technical assistance at his expense. This assistance must guarantee that installation can commence immediately on arrival of the installation staff and can be continued without delay up to the date of acceptance by the buyer. This includes, amongst others:
  - a) Preparation of the installation site with foundations, cable channels, scaffolding, railings, coping, anchorage points, ceiling break-throughs etc.
  - b) Transportation of installation parts to and within the installation site. Protection of the installation site and materials from harmful influences of all types.
  - c) Provision of necessary equipment and heavy tools (lifting jacks, work benches with screw vices, stone cutting machines, motor generators for welding, electrical and autogenous welding units) as well as the necessary auxiliary and operating materials (e. g. light and power current, service water, hardening and hydraulic oil, propane and ammonia gas, hardening salt, acetylene and oxygen).
  - d) Provision of the necessary suitable installation and assistant personnel (e. g. pipe layers and installation fitters, electrical engineers, furnace masons and other specialists, labourers) in numbers sufficient for the installation work and for the required period. We do not accept any liability for the staff of the buyer. In case of damage or defects caused by the staff of the buyer as a result of the work carried out by our installation director, Paragraph VI applies.
  - e) Provision of dry and lockable rooms for storage of our tools and materials as well as suitable theft-proof rooms with heating and lighting, washing and sanitary facilities as well as first aid for our staff.
2. If the buyer fails to fulfill his obligation regarding technical assistance, we are, after giving due notice, entitled but not obliged to carry out the duties incumbent on the buyer in the place and at the expense of the buyer. Our legal rights and claims remain unaffected in this connection.

## IV. Installation period, bearing of risk

1. The installation period is deemed adhered to if, by the expiry of the period, the installation is ready for acceptance by the buyer or, in case of a contractually prescribed trial, ready for such a trial to be executed.
2. In case of delay in installation caused by e. g. labour disputes, fire, mobilization, requisition, embargo, prohibition of foreign exchange transfer, insurrection, lack of transport facilities, general lack of supplies, limitations on energy consumption or other circumstances for which we are not responsible, a reasonable extension of the installation period will result. This also applies in cases where such circumstances arise after a delay has occurred. Expenses arising as a result of a delay will be borne by the buyer.

## V. Acceptance

1. The buyer is obliged to accept the installation as soon as he has been informed of its completion and, if applicable, a contractually agreed test of the installed delivery object has taken place. If the installation proves not to be in accordance with the contract, we are obliged to remedy any deficiency at our expense. If, however, the deficiency is, of no consequence to the interest of the buyer or is the result of circumstances for which the buyer is responsible, this does not apply. In case of a minor deficiency, the buyer is not entitled to refuse acceptance if we expressly acknow-

ledge our obligation to remedy the deficiency.

2. If acceptance is delayed for reasons for which we are not responsible, acceptance will be deemed to have been completed when two weeks after announcement of the completion of the installation have elapsed.
3. With acceptance, our liability for obvious deficiencies comes to an end, unless the buyer has reserved the right to claim for particular deficiencies.

## VI. Guarantee

1. After acceptance of the installation we are liable for deficiencies in the installation occurring within 6 months of acceptance, to the exclusion of all other claims, in as far as we undertake to remedy the deficiency. The buyer undertakes to inform us immediately of any discovered deficiency. His right to claim for the deficiency expires in 6 months from the date of duly given notice of the deficiency. The period of liability for the deficiency is extended by the period of interruption of operation caused by the repair work.
2. We are not liable in cases where the deficiency is of no consequence to the buyer or is the result of circumstances for which the buyer is responsible.
3. Any improperly carried out alterations or repair work on the part of the buyer or third parties without our prior permission will result in annulment of our liability for the consequences thereof.
4. If through our fault a reasonable extension of time for the elimination of defects expires or such elimination of defects is not carried out due to impossibility or our inability to do so, the customer has a right for reduction. Only if notwithstanding such reduction the erection is manifest of no interest to the customer, the customer may after notification withdraw from the contract.

## VII. Limitation of liability

In as far as such an exclusion of claims and rights is legally permissible, the buyer cannot assert a right to any claims of damages over and above the claims conceded to him in the above stipulations; in particular he may not make any claim for compensation, even arising out of tort, or take recourse to other laws for any possible disadvantages connected to the installation, irrespective of the legal basis which he invokes.

## VIII. Compensation on the part of the buyer

If, for reasons for which we are not responsible, the equipment or tools provided by us are damaged on the installation site, or if they are lost for reasons for which we are not responsible, the buyer is obliged to compensate for this damage.

## IX. Erection fee

The compensation for sending our erection personnel is accounted for according to appendix at the remuneration rates in force at the moment of erection for the time spent, if no lump sum has been expressly agreed upon.

1. Replacement of personnel

If the replacement of our personnel should become necessary for reasons for which we are not responsible the arising costs will be charged to the buyer.

Installation wages and special allowances are also charged for the duration of any inability to work caused as a result of illness or accident if a return journey is not possible. Medical and hospital expenses will also be charged to the buyer. Possible reimbursement of expenses by the health insurance of the personnel will be credited to the buyer, although only up to the amount actually paid by the buyer for the case of illness. During the course of the hospital stay, the special allowance is reduced to a third of the normal rate, plus costs for accommodation (hotel) should these arise.

In case of an exchange of personnel which becomes necessary due to illness caused as a result of work, the buyer is obliged to bear the full cost, for other cases of illness half of the cost: in case of death this regulation applies correspondingly, subject to the proviso that the transportation rather than travelling costs apply.

A quarantine period caused as a result of work will be treated the same as a case of illness.

2. Local Regulations

- a) Taxes, employment benefit costs and duties which we are obliged to pay in the country in which the installation is being carried out will be charged to the buyer.
- b) The buyer will procure at his own expense all work permits, passes etc. for our personnel.
- c) If installation costs change as a result of changes in legal or official regulations, the installation price will be adapted accordingly.

3. Time of Payment of Invoices

Our installation invoices are due for payment in full immediately on receipt. Settlement of installation work will be made, at our discretion, either weekly, monthly or after completion of the installation.

## X. Place of Jurisdiction

For the interpretation and execution of the contract, German law shall prevail.

For all disputes arising from the contractual relationship, the courts of our principle place of business have jurisdiction. We are also entitled to take legal action in the principle place of business of the buyer.