

GENERAL SERVICE & ASSEMBLY TERMS 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 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.

4. The buyer is obliged to place suitable interpreters at the disposal of our staff on site during the execution of the contract.

5. 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 part of the buyer

1. The buyer is obliged to lend technical assistance on 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 breakthroughs 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, other specialists and laborer 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 manager, Paragraph VI applies.
- e) Provision of dry and lockable rooms for storing 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 assembly staff.

2. If the buyer does not fulfill his obligation to provide technical assistance, we are entitled, but not obliged, to fulfill the obligations of the buyer at the buyer's expense after giving prior notice. Our statutory rights and claims remain unaffected in this context.

IV. Assembly deadline, risk bearing

1. The assembly deadline is met if, by the time it expires, assembly is ready for acceptance by the buyer or, in the case of a contractually stipulated trial, ready for such trial to be executed.

2. If assembly is delayed due to labor disputes, in particular strikes and lockouts, as well as the occurrence of circumstances for which we are not responsible, the assembly deadline will be extended appropriately. This also applies if such circumstances occur after we are in default. The buyer bears the costs incurred as a result of the delay.

3. If assembly or commissioning is delayed through no fault of ours, the customer must bear all costs resulting therefrom, in particular waiting time and any further travel required by assembly personnel.

V. Acceptance

1. The buyer is obliged to accept the assembly as soon as he has been notified of its completion and any contractually intended testing of the assembled delivery item has taken place. If the assembly turns out to be not in accordance with the contract, we are obliged to remedy the defect at our expense. This does not apply if the defect is insignificant for the interests of the buyer or is based on a circumstance that is attributable to the buyer. If there is an insignificant defect, the buyer cannot refuse acceptance if we expressly acknowledge our obligation to remedy the defect.

2. If the acceptance is delayed for reasons for which we are not responsible for, the acceptance shall be deemed to have been completed two weeks after notification of the completion of the assembly.

3. Upon acceptance, our liability for recognizable defects expires, unless the buyer has reserved the right to assert a specific defect.

VI. Liability

1. After acceptance of the assembly, we are liable for defects in the assembly that occur within 6 months of acceptance, excluding all other claims of the customer, in such a way that we have to remedy the defects. The buyer must notify us immediately of any defects found. His right to assert the defect expires in 6 months from the time of lawful notification. The period for liability for defects is extended by the period of interruption of operation caused by the repair works.

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 modifications or repair work carried out improperly by the buyer or third parties without our prior approval shall invalidate our liability for the consequences thereof.

4. If, through our fault, a reasonable grace period set for us for the elimination of the defect expires or the elimination of the defect is not carried out due to impossibility or inability, the buyer has the right of reduction. Only if the installation is demonstrably of no interest to the buyer despite the reduction, the buyer may withdraw from the contract after notification.

VII. Limitation of liability

Insofar as such an exclusion of claims and rights is legally permissible, the buyer may not assert any claims for compensation against us beyond the claims to which he is entitled in the above provisions, in particular no claims for damages, including claims in tort, or other rights due to any disadvantages associated with the installation, irrespective of the legal grounds he invokes.

VIII. Compensation 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. Assembly price

The remuneration of our installation personnel shall be invoiced according to the appendix in accordance with the remuneration rates valid at the time of installation on the basis of time spent, unless a lump-sum price has been expressly agreed.

1. Replacement of personnel

If the replacement of our personnel becomes necessary for a reason for which we are not responsible, the costs arising from this will be charged to the customer.

Assembly wages and release will also be charged for the duration of an incapacity to work caused by illness or accident, if a return journey is not possible. Medical and hospital costs are also charged to the buyer. Any reimbursement of costs by the health insurance company for the personnel will be credited to the buyer, but at most up to the amount that the buyer actually paid for the case of illness. For the duration of a stay in hospital, the allowance is reduced to one third of the normal rate, plus accommodation (hotel) costs, if any. The costs of a personnel exchange necessary as a result of illness shall be borne by the buyer in full in the case of work-related illness and half of the costs in the case of other causes of illness; this provision shall apply accordingly in the event of death, with the proviso that the costs of return travel shall be replaced by the costs of transfer.

The case of a work-related quarantine is equivalent to the case of illness.

2. Regional regulations

a) Taxes, social security contributions and duties that we have to pay in the country where the installation is carried out will be charged to the buyer.

b) The customer shall procure work permits, identity cards or similar for our personnel at his own expense.

c) If, after submission of the offer, the assembly costs change due to a change in legal or official regulations, the assembly price will be adjusted accordingly.

3. Due date of invoices

Our invoices for assembly are due for payment immediately upon receipt without any deductions. The invoicing of assembly services shall be made at our discretion weekly, monthly or after completion of the assembly.

X. Place of jurisdiction

If the customer is a registered trader or merchant, a legal entity under public law or a special fund under public law, the court at our headquarters shall have jurisdiction for all disputes arising from the contractual relationship. We are also entitled to call upon the court having jurisdiction over the buyer.