

Installation conditions

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Section 1 General, scope of application

1. Only our installation conditions apply. We do not recognise any terms and conditions of the customer that contradict or deviate from our installation conditions unless these have been expressly agreed to. This consent must be in writing.
Our installation conditions shall also apply if we deliver the product to the customer without reservation and we are aware of opposing terms and conditions of the supplier or such terms which differ from our installation conditions.
2. All agreements made between us and the customer for the purpose of this contract are contained in writing in this contract.
3. The installation conditions shall apply mutatis mutandis to installation, maintenance and repair work undertaken by us.
4. Our installation conditions shall also apply to all future transactions with the customer.

Section 2 Scope of the installation

1. The installation work undertaken by us includes setting up the power units, plants and objects supplied by us to be mechanically and electrically operational. The provision of other services requires a written agreement.
2. Our services do not include work to be carried out on site or by the customer himself. This includes in particular the laying and connection of supply lines of any kind; electrical installations; concrete, masonry, caulking, plastering and earthworks; the installation and commissioning of power units, plants and objects not included in our scope of delivery; the provision of forklift trucks, aerial work platforms and/or cranes.
3. Acceptance, if necessary as per the relevant accident prevention regulations, is generally not part of the scope of services. Unless this has been expressly agreed in writing.

Section 3 Prices and terms of payment

1. Unless otherwise agreed, our services are charged according to time and expenditure. The applicable billing rates are stated on the quotation and on the order confirmation.
2. An all-inclusive price must be expressly agreed in writing. The calculation of the all-inclusive price is based on the following conditions:
 - o Our employees or the company commissioned by us can start the installation on time and on schedule.
 - o Installation shall take place during our usual working hours and days
 - o (Mon-Thu from 7:00-17:00; Fri from 7:00-13:00).
 - o Installation follows a normal and uninterrupted course of action.

Deviating conditions require a written agreement.

If the above-mentioned costing conditions are not met or do not exist for reasons for which the customer is responsible, the additional costs incurred will be invoiced separately to the customer. The same shall apply to any changes requested by the customer to the installation services that we provide.

3. The work performance records of our fitters shall serve as proof of the work carried out. If possible, these records shall be presented to the customer for signing.
4. Our prices are always indicated as net prices. This means that the statutory value-added tax is not included in our prices and is shown separately on the invoice at the statutory rate on the day of invoicing.
5. A special written agreement is required for the deduction of a cash discount.
6. Unless the order confirmation states otherwise, the net purchase price is immediately due for payment without any deductions. The statutory provisions regarding the consequences of late payment shall apply.

Section 4 Duties of the customer

1. The customer undertakes to obtain all permits and authorisations. This need to be obtained at an early stage so that the work can be done in good time and without interruptions.
2. The customer undertakes to support the timely and punctual performance of the services we have undertaken in every respect.

Unless otherwise agreed, the customer must provide the following specific supplies and services on time and on schedule:

- The customer undertakes to unload supplied material, transport it to the installation site and store it properly. He must protect the provided material against fire, water, damage and theft.
 - Provision of an access road to the installation site that is accessible to trucks and mobile cranes that are not designed for all-terrain use.
This access road must be passable for the entire installation time.
 - Provision of suitable aids for intermediate transport and loading.
 - Provision of the lifting equipment and slings required for assembly, protective equipment prescribed by the Employer's Liability Insurance Association, the necessary energy (electricity, water, compressed air, welding gases, fuels, ...) and corresponding connections at the installation site.
 - Sufficient lighting of the installation site.
 - After storage of the materials supplied by us, cleaning and transport to the installation site if necessary.
 - For installation operations lasting several days, dry and lockable rooms must also be provided in the immediate vicinity of the installation site. These must be suitable for the storage of tools and other work items.
 - Sanitary facilities as well as heated, illuminated rooms for breaks must be provided for our fitters.
 - Provision of protective clothing and protective devices which are required on the installation site necessitated by special circumstances.
 - Provision of all on-site services. In particular, the customer must ensure that tolerances of coordinated plans, drawings, etc. are observed.
3. The customer must ensure that our employees can start with the services to be provided immediately upon arrival. It must also be ensured that the work can be carried out without interruptions. Disruptions for which the customer is responsible shall be invoiced separately.
 4. If the installation can be carried out by a single employee, the customer shall provide another supervisor for security and safety purposes.
 5. If the customer does not comply with the preceding obligations, we shall be entitled to set him a reasonable grace period to get everything in place. At this point it should be pointed out that the grace

period may only be a few hours.

After the fruitless expiry of the set period, we are entitled, but not obliged, to carry out the activities to be performed by the customer on his behalf at his expense.

Any other legal rights and claims on our part shall remain unaffected by this.

Section 5 Safety and accident prevention

1. The customer must announce the respectively applicable safety regulations in good time before the start of installation.
2. The customer must take the necessary safety precautions and safety measures to protect people and property at the installation site.
Auxiliary equipment and handling aids provided must comply with the relevant safety regulations.
3. The customer must ensure that our employees are informed about the existing safety regulations. He is also responsible for monitoring compliance with the safety regulations.

Section 6 Deadlines and transfer of risk

In addition to the provisions of our general terms and conditions of sale, the following special regulations shall apply to installation work:

1. If waiting times, interruptions or repeated journeys are necessary due to circumstances for which the customer is responsible, these can be invoiced separately in accordance with our applicable assembly rates.
2. If the installation is interrupted due to circumstances for which the customer is responsible, the risk for the services already rendered shall pass to the customer for the duration of the interruption.
3. If we are in default, the customer can set us a reasonable grace period. After the fruitless expiry of this grace period, he can withdraw from the installation order in whole or in part. Claims for damages due to delayed delivery or non-performance shall only exist in accordance with the provisions of our general terms and conditions of sale.

We shall not be in default as long as the customer defaults on the fulfilment of obligations towards us, also from other contracts.

Section 7 Acceptance

1. The customer is obliged to accept the installation as soon as he has been notified of its completion or a contractually agreed test of the delivery item has taken place.
A record of the result of the acceptance shall be drawn up and signed.
2. If the work was not carried out in accordance with the contract, we shall be obliged to remedy the defect at our expense.
This does not apply if the defect has a negligible effect on the interests of the customer or is based on a circumstance for which the customer is responsible. If the defect is not significant, the customer may not refuse acceptance if we expressly acknowledge our obligation to remedy the defect.
3. If the customer does not accept the goods despite the fact that the requirements of Section 7 (1) have been met, the acceptance shall be deemed to have taken place within one week of the notification of the installation conditions.
4. Acceptance shall in any case be deemed to have taken place when the customer uses the delivery item.

5. The delivery item may only be put into operation when the customer has complied with all the relevant legal and/or official regulations. We expressly point out that our acceptance does not automatically entitle the customer to commissioning and using the goods.

Section 8 Final provisions

In addition to the aforementioned regulations, our general terms and conditions of sale shall apply.