

Installation Terms and Conditions

I. Scope of application

These Installation Terms and Conditions apply to installation measures performed by us as a mechanical engineering company (Installation Company), unless in particular cases deviating agreements have been made and the Purchaser is not a consumer within the meaning of § 13 BGB (German Civil Code).

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II. Installation price

1. Installation shall be invoiced as specified in the appendix and calculated according to the time worked unless a fixed charge is expressly agreed.
2. The agreed amounts are quoted without VAT, which is to be additionally paid to the Installation Company in the statutory amount.

III. Cooperation by the Purchaser

1. The Purchaser shall assist the installation personnel during the installation free of charge.
2. He/she shall take the necessary measures to protect persons and equipment at the installation site. He/she shall also inform the installation supervisor about any existing safety regulations that are of importance to the installation personnel. He/she shall notify the Installation Company if the installation personnel should fail to comply with these safety regulations. In the event of serious violations, he/she, in consultation with the installation supervisor, may deny the offender access to the installation site.

IV. Provision of technical assistance by the Purchaser

1. The Purchaser is obliged to provide technical assistance free of charge, in particular concerning the following:
 - a) Provision of suitable personnel (bricklayers, carpenters, fitters and other skilled and unskilled workers) in the number required for installation and for the necessary length of time; this personnel must follow the instructions of the installation supervisor. The Installation Company does not accept any liability for the provided personnel;
 - b) Performance of all earth, construction, foundation and framing/shoring work, including procurement of the necessary construction materials;
 - c) Provision of the necessary devices, heavy tools and equipment (e.g. lifting gear; compressors, portable forges), as well as the necessary utensils and materials (e.g. shoring material, wedges, substructure material, cement, plaster and sealing materials, lubricants, fuel, forcing cables and belts);
 - d) Provision of heating, lighting, power, water, including the necessary connections;
 - e) Provision of any necessary dry and **lockable** rooms for storing the installation personnel's tools, and, if not included in the valid insurance policy, notification of the insurance company about the storage of third-party equipment;
 - f) Transport of the installation parts to the installation site, protection of the installation parts and materials from harmful influences of any kind, cleaning of the installation parts;
 - g) Provision of suitable lockable recreation rooms (with heating, lighting, washing and sanitary facilities) and First Aid for the installation personnel;
 - h) Provision of the materials and performance of all

other activities necessary for the adjustment of the delivery item and for performing a contractually scheduled trial.

2. The technical assistance provided by the Purchaser must ensure that the installation can be commenced as soon as the installation personnel arrive and can be continued without delay until acceptance by the Purchaser. Any special plans or instructions on the part of the Installation Company will be made available to the Purchaser in good time.
3. If the Purchaser fails to meet his obligations, the Installation Company is authorised, but not obligated, to perform the activities incumbent upon the Purchaser in his place and at his expense. In all other respects, the statutory rights and claims of the Installation Company shall remain unaffected.

V. Installation deadline, assumption of risk

1. All specifications regarding the installation deadline are purely indicative.
2. If, in an exceptional case, an installation deadline is deemed binding, it is considered as met if the installation is ready for acceptance by the Purchaser or ready for the performance of a contractually scheduled trial before expiration of the deadline.
3. If the installation is delayed by circumstances that are no fault of the Installation Company, the installation deadline will be extended appropriately; this also applies if such circumstances occur when the Installation Company is already behind schedule. The costs caused by the delay shall be borne by the Purchaser.
4. If the Purchaser suffers damage as a result of a delay by the Installation Company, the Purchaser is entitled to demand compensation for the delay with the exclusion of any further claims; this compensation shall amount to 0.5% for each full week of the delay, but shall be limited to a total of 5% of the installation price for the part of the equipment to be installed by the Installation Company that cannot be used in due time because of the delay.
5. The Purchaser bears the risk of the installation.

VI. Acceptance

1. The Purchaser is obliged to perform the acceptance of the installation as soon as he/she has been notified of its completion and a contractually scheduled trial of the installed delivery item has taken place or a certificate of completion pursuant to § 641a BGB (German Civil Code) has been submitted. If the installation is found not to be in compliance with the contract, the Installation Company is obligated to remedy the defect at its own expense. This does not apply if the defect is insignificant with respect to the interests of the Purchaser or results from circumstances attributable to the Purchaser. If there is an insignificant defect, the Purchaser cannot refuse acceptance if the installation company expressly recognises its obligation to remedy the defect.
2. If commissioning of the machine line is impossible for reasons not attributable to the Installation Company, a new date for commissioning is to be agreed by the contractual partners. The costs for sending a fitter again shall be borne by the Purchaser. We expressly point out that the Installation Company **will not pay** for any costs caused by operating mistakes made by the Purchaser during commissioning.

VII. Guarantee/warranty

1. After acceptance of the installation, the Installation Company is liable for installation defects occurring within one year after acceptance, excluding any other claims of the Purchaser, such that the Installation Company shall at its option remedy the defect or manufacture a new product. The Purchaser is only entitled to reduce the purchase price or withdraw from the contract if the remedy of the defect is not successful. The Purchaser shall immediately notify the Installation Company of a detected defect. His/her right to assert the claim shall lapse 3 months after the time of notification.

The deadline for the liability for defects shall be extended by the duration of the interruption caused by the work to remedy the defect.

2. The Installation Company is not liable if the defect is insignificant with respect to the interests of the Purchaser or results from circumstances attributable to the Purchaser.

3. No liability is accepted by the Installation Company if the Purchaser has performed modifications or repairs without obtaining permission from the Installation Company.

VIII. Miscellaneous

1. The fitters are obliged to perform the installation according to our drawings and specifications. If the Customer requires any changes, these must be agreed with us beforehand, otherwise we refuse to accept any liability for the execution of the installations according to our Terms of Delivery.

Changes and extra work that is not included in the delivery and installation scope specified in the order placement

shall be separately invoiced.

2. We do not accept liability for advice given by our fitters or for their work that is not expressly instructed by us or insofar as the work performed does not comply with our construction plans or specifications due to orders given by the Customer without our consent.

IX. Limitation of liability

Beyond the claims specified in the above provisions, the Purchaser cannot assert any other claims for compensation or any other rights against the Installation Company resulting from eventual disadvantages that are related to the installation, on whatever legal basis.

X. Compensation by the Purchaser

If the devices, equipment or tools provided by the Installation Company are damaged or lost during transport or at the installation site through no fault of the Installation Company, the Purchaser is obliged to compensate for this damage. This does not include damage caused by normal wear and tear.

XI. Venue

The venue for all disputes resulting from these Installation Terms and Conditions is the legal domicile of the Supplier's company. However the Supplier can file a suit at the domicile of the Customer. The place of performance is the legal domicile of the Contractor's company. The law of the Federal Republic of Germany applies. In the event of written amendments or the invalidity of individual provisions, these Installation Terms and Conditions shall remain in full force and effect in all other points.

Appendix

1. Working hours and remuneration

as of 01.01.2020

- The installation personnel will adapt to the Purchaser's normal work schedule as far as possible.

- The Purchaser shall sign the installation confirmation forms that will be submitted daily to confirm the working time and job performance of the installation personnel.

- Installation preparation time is invoiced as working time. This also applies to the journey time from the place of accommodation to the installation site.

2. Hourly rates

Chief fitters 59.80 EUR

Fitters 59.80 EUR

Assistant fitters _____EUR

Chief fitter for installation supervision _____EUR

Electronics/software engineer _____EUR

3. Overtime surcharges

Saturdays 50 %

Sundays 100 %

Public holidays 150 %

Night work 10:00 p.m. – 5:00 a.m.+25 %

4. Travel hours

Chief fitters/fitters 49.50 EUR

Unskilled personnel _____EUR

Electronics/software engineer _____EUR

5. Travel expenses

Car 0.68 EUR

Customer service vehicle 0.99 EUR

Truck/lorry 1.40 EUR

6. Expenses for overnight accommodation

The expenses for overnight accommodation shall be invoiced on the basis of the respective receipts.

The Installation Company has a liability insurance with a coverage of 2,500,000 euros for personal injury and material damage.