

## Terms of Installation & Assembly

### I. Scope

These Terms of Installation/Assembly supplement and take precedence over the seller's General Terms of Business and apply for all installations which the seller undertakes in connection with all deliveries and services for the buyer except in individual cases where an alternative agreement has been made. Additional agreements and alterations are subject to written confirmation. No terms and conditions proposed by the buyer that are different from those contained herein shall apply, even if not expressly rejected by us.

### II. Installation prices

The installation will be billed on the basis of the actual number of hours worked except in cases where a flat rate has been expressly agreed. The agreed amounts are quoted excluding value added tax.

The number of hours worked by the installers must be confirmed in writing by the buyer on a daily basis. Failure to do so will result in the buyer losing his right to object to the statement of charges.

### III. Cooperation of the buyer

The buyer must provide support for our personnel at his own expense while the work is being completed. He must take the necessary precautions to ensure the safety of persons and property at the workplace. He must also advise the leader of the installation team of any special safety regulations provided that these are of relevance to the installation team. He is obliged to inform the seller of any incidents in which these safety regulations are infringed by the installation team.

### IV. Technical assistance by the buyer

1. The buyer must ensure that the seller's personnel can commence work immediately after arrival and that this work can be continued without delays up until the acceptance procedures of the buyer. Any drawings or instructions that are required will be placed at the buyer's disposal in due time.
2. The buyer shall be obliged to provide technical assistance at his own expense, and in particular to
  - a) provide the required number of suitable assistants (bricklayers, joiners, fitters and other skilled workers and laborers) for the required period; the assistants must follow the instructions issued by our personnel. The seller cannot accept any liability for the assistants.

- b) provide the required equipment and heavy tools (e.g. lifting gear, cranes, compressors) as well as the necessary utility items and materials.
  - c) provide heating, lighting, water and the required connections.
  - d) provide any dry, lockable rooms that may be required for storing our personnel's tools.
  - e) transport the components to the installation site, protect the site and the materials from damaging influences of all kinds and clean the installation site.
  - f) provide suitable theft-proof social and working rooms (with heating, lighting, washing facilities, sanitary facilities) and First Aid facilities for our personnel.
  - g) provide all materials and complete all other action required to regulate/adjust the object of the contract and to carry out the contractually agreed trial.
3. If the buyer fails to meet his obligations in this respect, the seller shall be entitled but not obliged to perform the work that is the responsibility of the buyer in his place and at his expense.

### V. Drawings and documentation

Drawings and technical documentation that are passed on to the buyer before or after the conclusion of the contract and which could be used to manufacture the object of the contract or parts thereof remain in the sole ownership of the seller. The buyer must not use, copy, duplicate or pass these on to or make their content known to third parties without the expressed permission of the seller.

### VI. Installation period, bearing of risks

1. The assembly period is deemed to have been adhered to when, on expiry of this period, the installation is ready for the acceptance procedure of the buyer.
2. If the installation is delayed through measures such as labor disputes, and, in particular, strikes and lock-outs, or incidents for which the seller is not responsible, the agreed installation period will – provided it can be proven that such measures or incidents are significantly influencing the completion of the installation work – be extended appropriately. The same also applies even if such circumstances occur after the seller is in default.
3. If, as a result of the seller being in default, the buyer suffers a verifiable loss, he shall, under exclusion of all further claims, be entitled to demand

default compensation. For each full week of the delay this shall amount to 0.5 % in total but shall not exceed a maximum of 5 % of the assembly price for that part of the system to be installed by us which could not be used at the agreed time as a result of the delay.

4. If the installation work is compromised or decreased at no fault of the seller prior to the acceptance procedure, the seller shall be entitled to bill for the full installation price minus the costs/hours that were saved. The same shall also apply if, at no fault of the seller, the installation work cannot be carried out.

### VII. Acceptance

1. The buyer is obliged to initiate the acceptance procedure once he has been notified that the installation work has been completed. If it is found that the installation does not comply with the contract, the seller will be obliged to make the necessary rectifications. The seller shall not accept any liability if the rectification is unimportant for the interests of the buyer or has become necessary due to circumstances that are the fault of the buyer. If the installation is free of any major defects, the buyer shall not be entitled to refuse acceptance.
2. If the acceptance procedure is delayed through no fault of the seller, the procedure will be deemed to be completed once the buyer starts to use the system or at latest, two weeks after notification is given that the installation work has been completed.
3. After the acceptance procedure, the seller will no longer be liable for noticeable defects or for defects noticed by the buyer unless the buyer reserved, in writing during the acceptance procedure, the right to claim for a specific defect.

### VIII. Liability for defects and period of limitation

1. The buyer's rights to claim for defective goods and installation-related errors are governed exclusively by the seller's General Terms of Business.
2. The buyer's rights to claim for defects lapse one year after acceptance. Acceptance is deemed to have taken place when the buyer fails to initiate the acceptance procedure for the services rendered by the seller within the time period specified by the seller in spite of the buyer's legal obligation to do so. This does not extend to statutory periods of limitation for buildings and the corresponding planning and monitoring services.