

Assembly, conditions and services

08/2022

1. Our assembly conditions are part of our general delivery and sales conditions. We reserve the right to make changes.

2. Billing rates

We charge the following rates for the secondment of our professional staff:

for each hour of work, travel, travel and waiting on a working day in the period from 06:00 and 20:00 up to 8 hours a day

Engineer / programmer	89,00	EUR
Chief assembler / Service technician / foreman	64,90	EUR
Assembler	55,60	EUR
Travel time	53,60	EUR

<u>Surcharges</u> for overtime over 8 hours daily	25 %
for night work from 8:00 p.m. to 6:00 a.m.	50 %
for work on Saturdays	50 %
for work on Sundays	100 %
For work on public holidays	125 %

If several surcharges coincide, only the highest one will be charged. The compensation for working and travel time as well as the duration of stay during the installation shall be calculated according to the time spent. If the time spent by the assembler is less than 8 hours per day, the daily allowance shall be calculated on a pro rata basis per hour at 1/10 of the daily allowance rate. The above amounts shall also be paid for Sundays and holidays that fall within the total assembly time and on which no work is performed. The choice of the means of transport for the assembly personnel shall be made by the company and shall not require any special agreement. If motor vehicles (cars and station wagons) are used, the costs shall amount to 1.00 Euro for each km. When using the Deutsche Bundesbahn (German Federal Railways), the 2nd class travel costs including any surcharges are to be paid for the assembly personnel. In the case of night travel, 1st class costs will be charged. When calculating the time spent and the reimbursement of expenses (allowance, travel expenses and similar cash expenses), the applicable value-added tax shall be added.

3. If a lump sum has been agreed upon for the installation and if the installation or commissioning is delayed through no fault of our own, then all associated costs for waiting times, travel and other expenses of the assembly personnel shall be borne by the customer. If, after completion of the installation work, the commissioning and acceptance of the plant cannot take place immediately for reasons for which the customer is responsible, the subsequent additional installation work must be borne by the customer.
4. All additional work and associated additional deliveries that arise after our drawings have been sent will be carried out after the order has been placed on the basis of proof due to changes on site – insofar as these have not been contradicted.
5. The installation works contracted to us exclude the following services:
Earthwork, caulking, masonry, roofing, painting and electrical work. If the customer requires the aforementioned work to be carried out by our assembly personnel, these shall only be carried out and invoiced by special agreement and on the basis of evidence.
6. The installation personnel shall, as far as possible, adapt to the operational working hours of the customer. The customer shall certify the working hours and work performance of the assembly personnel on the form provided to him after completion of the work, in the case of longer installation periods, weekly. Any discrepancies shall be noted. Travel and maintenance hours shall be considered as working hours. The absence of a signature does not exclude the calculation of our services according to the data of our assembly personnel.
7. The auxiliary personnel and aids required for all assembly work, such as lifting, set-up and transport devices, shall be made available to our assembly personnel without charge. Auxiliary personnel are to be used in accordance with the instructions of our fitter.
8. In the event of special circumstances, the customer shall bear the costs, e.g. for the use of a crane truck, unless otherwise agreed in writing
9. The customer shall be liable for the proper storage of the plant components, the material and the tools.
10. Our installation cost invoice will be issued upon completion of the work and is payable net immediately upon receipt.
11. Objections to existing conditions must be raised before work begins. Invoice objections must be made within eight days after the invoice is issued. Later complaints will not be considered.
12. We reserve the right to demand acceptance of the plant from the customer immediately after its completion. If the takeover is delayed through no fault of our own, the takeover shall be deemed to have taken place after four weeks have elapsed.
13. These existing terms and conditions are supplemented by the relevant statutory and tariff provisions.
14. The exclusive place of jurisdiction for all legal disputes arising from this contract is Nuremberg. We reserve the right to also call upon the court which is responsible for the registered office of the customer.
15. should individual points of these provisions prove to be invalid, the legal validity of the remaining conditions shall not be affected.