

### § 1 General - Scope of Application

- (1) These terms and conditions of mounting apply to assemblies that we carry out, unless otherwise agreed in individual cases.
- (2) Our terms and conditions of assembly apply exclusively; we do not recognise any terms and conditions of the customer that contradict or deviate from our terms and conditions of assembly unless we have specifically agreed to their validity in writing. Our terms and conditions of installation shall also apply even if we carry out the installation without reservation, knowing that the customer's terms and conditions of installation conflict with or deviate from our terms and conditions of installation.
- (3) All agreements made between us and the customer for the execution of this contract are recorded in this written agreement.
- (4) Our terms and conditions of installation apply only to companies in terms of § 310 Abs. 1 BGB (German Civil Code).
- (5) Our terms and conditions of installation also apply to all future installations for the customer.

### § 2 Assembly Costs - Payment

- (1) The assembly will be calculated according to the price list in the appendix ("hourly and service rates") according to time expenditure, unless a flat rate is specifically agreed. The price list assumes a regular working time of 8 hours per day plus breaks (8-17 o' clock) from Monday to Friday.
- (2) In case of lump sums, only one arrival and departure is calculated, unless otherwise agreed in the agreement. Each additional journey to and from the plant, including commissioning or instruction, will be invoiced separately in accordance with the appendix.
- (3) The flat-rate price and all information on the foundations are based on a soil load-bearing capacity of 2 kp/cm<sup>2</sup> and a ground-bearing and groundwater free soil quality of the building ground. Deviations that lead to difficulties shall be at the customer's expense.
- (4) If the lump sum contract is delayed due to obstacles caused by the customer, the associated additional costs will also be invoiced according to time expenditure in accordance with the price list in the appendix.
- (5) The agreed amounts do not include value added tax, which is to be paid to us in addition to the statutory amount.
- (6) Unless stated otherwise in the agreement, all payments shall be made within 30 working days without deduction. The receipt of payment on our account is decisive.
- (7) We are entitled to rights of set-off and retention to the extent permitted by law.

### § 3 Involvement of the Customer

- (1) The customer must constantly inform us in writing about the current status of his involvement according to § 3 and § 4 of these conditions.
- (2) The customer must provide the necessary work permits.
- (3) The customer is obliged to support the assembly personnel in carrying out the assembly at his own expense. The customer must take the special necessary measures for the protection of persons and objects at the site, to secure the site at his own expense as well as to inform us when the site is ready for installation. He must also inform the installation supervisor of any special safety regulations that apply to the installation staff. He shall also inform us of any breaches such of safety regulations by the installation staff. In the event of serious violations, he may refuse the access to the installation site to the offender in consultation with the installation supervisor.

### § 4 Technical assistance provided by the customer

- a) The customer is obliged to provide technical assistance at his own expense, particular in respect of
- b) Provision of the necessary suitable auxiliaries (masons, carpenters, locksmiths and other specialists, gofers) in the number and time required for the installation; the auxiliaries must follow the instructions of the installation manager. We bear no liability for these assistants. If a defect or damage has been caused by the assistants as a result of instructions from the assembly manager, §§ 7 and 8 shall apply;
- c) Carrying out all excavation, construction, ballast and scaffolding works including procurement of the necessary building materials;
- d) Provision of the necessary equipment and heavy tools (e. g. lifting devices, compressors) and the necessary equipment and materials (e. g. scaffolding, wedges, underlays, cement, cleaning and sealing materials, lubricants, fuels, fuel ropes and belts);
- e) Provision of heating, lighting, operating power, water, including the necessary connections;
- f) Provision of heating, lighting, operating power, water, including the necessary connections;
- g) Transport of the installation parts to the installation site, protection of the installation site and materials from any kind of harmful influences, cleaning of the installation site.
- h) Provision of suitable, theft-proof lounges and workrooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the installation staff.
- i) Provision of materials and all other actions necessary for the adjustment of the object to be installed and for carrying out a contractually agreed test, and
- j) ensure that
  - the access roads and assembly areas are levelled and accessible with the load to be delivered,
  - the foundations are finished, dry and set,
  - the installation openings are sufficiently large for the parts to be installed and
  - installation parts are immediately sealed after assembly and alignment.
- (1) The Customer's technical assistance must ensure that the installation work can be started immediately after the arrival of the installation staff and carried out without delay until the final acceptance by the Customer. Insofar as special plans or instructions are required by us, we shall make them available to the customer in good time.
- (2) If the customer does not comply with his obligations, we shall be entitled, but not obliged, to carry out the actions incumbent upon the customer in his place and at his expense. Otherwise, our statutory rights and claims shall remain unaffected.

### § 5 Installation period - Installation delay - Software - Copyright

- (1) The assembly period shall be deemed to have been complied with if, by the time of its expiry, the assembly is ready for acceptance by the Purchaser, or, in the event of a contractually stipulated trial run, for its performance.

(2) If the installation is delayed due to industrial action, in particular strikes and lockouts, as well as the occurrence of circumstances beyond our control, an appropriate extension of the installation period shall occur insofar as such hindrances can be proven to have a significant influence on the completion of the installation.

(3) If the customer sets us a reasonable deadline for performance after the due date, taking into account the statutory exceptions, and if the deadline is not met, the customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. At our request, he undertakes to declare within a reasonable period of time whether he is exercising his right to withdraw from the contract.

(4) Further claims due to delay are determined exclusively according to § 8 para. 3 (3) of these terms and conditions..

(5) Insofar as software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the delivered software including its documentation. It shall be provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The Purchaser may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. of the German Copyright Act (UrhG)). The customer is committed not to remove manufacturer information - copyright notices - or to change them without our prior express consent. All other rights to the software and the documentation, including copies, shall remain with us or the software supplier. The granting of sub-licenses is not permitted.

(6) We reserve the right to all technical documentation, samples, drawings, etc. information of a physical and immaterial nature (also in electronic form), property rights and copyrights. This information may not be copied, duplicated or brought to the attention of third parties in any way without our written consent.

### § 6 Acceptance

(1) Acceptance is carried out after completion of installation. Separate acceptance dates shall not be calculated and shall be invoiced according to the hourly rates set out in the Annex.

(2) The customer has the obligation to inspect the assembly as soon as he has been notified of its completion and any contractually stipulated testing of the assembled item has taken place.

(3) If the installation proves not to be in accordance with the contract, we are obliged to remedy the defect. This does not apply if the defect is insignificant for the customer's interests or is based on a circumstance attributable to the customer. If there is a minor defect, the customer may not refuse acceptance.

(4) If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place two weeks after notification of the completion of the installation.

(5) Upon acceptance, our liability for recognisable defects shall lapse unless the customer has reserved the right to assert a defect.

### § 7 Defect Claims

(1) After acceptance of the installation, we shall be liable for defects in the installation to the exclusion of all other claims of the customer, regardless of paragraph (5) and § 8, in such a way that we shall remedy the defects. The customer must notify us immediately in writing of any defects found.

(2) Our liability shall not exist if the defect is insignificant for the customer's interests or is based on a circumstance attributable to the customer.

(3) In the event of any improper modifications or repair work carried out by the customer or third parties without our prior approval, our liability for the resulting consequences shall be waived. Only in urgent cases of endangering operational safety and to avert disproportionately large damage, whereby we must be notified immediately, or if - taking into account the statutory exceptions - a reasonable deadline set by us for remedying defects has expired fruitlessly, does the customer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary costs from us within the framework of statutory provisions.

(4) Of the direct costs arising from the remedy of defects, we shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including shipping. We shall also bear the costs of the extension and any necessary provision of the necessary fitters and assistants, including travel expenses.

(5) If - taking into account the statutory exceptions - we allow a reasonable deadline to set to us for the remedy of defects to elapse fruitlessly, the customer shall have the right to reduce the purchase price within the framework of the statutory provisions. The customer may only withdraw from the contract if the installation is demonstrably of no interest to the customer despite the reduction in price.

Further claims shall be determined exclusively in accordance with § 8 (3) of these terms and conditions.

### § 8 Liability - Disclaimer

(1) If an assembly part delivered by us is damaged by our fault during the assembly, we have to repair it at our cost or to deliver a new one.

(2) If, as a result of our fault, the customer is unable to use the assembled item as stipulated in the contract due to omitted or faulty execution of suggestions and advice given before or after conclusion of the contract as well as other contractual ancillary obligations - in particular instructions for operation and maintenance of the assembled item - the provisions of §§ 7 and 8 (1) and (3) shall apply to the exclusion of further claims by the customer.

(3) We shall only be liable for damage that has not occurred to the object of installation itself - for whatever legal reasons:

a) On purpose,

b) in the case of gross negligence on the part of the owner / executive bodies or executive staff,

c) in case of culpable injury of life, body or health,

d) in the case of defects which we have fraudulently concealed,

e) under a warranty,

f) to the extent that liability is assumed in accordance with the Product Liability Act for personal injury or material damage to privately used objects. In the event of culpable breach of essential contractual obligations, we shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Further claims are excluded.

### § 9 Limitation period

All claims of the customer - for whatever legal reasons - are subject to a limitation period of 12 months from acceptance. Claims for damages pursuant to § 8 (3) a) to d) and f) shall be subject to the statutory time limits. If we perform the installation work on a building and thereby cause its defectiveness, the statutory deadlines also apply. Insofar as during remedy of defects by us, the rights of the customer arising from material defects newly arise, all claims arising from these rights shall become statute-barred no later than 6 months after remedy of the defect, whereby such claims shall be limited exclusively to defects arising directly in connection with remedy of the defect.

### § 10 Compensation of the Purchaser

If, through no fault of our own, the devices or tools provided by us at the assembly site are damaged or lost through no fault of our own, the customer is obliged to compensate for these damages. Damage caused by normal wear and tear shall not be considered.

### § 11 Applicable law - Place of Jurisdiction

(1) All legal relations between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships between domestic parties, excluding international law such as the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant, our place of business is the place of jurisdiction; however, we are also entitled to sue the customer at his place of residence. Any exclusive jurisdiction remains unaffected.

(3) Unless otherwise specified in the order, our place of business is the place of execution.

Should individual provisions of this agreement be or become invalid for any reason whatsoever, or should there be a gap that needs to be filled, this shall not affect the validity of the remaining provisions of this agreement.

### Hourly and service rates:

<b>1</b>	<b>Engineers / IT Specialists</b>	
1.1	Working hours	115,00 €/h
1.2	Travelling period	115,00 €/h
<b>2</b>	<b>Laboratory activities, Design engineering, Project support</b>	85,00 €/h
<b>3</b>	<b>Maintenance - &amp; Service Engineers</b>	
3.1	Working hours	60,00 €/h
3.2	Travelling period	60,00 €/h
<b>4</b>	<b>Foremen</b>	
4.1	Working hours	80,00 €/h
4.2	Travelling period	80,00 €/h
<b>5</b>	<b>Senior Fitters</b>	
5.1	Working hours	65,00 €/h
5.2	Travelling period	65,00 €/h
<b>6</b>	<b>Fitters</b>	
6.1	Working hours	60,00 €/h
6.2	Travelling period	60,00 €/h
<b>7</b>	<b>Helpers and Apprentices</b>	
7.1	Working hours	37,00 €/h
7.2	Travelling period	37,00 €/h
<b>8</b>	<b>Absences of the Assembly Staff</b>	
8.1	Triggering for more than 8 hours of absence per day Travel and working time	34,00 €/Day
8.2	Accommodation costs	67,00 €/Night
<b>9</b>	<b>Vehicle costs (without driver)</b>	0,90 €/km
<b>10</b>	<b>Percentage surcharges (based on 8 hours/day)</b>	
10.1	For the first two overtime hours per working day	25,00%
10.2	From the third overtime hour per working day	50,00%
10.3	On Sundays and public holidays	100,00%
10.4	For night work between 20.00 and 6.00 o' clock	50,00%
10.5	For working under difficult conditions	25,00%
10.6	Dirty-work bonus	50,00%

**General Terms of Installation**  
**CNP CYCLES GmbH**



All prices are exclusive of statutory value added tax.