

1. Scope

- 1.1. These General Conditions of Assembly apply to assembly services as well as to restoration and alteration work. Deviating conditions of the Customer shall not become content of the agreement even though the contract is accepted.
- 1.2. These General Conditions shall only apply to entrepreneurs, legal persons under public law and special funds under public law.

2. Cooperation from the Customer

- 2.1. The Customer shall assist the assembly staff to carry out the assembly work at its cost.
- 2.2. The Customer shall take any special measures necessary to protect persons and objects at the assembly location. It shall also inform the assembly supervisor of existing special safety regulations to the extent that these are of significance to the assembly staff. It shall inform the Contractor of infringements of safety regulations by the assembly staff. In the case of serious infringements it may refuse to allow the infringing party access to the assembly location in consultation with the assembly supervisor.

3. Technical assistance by the Customer

- 3.1. The Customer undertakes to provide technical assistance at its cost, in particular to:
 - a) provide the required number of necessary suitable members of staff (metalworkers and other specialist workers, other workers) for the assembly work and for the required period; the assisting staff members shall follow the instructions of the assembly supervisor. The Contractor shall not assume any liability for the assisting staff members. If a defect or damage is caused by the assisting members of staff who were following instructions of the assembly supervisor the provisions of Articles 7. and 8. shall apply accordingly.
 - b) carry out all excavation, constructional, foundational and scaffolding work including procurement of the required construction materials.
 - c) provide the necessary devices and heavy tools (e.g. cranes, compressors) as well as the required commodities and materials.
 - d) provide heating, lighting, operating power, water, including the necessary connection points.
 - e) provide necessary, dry and lockable rooms to store the tools of the assembly staff.
 - f) transport the assembly parts at the assembly location, protect the assembly location and materials against harmful influences of all kinds; clean the assembly location.
 - g) provide suitable theft-proof recreation rooms and working rooms (with heating, lighting, washing facilities, toilets) and first aid for the assembly staff.
 - h) provide the materials and take all other action which is necessary to adjust the object of assembly and to carry out any testing provided for by the contract, if any.
- 3.2. The technical assistance by the Customer must guarantee that the assembly is commenced without undue delay after arrival of the assembly staff and can be carried out without delay until acceptance by the Customer. If special plans or instructions of the Contractor/Customer are necessary these shall be provided to the Customer/Contractor in due time.
- 3.3. If the Customer does not observe its duties the Contractor shall be entitled, but not obliged, after it has set a deadline therefor, to have them carried out the duties for which the Customer is responsible in its place and at its cost. In all other respects the statutory rights and claims of the Contractor shall remain unaffected.

4. Assembly period, assembly delay

- 4.1. The assembly period shall be deemed observed if by expiry thereof the object of assembly is ready for acceptance by the Customer, where testing is contractually agreed, for performance thereof.

- 4.2. If the assembly is delayed as a result of force majeure, labour disputes or other circumstances for which the Contractor is not responsible the assembly period shall be extended by a reasonable period providing that it can be proven that such hindrances have a significant influence on completion of the assembly work.

- 4.3. If the assembly is delayed due to the Contractor's fault and the Customer suffers damage as a result, it is entitled to demand a set amount of compensation for delay. This shall be 0.5 % per full week of the delay but a maximum of 5 % of the assembly price for the respective part of the object to be assembled by the Contractor which cannot be used in due time as a result of the delay.

If the Customer sets the Contractor a reasonable deadline for performance after the due date - taking account of the statutory exemptions - and this deadline is not met, the Customer shall be entitled to rescind the agreement in the framework of the statutory provisions. It undertakes to state within a reasonable period, if requested to do so by the Contractor, whether it chooses to exercise its rescission right. Further claims owing to default shall be governed exclusively by Article 7.2.

5. Acceptance

- 5.1. The Customer shall be obliged to accept the assembly work as soon as it has been informed that the assembly work is complete and any testing of the assembled object which has been contractually agreed has been carried out. If the assembly proves not to be in line with the contractual agreement the Contractor shall be obliged to remedy the defect. This shall not apply if the defect is not relevant to the Customer's interests or is the result of a circumstance for which the Customer is responsible. If there is no significant defect the Contractor may not refuse acceptance.
- 5.2. If acceptance is delayed for reasons for which the Contractor is not responsible acceptance shall be deemed to have taken place after expiry of two weeks of notification of completion of the assembly.
- 5.3. As of acceptance the Contractor shall have no further liability for visible defects to the extent that the Customer has not reserved the right to assert a particular defect.

6. Claims for defects

- 6.1. After acceptance of the assembly work the Contractor shall be liable for defects in the assembly work excluding all other claims of the Customer without prejudice to no. 6.5. and Article 7. in such a way that it must remedy the defect. The Customer shall inform the Contractor in writing of any defects detected without undue delay.
- 6.2. The Contractor shall not be liable if the defect is not relevant to the Customer's interests or is the result of a circumstance for which the Customer is responsible.
- 6.3. In the case of changes or maintenance work which has not been properly carried out by the Customer or third parties without the prior consent of the Contractor the Contractor shall not be liable for the resulting consequences. Only in urgent cases where there is a risk to operational safety and to avert disproportionate further damage, whereby the Contractor must be informed immediately, or if the Contractor - taking account of the statutory exceptions - has allowed a reasonable deadline set for remedy of the defect to fruitlessly expire, shall the Customer be entitled in the framework of the statutory provisions to remedy the defect itself or have the defect remedied by third parties and demand reimbursement of the necessary costs from the Contractor
- 6.4. The Contractor shall bear all costs which result directly from the subsequent improvement or replacement delivery including shipping, disassembly and assembly where this does not lead to a disproportionate burden for the Contractor. If recourse claims arise in the context of a supply chain when a newly manufactured item is sold, the supplier shall reimburse the customer for the expenses incurred to the extent of his statutory obligation.

6.5. If the Contractor - taking account of the statutory exceptions - allows a reasonable deadline it has been set to fruitlessly expire the Customer shall have a right within the framework of the statutory provisions to reduce the remuneration. Only if it can be proven that the assembly work despite reduction is not of interest to the Customer can the Customer rescind the agreement.

Further claims shall be governed exclusively by Article 7.2.

7. Liability of the Contractor, exclusion of liability

7.1. If the assembled object cannot be used in accordance with its contractual purpose for a reason for which the Contractor is responsible the provisions of Articles 6. And 7.2. shall apply excluding further claims by the Customer.

7.2. The Contractor can be held liable - on whatever legal grounds - for damage which has not been caused to the object of assembly itself only

- a) for intent,
- b) for gross negligence committed by the owner/bodies or executive employees,
- c) for culpable injury to life, body, health,
- d) for defects which it has fraudulently concealed,
- e) within the framework of a guarantee promise,
- f) to the extent that, according to the Product Liability Act, liability is accepted for injuries to persons or damage to privately used objects.

7.3. In the event of culpable violation of essential contractual obligations, the Contractor shall also be liable both in the case of gross negligence committed by non-executive employees and in the case of slight negligence. In the latter case, liability shall be limited to contract-typical, reasonably foreseeable damage.

7.4. Further claims shall be excluded.

8. Statute of limitations

All claims of the Customer - on whatever legal grounds - shall expire in 12 months. The statutory periods shall apply to compensation claims pursuant to Article 7.2. a-d and f.

If the Contractor carries out assembly work to a building and causes it to be defective as a result, the statutory periods shall also apply.

9. Assembly price

9.1. The assembly shall be calculated in accordance with the valid charge rates of the Contractor on the basis of time spent unless a fixed price is expressly agreed.

9.2. All prices are understood net and do not include the applicable sales tax.

9.3. All payments are to be made in Euro.

10. Applicable law, place of jurisdiction

The parties shall endeavor, by mutual agreement, to resolve all disputes arising out of this Agreement, including those relating to its validity, irrespective of whether they occurred during the period of validity or until the end of the warranty period.

If no agreement can be reached and the Purchaser has his seat in the FRG, the matter will be finally decided according to the Rules of Arbitration of the German Institution of Arbitration e. V. (DIS) under the exclusion of ordinary legal action. Place of arbitration is Frankfurt / Main. German material law is applied.

However, if the Purchaser has his seat outside the FRG, the matter will be finally decided in accordance with the rules of arbitration of the International Chamber of Commerce (IHK) by one or more judges appointed under these rules. The place of arbitration is Geneva. Swiss substantive law is applied. The language of negotiation is German or English.