

Installation Terms

Domestic / Overseas

Status as of 02/2020

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The following terms and conditions shall exclusively apply for the provision of our installation services for machine installation, set-up work, renovation work, repair work and overhauling work on machines in its respective current version, also for possible use by our sub-contractors.

Conflicting or deviating conditions of the customer are hereby rejected, these also will not be a part of our contract when performing our services.

1.0 General

1.0.1 The cost for the installation work as well as the necessary replacement parts shall be borne by the customer.

2.0 Installation Costs

2.0.1 Hourly Rate

Installation and Travel Time

Travel time are working times during normal work times from Monday to Friday from 07:00 to 15:00 Hrs.

Installers (mechanics, electrician)	EUR/hr.
Installers Installation Head (mechanics, electrician)	EUR/hr.
Technician / Engineer	EUR/hr.
Development programmer and Software programmer SPS-Basis	EUR/hr.
Installation helper	EUR/hr.
External specialists (contractors) as per requirement	EUR/hr.

(Billing plus processing fee)

- The hourly rates shall be informed on request.

2.0.2 Lump-sum Expense Allowance (Domestic)

Travel Costs one day

Travel Costs multiple days

EUR
EUR

2.0.3 Lump-sum Expense Allowance (Overseas)

The determination of overseas travel costs as per the legal overseas rates.

2.1.1 Over time surcharge for installation, usage of hotline and travel hours

the first two hours 25%

all further hours 50%

2.1.2 Saturday work day (surcharge per hour) 50 %

2.1.3 Sunday work day (surcharge per hour) 70 %

2.2.1 Work on a Holiday

Surcharge for holidays in Nordrhein-Westfalen 125 %

Work on 24th December from 14:00 hrs., 25th and 26th December, 1st May 150%

2.3.1 Travel Costs

for journey with a car 0.85 EUR/km

for journey with a transporter 1.40 EUR/km

(for simultaneous delivery of machine components)

other travel costs (e.g. train, plane, taxi) at actuals

2.4.1 Accommodation Costs at actuals

2.5.1 Hotline

The availability of our Hotline is on work days 6.00 – 22.00 hrs. and Saturdays 6.00 – 12.00 hrs., moreover an agreement can be made for a 24 hrs. availability for fixed times. Excluding legal holidays in Nordrhein-Westfalen.

Managing Directors

Norbert Horstkemper | Helmut Wiesing
HRB 5761 ■ AG Gütersloh
USt - Id Nr. DE 812 228 610

Bank Account

Volksbank Rietberg eG
Sparkasse Rietberg
Commerzbank Gütersloh

IBAN

DE 66 4786 2447 4700 0745 00
DE 60 4785 2760 0013 0587 06
DE 57 4784 0065 0158 4150 00

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For utilisation of the Hotline the first 15 minutes will be charged at a lump sum of 85.00 € . Additional work will be charged at actuals at the above mentioned hourly rates. In case the utilisation of the Hotline in an individual case is part of the services to be provided by us at the time of commissioning or due to warranty rights, then no fees will be charged.

2.6.1 The standard rates specified in this Installation Terms and Conditions should be understood as net rates with addition of the VAT applicable at that time.

2.7.1 Payment Terms

The payment for installation costs is due with the presentment of the invoice. The customer does not have a right of retention as per §§ 273, 320 BGB, so far as counter claims are uncontested or legally binding. The customer may set off counter claims only if its own claims are beyond dispute and legally binding. Our employees are not authorised to accept payments with debt-discharging effect.

3.0 Interruptions in Installation

3.0.1 In case several to and fro trips are required by the installer or his helper due to contract-related tasks, but for reasons not within our scope of responsibility, then the customer shall bear the costs.

4.0 Cooperation of the Customer

4.0.1 The cooperation of the customer should ensure that the installation shall start immediately after the arrival of our installation personnel and shall be carried out without interruptions until the acceptance by the customer.

4.0.2 The unloading is only possible across the trucks longitudinal axis. An adequately firm approach path for the truck or set-up area of the equipment. (A truck with total load of 35 tonnes and a total length of 18 m) as well as an adequate large opening of the building for bringing in components should be ensured by the customer.

4.0.3. The delivery of machine components and assemblies can be carried out without the presence of one of our installers. In this case the customer is obliged to unload the truck with technically qualified personnel. The customer shall receive a written confirmation from us stating that the process till the 1st set-up is covered through the transport insurance.

4.0.4 The location for interim storage of the machine components should be located in direct proximity to the installation location and should be sufficiently large. The staging area as well as the installation area should be clean and free of any other assemblies. The machine components are to be stored in closed rooms and in dry conditions. The security of the delivered machine components against theft during storage till the acceptance of the installed equipment is the responsibility of the customer.

4.0.5 The customer shall support the installation set-up by providing the necessary and technically qualified assistants, as well as appropriate machine operators.

4.0.6 The customer shall also provide a German-speaking contact person.

4.0.7 If the customer cannot comply with his obligations, then we are authorised but not obliged, to take over the activities of the customer at his expense.

4.0.8 Complaints due to the performance and/or behaviour of our installer should be immediately informed to us by the customer in writing.

4.1 Building Site - Prerequisites

4.1.1 The customer is obliged for the security of the work area and to comply with existing security regulations, as well as to provide reasonable work conditions as per the workplace ordinance - ArbStättV - 1997 edition. The work place must have adequate temperature (15° C minimum temperature, must be well lit, dry and must be equipped with power/water connections in direct proximity.

4.1.2 The lifting tools (forklift, truck-mounted crane/indoor crane, lifting / installation platform, special lifter and special transporter, etc.) required for installation and commissioning as well as all scaffolds and ladders must be provided by the customer free-of-cost, in a timely manner and for exclusive use as per our request.

4.1.3 We assume that a stable, flat concrete floor with a minimum concrete quality of C20/25 required for secure anchoring and appropriate reliability as per DIN 1045 is available. The hall floor must at least be 20 cm thick. Flatness and slopes above 4 require separate measures and must be informed before the conclusion of the contract.

The evidence of the carrying capacity of the floor and the foundation must be furnished by the customer. Concrete cutting and chiselling work if not separately commissioned are not included in our scope of supply. A commissioning for this is separately linked to „Bedingungen 4.2 für Betonarbeiten [Terms and Conditions 4.2 for Concrete Work]“.

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- 4.1.4 The machine-related supply connections (electric, compressed air, water connections, etc.) must be provided by the customer till the terminal point of the machine.
- 4.1.5 During the installation work the following connections in close proximity, for our tools and equipment is to be provided free of cost:
Electricity (230 V and 400 V respectively 50 Hz), compressed air (dry, non-lubricated, constant pressure minimum 6 bar) and possibly a water connection 1" approx.2-4 bar.
If in case our customer does not permit the usage of our tools or we are prohibited by a governmental agency to use our own tools, then the customer is obliged to inform us about this fact before the beginning of installation. We will then provide an estimated list of necessary tools to the customer. The customer is then obliged to provide us the tools required for installation free-of-cost.
- 5.0 Tasks of the Installer**
- 5.0.1 The installer shall carry out only those tasks assigned to him by us and then shall teach the customer about operating the machine.
- 5.0.2 The installer shall in urgent cases, especially to prevent operational interruptions, on the request of the customer work overtime or on holidays within the legally permitted scope. The costs occurring due to this have been specified in Number 2 of this Installation Terms and Conditions.
- 5.0.3 The installer is not authorised to make legally binding decelerations for us.
- 6.0 Guarantee**
- 6.0.1 We guarantee that faulty installations shall be rectified free-of-cost.
- 6.0.2 The claim for rectification shall lapse, if the customer does not bring an obvious installation fault to our notice immediately.
- 6.0.3 We do not have liability towards installation defects, which occur due to special local circumstances, soil conditions, etc.
- 6.0.4 In case of justified complaints we shall rectify the defects within a stipulated deadline after notification of the defects by the customer. If the rectification finally fails, is impossible or is not undertaken within a stipulated time, then the customer can withdraw from the contract after setting a deadline or can demand reduction of compensation as per legal regulations. The right to withdraw is available to the customer only in case of significant contractual violations.
- 6.0.5 In case the customer undertakes changes or repairs himself or by a third party without our agreement, before we have had a chance to rectify our faults, then we shall not have liability towards defects or damages, which have been caused by the changes or repairs undertaken by the customer himself or by a third party.
- 6.0.6 So far as our installation service are not considered as a service for a building, then the limitation period for installation-related claims is one year since the acceptance of our installation service.
- 7.0 Liability**
- 7.0.1 The following applies for our liability based on claims for damages by the customer, irrespective of which type, also for negligence when entering into the contract:
Our liability is limited to the faults typically arising installation defects during the provision of installation services. This limitation does not apply in event of culpable injury to life, body or health as well as in case of deliberate violation of other obligations.
- 8.0 Acceptance of Installation**
- 8.0.1 Our installation personnel shall submit the installation report to the customer for signing. Through his signature the customer acknowledges the execution of the installation work. Moreover after the completion of the installation work a joint acceptance is carried out with the customer. A signed confirmation of acceptance is issued by the customer.
- 8.0.2 In case a joint acceptance is not possible because an authorised signatory is not available at the time of departure of the installer or the acceptance was not carried out, then our installer shall leave it to the customer to send a completion notice. The customer shall in such a case carry out the acceptance within 10 days after notification of completion of the installation. After expiry of the 10 days from the completion of the installation, if the customer has not notified any objections in writing then the acceptance will be deemed to be completed.
- 9.0 Severability Clause**
- 9.0.1 In case individual above mentioned installation terms are not effective, this does not affect the effectiveness of other conditions as well as of the contract. Instead of the ineffective clause the legal regulations shall apply.

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