

## SUPPLEMENTARY CONDITIONS FOR DOMESTIC ASSEMBLY WORK

- I. Scope of application
- II. Assembly price
- III. Cooperation of client
- IV. Technical assistance by buyer
- V. Assembly period, delay in assembly
- VI. Acceptance
- VII. Warranty claims
- VIII. Liability and exclusion of liability
- IX. Period of limitation
- X. Indemnification by client
- XI. Applicable law, place of jurisdiction

### General, for application with:

1. A person who acts during the conclusion of the contract in a commercial or independent professional capacity (entrepreneur);
2. Legal persons under public law or a public-law special fund.

### I Scope of application

These conditions of assembly shall apply to all assembly work taken over by us if not otherwise agreed in any specific case.

### II Assembly price

1. The assembly work shall be charged on the basis of a separate time count, if no lumpsum price was specifically agreed.
2. The amounts agreed are exclusive of VAT.

### III Cooperation of client

1. The client shall, at his own cost, assist the assembly staff in the performance of the assembly.
2. The client shall take the necessary specific steps for the protection of people and objects at the place of assembly. He shall also inform the leader of our assembly team about any special safety prescriptions if they are relevant for the assembly team.

### IV Technical assistance of the buyer

1. The client shall be obliged to render technical assistance at his own expense, in particular he shall be responsible for the
  - a) provision of necessary and suitable helpers, in the numbers required for the assembly and for the required period of time; the helpers shall follow the instructions given by our assembly team leader. We shall not be liable for helpers. If a defect or damage is caused by helpers because of instructions given by the assembly team leader, paragraphs VII or VIII shall apply.

- b) provision of heating, lighting, operating power, water, incl. the required connections,
  - c) provision of necessary dry and lockable rooms for the storage of the assembly staff's tools,
  - d) transport of assembly parts at place of assembly, protection of place of assembly and assembly material from detrimental influences of all kinds, cleaning of place of assembly,
  - e) Provision of suitable, theft-protected staff rooms and work rooms (with heating, lighting, washing accommodation, sanitary equipment) and First Aid for the assembly staff.
  - f) Support during performance of testing if and as stipulated in the contract
2. Technical assistance by the client must ensure that the assembly can start immediately after the arrival of the assembly staff and can be carried out without any delay until the acceptance of the equipment by the client. If special plans or instructions from our side are necessary, we will make them available to the client in due time.
  3. If the client fails to meet his obligations, we shall, after having set a period of grace, be entitled, but not obliged, to carry out the actions which are the client's duty, in his stead and at his expense. As for the rest, our legal rights and claims shall remain unaffected.

#### **V. Assembly period, delay in assembly**

1. The assembly period is deemed to be met if the assembly can be carried out until acceptance by the client by the end of the assembly period. If special plans or instructions must be provided by us, we will make them available to the client in due time.
2. If there is a delay in the assembly owing to measures taken within the scope of labour disputes, in particular strike and lockout, as well as if circumstances occur which were not caused by us, an appropriate period of extension shall be applied, in as far as such obstacles can be proven to be of considerable influence on the assembly. This shall also apply if such circumstances occurred after our delay commenced.
3. If the client sets an appropriate period of grace after the performance fell due - taking the legal exceptions into account - and if we fail to meet this period, the client shall be entitled to withdraw from the contract within the scope of legal provisions.

Any further claims because of delay shall exclusively be subject to paragraph VIII.4 of the conditions herein.

#### **VI Acceptance**

1. The client shall be obliged to accept the assembly as soon as he has been notified of its completion and testing of the assembled object has taken place, if contractually provided for. If the assembly proves to be nonconforming, we shall be obliged to remedy the defect. This shall not apply if the defect is unessential for the interests of the buyer or is based on circumstances for which the client is responsible. In the case of an unessential defect, the client may not refuse the acceptance of the assembly.
2. If the acceptance is delayed due to no fault of ours, the acceptance is deemed to have taken place two weeks after the completion of the assembly was advised.
3. Upon the acceptance, we are no longer liable for any recognizable defects, provided that the client has not reserved the assertion of a specific defect.

## VII Warranty claims

1. After the assembly has been accepted by the client, we shall be liable for defects of the assembly, excluding all other claims of the buyer, without prejudice to number 5 and paragraph VII in such a way, that we shall have to remedy any defect. The client shall immediately report to us any defect identified.
2. We shall not be liable if the defect is inessential for the interests of the client or is based on circumstances for which the client is responsible.
3. In the case of alterations or repair work carried out inexpertly by the client or a third party our liability shall be null and void for the consequences from such inexpert work. The client shall be entitled to remedy the fault himself or have it remedied by a third party and demand payment of the necessary cost from us, only if operating safety is at risk or for the prevention of disproportionately high damage - of which we shall, however, be notified immediately - or if we let a reasonable period of grace expire which the client set us for the remedy of the fault.
4. Of the direct costs incurred by the remedy of the defect we shall pay - provided that the complaint was justified - the costs of a replacement part including shipping. We shall also pay the cost of removal and re-installation well as the cost of any necessary provision of technical staff and helpers, including travel expenses, if this does not mean an unreasonably high burden for us.
5. If we let expire a reasonable period of grace set by the customer for the remedy of defects - taking into account the legal exceptions - , the client shall, within the scope of legal provisions, have a right to abatement. The client's right of abatement exists also in other cases of failure to remedy a fault. Only if the repair is proven to be without interest to the customer, in spite of the abatement, shall the customer be entitled to withdraw from the contract.

## VIII Liability and exclusion of liability

1. If an assembly piece is damaged during the assembly because of our own fault, we shall either repair it at our own expense or supply a new one, at our discretion.
2. If through a fault of the assembly company, the assembled object cannot be used by the client, owing to non-execution or faulty execution of proposals and consultations, as well as other contractual ancillary obligations before or after signing of the contract - in particular operating instructions and maintenance instructions of the assembled object, the regulations of paragraphs VII and VIII.1 and 3 shall apply, excluding any further claims of the client.
3. For damage caused not on the assembled object itself, we shall be liable, for whatever reason - only
  - a) in the case of intent
  - b) in the case of gross negligence
  - c) in the case of culpable injury to life, body and health
  - d) in the case of defects which we maliciously kept silent about or for whose absence we guaranteed
  - e) in as far as liability must be provided under the product liability law for injuries to persons or damage to privately used property
4. We shall only be liable in the case of culpably caused violation of material contractual obligations and in the case of gross negligence and intent, limited to the typical, reasonably foreseeable damage. Any further claims shall be excluded.

## IX Period of limitation

All claims by the client - regardless for what legal reason - shall become statute-barred after 12 months. The legal periods applicable shall apply to claims for damages acc. to paragraph VIII.3 a to e.

## **X. Indemnification by client**

If the fixtures or tools provided by us are damaged at the place of assembly without any fault of ours, or if they get lost without any fault of ours, the client shall be obliged to replace them. Damage caused by normal wear and tear shall not be covered by this.

## **XI Applicable law, place of jurisdiction**

1. Memmingen shall be the place of jurisdiction for all disputes arising directly or indirectly from the contract relationship. We shall however, be entitled to sue the client at his registered seat.
2. All legal relationships between us and the client shall be governed by the Law of the Federal Republic of Germany applying to the legal relations among domestic parties.