



Assembly conditions

We shall assign our skilled personnel at the following conditions for the execution of assemblies, commissioning, repairs and maintenance services at the request of the customer. Deviating agreements as well as agreements, which were reached between assembly personnel and the customer shall only be deemed binding if these have been confirmed in writing.

1. Scope

These conditions shall be deemed as a supplement to our General Terms of Delivery and Payment for the execution of assembly work at home and overseas, the respective valid settlement rates shall be invoiced.

2. Duties of the orderer

The orderer undertakes to make all documents and information available to the supplier in time before the start of the assembly, the knowledge of which is necessary for the supplier for the proper execution of the assembly; in particular exact details about the prevailing room circumstances; access roads and entrances as well as about the exact location of electricity, gas and water lines. The place of assembly is to be prepared at the costs of the orderer in time before start of the assembly to the extent that the work can be carried out without interferences. Material, which is to be provided, must be stored in a qualified and transparent manner at the place of assembly. All earth, masonry, carpentry, cutting, scaffolding and painting work as well as the provision of sufficient unskilled staff for transport, loading and unloading purposes as well as auxiliary assembly work and the provision of possibly necessary hoisting and rigging devices shall be due at the expense of the orderer. The orderer shall make the energy sources, which are necessary for the work such as electricity, water, gas and compressed air, available free of charge.

Suitable rooms, which can be locked, are to be made available for the storage of the assembly material, the tools and plant parts. A heated recreation room, reasonable sanitary facilities as well as secure storage of private objects are to be granted to our personnel free of charge. The orderer has to take all precautionary measures in order to protect the possessions of the supplier and its assembly personnel, which he would also take in order to protect his property. The orderer shall grant a free access route to the place of assembly for our assembly vehicles at all times as tools, measuring devices and material are stored in the vehicles.

Before the start of assembly the orderer has to inform the assembly personnel about all existing public, in-house and contractual regulations and to carry out instructions concerning the accident prevention regulations which are to be applied or the existing risks.

3. Provision of assembly personnel

If third party companies are commissioned with assembly work by the orderer he is responsible for the interference-free coordination, our personnel have no supervisory obligation for third party companies and their services.

4. Own services of the orderer

If the orderer carries out own assemblies in part or in full then he shall assume the responsibility for such work; the same shall apply to the provision of assembly material or plant parts. Our personnel are responsible for the examination of the own service or the skilled installation of provided materials through which however a warranty owing to assembly faults and/or insufficient suitability of the materials is not substantiated.

5. Acceptance

The orderer is obliged to accept the executed service as soon as its termination has been reported to him. The examination/testing of the plant and the initial instructions of the operating personnel shall be offered with the acceptance. If the acceptance is delayed due to circumstances for which the supplier is not responsible then it shall be deemed as carried out with the expiry of one week after termination. At the same time the risk and assurance of the operational readiness shall pass to the orderer.

6. Work certificates

The basis for the calculation of executed services are the hourly time sheets and proof of material counter-signed by the orderer, which are issued by our personnel for each day. The orderer has to note possible discrepancies in writing on the submitted certificates. If the orderer refuses the countersignature or if it is not possible for our personnel to receive this countersignature, these certificates shall also serve as a computation basis without a countersignature. Objections against their accuracy are thus excluded.

7. Travelling expenses

The travelling expenses of our personnel shall be for the expense of the orderer. In case of trips with motor vehicles the actually driven kilometres will be charged. With the use of other means of transport the orderer shall bear the incurred costs plus possible surcharges as well as the transport costs for material, tools and personal luggage. We reserve the right to make the final choice of the suitable means of transport in all cases. Travel home of our personnel on weekends, bank holidays and/or for the procurement of additional material or information shall be for the expense of the orderer.

8. Overnight stay, daily allowances

The costs for overnight accommodation shall be for the expense of the orderer. We reserve the right to choose the suitable quarters; whereby the daily travelling expenses between accommodation and workplace shall be charged.

The absence of our personnel from the registered seat of our company shall be deemed as decisive for the calculation of the daily allowances. In case of absence of less than one workday the daily allowances shall be charged pro rata.

9. Other costs

Business expenses of our personnel shall be charged against proof. This shall in particular apply to telephone, postage, storage of baggage and other expenses.

10. Settlement rates

We shall charge the currently valid hourly rates for each hour of rigging, travelling, work and waiting for the assignment of our personnel. We shall charge the currently valid daily allowance for additional expenses for meals per man/day without accommodation costs. We shall charge the currently valid rates for motor vehicle travel as travelling expenses.

11. Final provisions

The valid settlement rates are deemed without value added tax and are calculated based on the current cost situation. Insofar as the calculation basis changes we are entitled to make an adjustment at all times, the right to which we explicitly reserve. Objections of the orderer against our assembly conditions cannot be taken into consideration if the ordered contracting work was already started or provided.