

## 1. General

1.1 Our Installation Conditions apply to our services in the assumption of installation work. The supply of products is subject to our General Conditions of Sale.

1.2 Our Installation Conditions only apply to enterprises within the meaning of Article 14 German Civil Code ("BGB"), in respect of legal persons under public law, and in respect of public law special funds in the meaning of Article 310, Para. 1, BGB.

1.3 We do not acknowledge general business conditions of the Customer which contradict or deviate from our Installation Conditions, unless we have exclusively agreed to their validity.

1.4 Orders and other agreements shall require the written form (including by e-mail). Our employees are not entitled to deviate from the contents of the order and of these Conditions, before, during, or after the concluding of the contract by way of oral or written undertakings, or to supplement them. This shall not apply to undertakings by our directors and officers or authorised representatives.

## 2. Quotation and Concluding of Contract

2.1 All our quotations are subject to review.

2.2 Concluding of contracts shall be effected by way of our written confirmation of order, unless in exceptional cases the order is placed orally or by telephone. The scope of the services to be provided by us and the conditions for them shall be definitively set out in the confirmation of order.

## 3. Installation Price and Terms of Payment

3.1 Installation shall be charged by time, in accordance with the Appendix, unless a lump-sum price has been expressly agreed. Travel and waiting times shall be deemed to constitute working time.

3.2 The Customer shall be required to certify to the Installation Manager, at the conclusion of work, and in cases of installation lasting several days on a daily basis, the working time and the services carried out. We base the issue of the invoice on the information provided by our installers.

3.3 The agreed prices are understood to be exclusive of statutory Value Added Tax applicable in each case, which is to be paid separately.

3.4 We retain the right to increase our prices accordingly after the expiry of four months from the concluding of the contract if, after the concluding of the contract, increases in cost arise, in particular due to tariff agreements or changes in the prices of materials.

3.5 The installation price is due for payment after acceptance and on the receipt of our invoice. Payments are to be effected to our account without deductions. The provisions of the law regarding default in payment shall apply.

3.6 Our installers and representatives are not entitled to receive payments.

3.7 The Customer shall only be availed of the right to offset or retain payments if the counterclaim has been established in law, has been acknowledged by us, or is undisputed. The Customer is only entitled to exercise a right of retention if his counterclaim arises out of the same contractual relationship. We shall be entitled to retain the services incumbent on us in respect of the Customer on grounds of claims, even if conditional and time-limited, even if these are not based on the same contractual relationship.

## 4. Scope of services

4.1 The installation services incumbent upon us extend, unless agreed otherwise, to the installation of the products supplied by us.

4.2 Not included under the installation services, although potentially capable of agreement in individual contracts, is the dismantling of machines or parts thereof, cleaning and other preparatory work, the reassembly of the machines after the conclusion of the contractual installation service, and the operating of the machines at test runs.

4.3 Changes in the performance of installation (moment of time, duration, scope) in relation to agreements reached previously are to be notified to us by the Customer in writing, and are to be agreed to by us.

## 5. Installation Deadline and Delays in Installation

5.1 Non-binding installation deadlines or binding installation deadlines may be agreed.

5.2 If a binding deadline is agreed, the deadline shall be deemed to have been met if, by the time of its expiry, it is possible for the Customer to carry out a test run.

5.3 In the event of the installation deadline proving impossible to meet due to circumstances beyond our control, the installation deadline shall be extended accordingly. This shall also apply if we fall into delay in the performance of the installation work. Costs incurred by a delay in installation for reasons not attributable to us, in particular waiting times and additional travel required by our installers shall be borne by the Customer.

## 6. Co-operation on the Part of the Customer

6.1 The Customer is to grant access to our installers to the installation location. The Customer shall carry out all preparatory work at the installation location and fulfil all the co-operation obligations described hereinafter in sufficiently good time for our installers to be able to begin installation forthwith after arriving at the Customer's premises as contractually agreed, and to do so without hindrance, as well as being able to complete this without delays.

6.2 The Customer shall be required to provide the ancillary personnel required, to provide insurance in accordance with the provisions of the law, and to meet the costs for the ancillary personnel as well as for all other co-operation procedures. The ancillary personnel are to follow the instructions issued by our installation manager. We shall not undertake any liability in respect of the ancillary personnel. We shall be liable in accordance with the warranty provisions agreed under Item 8 for deficiencies or damages which are incurred by the ancillary personnel on the basis of instructions from the installation manager.

6.3 The Customer shall be required to take the measures required for the protection of personnel and objects at the installation location, and to advise our installation manager in good time prior to the commencement of installation work of any special safety regulations which may pertain, such as may be of significance to the installation personnel. The Customer shall carry out the safety instruction and training necessary, and shall advise us of any contraventions on the part of the installation personnel against such safety regulations.

6.4 The Customer shall provide the devices required (elevator stages, fork-lift trucks, scaffolding, etc.), as well as electrical connections, lighting, water and heating.

6.5 The Customer shall carry out an agreed test run in the presence of our installation manager.

6.6 The Customer shall be obliged to obtain approval for working on Sundays and public holidays.

## 7. Acceptance and Bearing of Risk

7.1 The Customer shall be obliged to carry out acceptance of the installation as soon as the conclusion of installation is notified and, if contractually agreed, a test run has been carried out.

7.2 Provided that no major defect or deficiency pertains, the Customer cannot refuse to carry out acceptance.

7.3 In the event of delay in acceptance for reasons not attributable to us, acceptance shall be deemed to have been effected after the expiry of two weeks from notification of the completion of installation.

7.4 In the event of installation not being able to be carried out, or not completely, for reasons not attributable to us, the Customer shall reimburse us for services already provided by us, as well as for expenses incurred.

7.5 Except for the cases cited under Item 7.3, we shall not be liable for identifiable defects or deficiencies, unless the Customer has reserved the right to claim for a specific defect or deficiency. Our liability for identifiable defects or deficiencies shall not be incurred even in the cases under Item 7.3, if the Customer has not reserved the right, in the event of later actual sanction of the installation service as being as contractually agreed, to claim for a specific defect or deficiency.

## 8. Claims for Defects or Deficiencies

8.1 The Customer is obliged to notify us forthwith of any defect or deficiency which is identified. In the event of justified notification of defects or deficiencies made in good time, we shall make good the defect or deficiency by way of subsequent fulfilment.

8.2 We shall be entitled, in accordance with the provisions of the law, to decline to carry out subsequent fulfilment. In the event of the declining of subsequent fulfilment, its failure, or of it not being feasible for the Customer, the Customer shall be entitled to effect reduction in the remuneration. Only if the

installation is demonstrably without interest for the Customer, despite the reduction in remuneration, is the Customer entitled to withdraw from the contract.

The provisions in Item 9 shall apply to any claims for compensatory damages and claims for reimbursement of expenditure.

8.3 The Customer shall only have the right to make good the defect or deficiency himself, or arrange for this to be done by third parties, in urgent cases in which operational safety is at risk and in order to obviate disproportionately substantial damages, and after the expiry of an appropriate period of grace granted by the Customer for subsequent fulfilment, and to demand from us reimbursement of the expenditure required.

8.4 The Customer shall not acquire any rights in respect of defects or deficiencies if interventions or modifications are effected to the installation without our agreement, unless the Customer can prove that the defect or deficiency was not caused by these interventions or modifications.

## 9. Liability for Compensatory Damages and Reimbursement of Expenditure

9.1 In the event of a pre-contractual, contractual, and extra-contractual infringement of obligation, even in the event of deficient provision of services, tort and producer liability, we shall only be liable for compensatory damages and reimbursement of expenditure, subject to the reservation of further contractual or statutory liability preconditions, in cases of unlawful intent or gross negligence or in cases of slightly negligent infringement of a substantial contractual obligation (a contractual obligation of which an infringement prejudices the achievement of the purpose of the contract). Nevertheless, our liability, with the exception of an instance of unlawful intent, shall be restricted to such damages as can typically be foreseen under contract at the time of the contract being concluded.

9.2 Except in cases of unlawful intent or gross negligence, we shall only be liable for damages incurred by default up to the amount of 5 % of the agreed installation price.

9.3 The exclusions and restrictions in respect of liability contained in Paras. 1-3 shall not apply in cases of the assumption of a guarantee for the quality and condition of the item in the meaning of Art. 639 BGB, in the event of malicious concealment of a defect or deficiency, in the event of damages arising from injury to life, the body, or to health, as well as in the event of mandatory liability in accordance with the Product Liability Law (Produkthaftungsgesetz).

9.4 Claims by the Customer due to defects or deficiencies in a building structure or a work, the success of which lies in the performance of planning and supervision services for a building structure, shall become time-barred five years after acceptance of the installation by the Customer. Otherwise, all claims against us shall be time-barred, irrespective of their grounds in law, at the latest one year from the acceptance of the installation by the Customer, or in the case of tortious liability, as from the time of this becoming known, or grossly negligent ignorance of the circumstances giving grounds for the claim and of the person of the party liable to effect compensation. The provisions of this Paragraph shall not apply, and in this situation the provisions of the law shall be applicable, in the event of a case of liability due to unlawful intent and in the cases provided for in Para. 4. Any shorter statutory time-barring periods shall take precedence.

## 10. Applicable Law

Legal relations between us and the Customer shall be construed in accordance with the laws of the Federal Republic of Germany.

## 11. Jurisdictional Venue

Jurisdictional venue for any disputes arising from this contract shall be, in our discretion, either our registered office or the Customer's registered office. The venue for Customer's legal action shall in any case be our registered office. Any statutory regulations governing exclusive jurisdictional competence shall remain unaffected.