

## 1. Start of Contract

The contract between the principal and G & Z Montageservice GmbH (hereinafter referred to as G & Z) shall only come into force upon written confirmation of the order by the principal, which may be furnished by fax in the case of short-term assignment.

- 1.1 Our terms and conditions shall become a legally binding part of the contract upon commencement of the contractual services, without requesting the principal to re-confirm in writing.
- 1.2 Any other order confirmations shall have no legal validity even without our express written objection.

## 2. Scheduling

- 2.1 The principal must notify the start of the assignment in good time ensuring that all activities necessary for the execution of the order (personnel, material planning - forklifts - cranes etc.) can be carried out with due care. For this purpose, the order confirmation must be received from the principal at least 8 days before the date of deployment in the case of domestic orders and at least 14 days before the date of deployment in the case of foreign orders.
- 2.2 In the case of order cancellations up to 2 days before the planned performance of services, G & Z shall charge 40 % of the agreed or expected order value, irrespective of the reason, unless the principal proves that no damage was incurred at all or that the damage is significantly lower than the lump sum.
- 2.3 G & Z is entitled to refuse the travel of assembly personnel and the commencement of services in the event of travel warnings by the Federal Foreign Office and/or if the safety of the personnel on the way to and at the assembly site is not guaranteed.

## 3. Activities and duties of our personnel

- 3.1 Our personnel will disassemble, pack, lift, load, transport, reassemble, align and maintain the respective machines after consultation with the principal and, if the principal so wishes, with the manufacturer of the respective machines. In addition, G & Z personnel may, upon request, be employed to assist with commissioning or production monitoring, but under no circumstances as machine operators or for responsible monitoring of the quality of the products. Commissioning can only be carried out by a specialist fitter of the machine manufacturer or principal and is not part of our scope of supply.
- 3.2 Our personnel shall only carry out tasks and activities which have been agreed and specifically defined between the principal and G & Z in the order confirmation. Activities beyond this will only be carried out and invoiced separately after G & Z's offer and written order confirmation by the principal.
- 3.3 As a general rule, activities on complex electronic, pneumatic and hydraulic construction units require a corresponding specialist fitter, who may have to be requested by the manufacturer and invoiced separately by G & Z. G & Z will inform the principal in good time of the necessity for such consultation.
- 3.4 Our personnel strictly observes the general safety regulations, which in individual cases are supplemented by the additional safety rules on site, and which the principal or a responsible person on site must inform us of before the start of the contractual services.
- 3.5 Our personnel is not entitled to make legally binding declarations on our behalf, in particular not to award contracts to other companies operating at the same location.

## 4. Activities and duties of the principal

- 4.1 The principal is responsible for ensuring that all necessary foundation work as well as other construction and steel construction work has been completed before our personnel commences any work, that the machines are in a clean, degreased condition and that all operating materials have been drained. Delays due to the lack of one of these parameters shall be borne by the principal. Upon request, our personnel shall carry out the necessary cleaning work, subject to separate invoicing, if the prerequisites set out in Section 3.2 above are met.

- 4.2 The principal shall provide G & Z, at his own expense and risk and without cost, with the technical support necessary for carrying out the work in good time, in particular through the provision of electrical energy (400V 32A/16A 50 Hz and 240V 16A 50 Hz; connections in accordance with German standards), sufficient lighting, compressed air, water and raw and auxiliary materials which are necessary for the respective execution of the order, assembly, testing and commissioning.
- 4.3 All necessary piping work up to the connection points on the machines for water, compressed air, aeration and ventilation as well as for all other operating materials necessary for operation shall be carried out by the principal as well as the leading of the electrical supply lines up to the switch cabinets. Our personnel is not entitled to work on power supply lines (230 V and higher) leading to the switch cabinets. We only establish connections from the supply lines directly at the machine area.
- 4.4 G & Z assumes no liability for the dimensioning and design of the supply lines and uses for the connection only the line connections provided by the principal.
- 4.5 The principal is obliged to ensure the safety of the workplace and the observance of the safety regulations as well as reasonable working conditions. He shall provide our personnel with suitable common rooms with appropriate sanitary facilities free of charge. Furthermore, he shall provide dry and lockable rooms for the storage of our materials and tools, which are subject to the principal's insurance cover. This applies in particular to times during which work must be interrupted, irrespective of the reason for the interruption, as well as for family home trips by our personnel.
- 4.6 In the case of work assignments abroad, the principal shall provide a suitable interpreter free of charge if required.
- 4.7 The principal shall also provide the listed services if the services of our personnel remain unbilled, irrespective of the reason.
- 4.8 The principal or a person authorised by the principal is obliged to confirm the work performed by our personnel on the submitted supporting documents, whereby the authorisation is deemed to have been given by furnishing the signature.

## **5. Liability for defective contractual services**

- 5.1 Unless otherwise stated in the following provisions, G & Z shall be liable for claims for damages and reimbursement of expenses, irrespective of the legal basis, in accordance with the statutory provisions.
- 5.2 The liability for damages caused intentionally or grossly negligently by G & Z or one of its vicarious agents or legal representatives as well as for damages resulting from injury to life, body or health is unlimited in amount.
- 5.3 In all other cases, G & Z shall only be liable to the extent that this is a breach of a material obligation, the fulfilment of which is essential to the proper execution of the contract and the observance of which the other party to the contract could rely on ("cardinal obligation"), but only to the extent of the typical, foreseeable damage.
- 5.4 In the case of Clause 5.3, the contracting parties shall assume that the foreseeable damage typical of the contract does not exceed the order value for each individual case of damage.
- 5.5 The principal is responsible for the regular backup of his data. In the event of a loss of data for which G & Z is responsible, G & Z shall only be liable for the expenditure which is necessary to restore the data if the data were properly backed up by the principal.
- 5.6 G & Z shall be liable for the faultlessness of the assembly or disassembly carried out by it. We do not assume any warranty for the faultless function of the assembled machines and their parts, unless the faultless function is due to our assembly.
- 5.7 Any complaint regarding defective contractual services must be made in writing immediately, at the latest within 7 calendar days after termination or interruption of our performance obligation of more than 7 days, unless it concerns hidden defects. These must be notified in writing within 7 days of their occurrence. We reserve the right, within the framework of our normal course of business, to inspect this complaint in person.  
Any defects demonstrably caused and accepted by us shall be remedied within four weeks, calculated from the availability of any necessary spare parts.

- 5.8 Liability claims shall become statute-barred one year after the beginning of the statutory limitation period. This does not apply in the case of intent or gross negligence or in the case of injury to life, body or health. In such cases, the statutory limitation period shall apply.
- 5.9 Liability under the Product Liability Act remains unaffected.
- 5.10 Necessary assembly and transport insurances shall be covered separately by G & Z on behalf of the principal and shall be charged to the principal by G & Z with regard to the insurance premium. Should the principal not wish an insurance policy to be taken out by G & Z, he undertakes to cover the insurance himself, whereby the interests of G & Z must be co-insured. The principal must provide proof before G & Z commences work; if he fails to do so, G & Z may justifiably refuse to commence work. In any event, G & Z shall not be liable to pay any compensation or damages for any damages incurred if the principal does not take out insurance, unless they have been caused by gross negligence or wilful intent.
- 5.11 G & Z accepts no liability for unavoidable events or natural disasters.

## **6. Transfer of risks**

- 6.1 The risk shall pass to the principal upon acceptance of the assembly work; acceptance shall be deemed equivalent if the principal does not accept the work of G & Z within a reasonable period of time set by G & Z.
- 6.2 We are not liable for the loss of parts of any kind in the case of contractual services within a company; the risk remains with the principal. The same applies to internal relocations, even if the locations are separated by public roads, paths and the like. This shall not apply, however, if the loss can be proven to be attributable to G & Z and is attributable to its intent or gross negligence.
- 6.3 In the event of disassembly and loading for the purpose of transport to another location, in particular to a new purchaser of machines, equipment and parts, the risk of loss of these items shall pass to the principal immediately upon completion of the loading work. This applies in particular to the provision and/or selection of the means of transport by the principal.
- 6.4 In particular, we shall not be liable for the destruction of machines, plants and parts due to theft and/or destruction before, during and after our services, unless G & Z is responsible for the destruction.

## **7. Travel costs and allowances**

- 7.1 In addition to the travel costs incurred (ferries, 1st class Bundesbahn (Federal Railway) from 200 km; in the case of air travel, if possible, coach class; from 10 hours flight time the next higher category; in the case of use of passenger cars: see applicable rate), we also charge all incidental costs incurred for visas, work permits, baggage and tool transport, etc., whereby we reserve the right to choose the means of transport. The same applies to the choice of accommodation.
- 7.2 The principal shall provide us with all necessary information for assignments abroad. This includes in particular the timely provision of official letters of invitation and work permits if these are necessary for the work assignment in the respective countries. Furthermore, the principal is responsible for ensuring that he or his local representative supports our personnel in all customs regulations and, if necessary, provides us with necessary security services free of charge.
- 7.3 If necessary, the principal shall assist our personnel in procuring appropriate accommodation (normal German standard). The selection decision is made by us. If our personnel uses their own vehicle or a vehicle provided by us, the principal shall pay the mileage flat rate in accordance with the applicable billing rates.
- 7.4 The travel time from the place of accommodation to the place of assignment and back is calculated as normal working time. The kilometres travelled shall be calculated at the applicable rate.
- 7.5 In the case of assignments abroad, the principal or his local contact is responsible for the free transport service for our personnel and material in the country.

## **8. Interruption of assembly work**

- 8.1 Waiting and/or standstill periods for which the principal is responsible or which are caused by force majeure, war and/or natural events shall be charged in accordance with the valid hourly rates; the same shall apply to travel expenses additionally caused by these interruptions. In particular, we assume no liability for the timely availability of parts. The same applies to late transports or total transport cancellations, irrespective of who has commissioned the freight forwarder.
- 8.2 We reserve the right to replace personnel in the event of work assignments that require our personnel to remain at a place of work for more than 12 weeks.
- 8.3 If an exchange is not possible, we shall grant our personnel family home trips of at least 3 consecutive days, depending on the place of employment and the duration of the assignment; in foreign countries outside Europe, the duration of the family home trip shall be at least 5 consecutive days. These family home trips are coordinated as far as possible in such a way that the progress of the work is guaranteed. The costs for these home trips shall be borne by the principal.
- 8.4 Interruptions of the assembly, which are conditioned according to Clauses 8.2 and 8.3, are recognized by the principal; the principal cannot derive rights therefrom.

## **9. Completion of work**

The confirmations of work and/or the time record must be countersigned for our personnel as soon as the work has been completed or interrupted in a special case. In the case of verification work, these time statements shall be countersigned at the latest on the last working day of the month; upon signing, the principal acknowledges that the time statements are correct. Upon completion of the work, an acceptance shall take place; the result of the acceptance shall be recorded in writing and signed by G & Z and the principal.

## **10. Taxes and levies**

The principal shall bear all taxes, levies and customs duties incurred in connection with our work.

## **11. Payment terms**

All invoices shall be paid in Euro without deduction and within the period stated on the invoice. After expiry of the period stated therein, the principal shall be in default without the need for a reminder. In any case, the principal shall pay interest at a rate of 9% above the base interest rate of Deutsche Bundesbank from the time the term of payment is exceeded. Retentions or set-offs are excluded, unless the set-off is made with an undisputed, legally established claim or arises from the same contractual relationship claim. We shall be entitled to issue partial invoices in order to invoice our services already rendered without the existence of a partial acceptance.

## **12. Delays in payment**

Should the principal fail to meet his payment obligations in due time, we shall charge a fee of € 5.00 per correspondence (reminder) from the time the payment deadline is exceeded. In addition, interest shall be charged in accordance with Clause 11. This does not apply if the principal proves that we have suffered no damage or a lesser damage than the lump sum incurred.

## **13. Other provisions**

- 13.1 Agreements deviating from G & Z's terms and conditions shall only be valid if they have been expressly confirmed by us in writing.
- 13.2 All agreements and contracts are subject to the law of the Federal Republic of Germany. If the principal is a merchant, a legal entity under public law or a special fund under public law, the courts responsible for the registered office of G & Z Montageservice GmbH shall have exclusive jurisdiction for disputes arising from agreements and contracts.

13.3 Should one of these provisions be ineffective or contain an inadmissible deadline or a gap, the legal effectiveness of the remaining provisions shall remain unaffected. Insofar as the ineffectiveness does not result from a violation of §§ 305 ff. of the German Civil Code (BGB; (validity of general terms and conditions)), an effective provision shall be deemed agreed in place of the invalid provision which comes closest to the economic intent of the parties. The same shall apply in the event of a gap. In the event of an impermissible deadline, the legally admissible period shall apply.

G & Z Montageservice GmbH  
As per: 10.01.2019