

1. Nature and scope of performance

In the absence of alternative terms expressly agreed in writing, assembly work will be performed solely in accordance with the following terms and conditions. Other terms and conditions will not be deemed binding on us, including where objection to such has not been raised on our part.

Assembly work encompasses the erection of the system supplied by us and/or the instruction of persons specifically designated by the customer.

Services not forming part of the agreement that are necessary for performance of the assembly work may only be rendered following written approval on our part.

We reserve the right to commission third-party companies to perform part or all of the assembly work.

2. Performance

Prior to the start of assembly work, a person is to be designated with responsibility on site for clarifying issues with the assembly manager.

The construction site must be freely accessible for lorries up to the unloading area/assembly site in all weather conditions. The customer is responsible for unloading and moving materials to the assembly site.

Adequate lifting gear, such as fork lifts, cranes, etc., including the necessary operators, is to be made available without charge for the purpose of transport and assembly throughout the entire period of assembly.

Free use of electricity and water is to be made available via distribution points in the immediate vicinity of the assembly site. The customer is to ensure that the assembly site has sufficient lighting facilities.

The customer is to provide the assembly team with a lockable storage facility without charge to store tools and materials.

The assembly site must be in a cleared and swept condition.

The customer is to inspect and guarantee the bearing capacity of the floor. Moreover, the facility to correctly anchor the racking system to the floor is also required. The assembly manager is to be advised of all hidden plumbing or pipes etc. running under the floor prior to starting assembly work. Manholes, drainage and similar disruptive elements are to have a minimum relief of 200 mm from racking corridors and columns. As a minimum, concrete used for the floor must be of B25 quality in accordance with DIN 1045, while the levelness of the floor must comply with DIN 18202. Accordingly, levelled out from the highest point, the following maximum gradients are permitted:

- 4 mm over 1 m distance
- 10 mm over 4 m distance
- 12 mm over 10 m distance
- 15 mm over 15 m distance

In the event of deviation from the requisite tolerances, the additional costs (material and work) of levelling out will be invoiced accordingly.

In the case of masonry work with the thickness of a single of brick, the tolerance limits apply solely to the flush side. Cracks and irregularities on finished walls, ceilings, flooring and floor coverings should be avoided; whereby this does not extend to the area-design-related structure. Irregularities and increments in height between neighbouring assembly elements are to be regulated separately. Permitted deviations in the evenness of materials are not considered in the level tolerance limits and must be afforded separate consideration.

Where the evenness of areas is subject to more stringent requirements, commensurate provision is to be agreed within the respective specification document.

The supplier is to be notified at an early stage of any postponement of the assembly start date due to delays in construction or for other reasons, whereby any resulting additional costs will be invoiced accordingly. Disruptions or obstructions to assembly work or cases of

interim storage instigated by the customer may also be charged at cost.

3. Payment

The following are not included in the price of assembly work (including agreed fixed prices) and will be invoiced separately in all cases:

- all periods of work arising from offloading and internal material transport
- all waiting periods not occasioned by us
- all auxiliary materials insofar as not encompassed within the scope of our delivery

4. Supplier performance does not include

- masonry, breaking work and concreting
- any necessary core drilling (where necessary such work will be invoiced separately)
- pumping off stagnant water
- removal of ice and snow
- cleaning the supplied system due to subsequent fouling by third parties
- application and implementation of local authority approval inspections and the associated costs
- deliveries and services not listed in the tender/order
- preparation of any measurement reports, where not otherwise agreed

5. Performance period and hindrances

Statements on our part regarding the start and duration of assembly work are approximate and non-binding where no express fixed dates have been agreed. Penalties or compensation for delays in performance and assembly work are precluded insofar as not expressly agreed. We reserve the right to extend the assembly period in cases of force majeure, any type of breakdown, strike or lock-out. If deemed necessary, we are also entitled to partially or completely retire from the order in such cases, whereby the customer will have no entitlement to claim for damages. This applies in particular to consequential damages as a result of defects.

6. Acceptance/warranty

Upon request and following notification of completion, an acceptance inspection is to be carried out directly at the cost of the customer, including for individual sections of the assembly object. Where an acceptance inspection has not occurred within 12 working days following notification of completion for reasons not occasioned by us, performance will be deemed accepted upon expiry of the twelfth day.

Where the customer puts the system or part of the system into operation, in the absence of alternative agreement, acceptance is deemed to have occurred at the start of any such operation.

If assembly work is defective, we will remedy the established defect provided the customer has effected notification of the complaint without delay. All further warranty or compensation claims are precluded. The customer is not entitled to withhold payment of all or part of the assembly work price on account of defects or offset such on the basis of counterclaims.

In all cases, the right of the customer to assert claims pertaining to assembly defects is barred after a period of 6 months from the timely notification of the complaint; at latest however, 6 months from acceptance of the assembly work.

No responsibility is accepted for damage arising as a result of the customer

- failing to extend the right allowing us to establish and remedy the notified defect, or
- attempting to eliminate the defect with unprofessionally executed repair work, or
- requiring performance in line with the customer's own instructions in deviation to our own design concepts and proposals, or
- carrying out the assembly work itself.

The German text of these General Terms and Conditions of Assembly is the sole authoritative version.