

1. General

These "General Terms for Installation" apply to all installation, repair and commissioning work which we execute on products supplied by us. Unless other provisions are made in these "General Terms for Installation", our "General Terms of Business" are also applicable.

The installation dates stated in the order confirmation are deemed to be estimates. The binding date of the commencement of installation work will be agreed in advance. Compensation obligations in the case of delays in the commencement of installation do not apply under any circumstances.

2. Completion of contract

Installation orders are only deemed to be accepted when IDEAL has confirmed these in writing.

Supplements and changes to the installation order only take effect after they have been confirmed by IDEAL in writing.

3. Scope of work

The activities of our installation personnel extend to the erection of the products supplied by us, testing of the functional capability of the machines and, if necessary, training of the operating personnel nominated by the customer.

For repair orders, the activities of our fitters are restricted to the extent individually specified in the written repair order.

If it should be found at the beginning of repair work that substantially more extensive repairs are necessary, these will be deemed to be approved by the customer unless he declines this immediately after this fact is made known by our fitters.

The personnel assigned by IDEAL are not entitled without prior written consent to execute installation and repair work on objects not supplied by IDEAL, even if they are substantial components of an overall machine.

4. Duties of the supplier

IDEAL affirms that it will ensure a careful selection and orderly instruction of the installation personnel. The numbers and composition of the personnel assigned in each case are the exclusive responsibility of IDEAL.

5. Duties of the customer

The customer affirms that he will support the installation personnel in the preparation and

execution of the installation work. In particular, he will undertake the following free of charge:

- Provision of the necessary equipment and heavy tools such as cranes, lifting equipment etc.
- Provision of the necessary media such as electricity, water, compressed air etc.
- Provision of suitable labourers who will comply with the instructions of the installation personnel.
- Provision of suitable and secure rest and work rooms.

The customer must take the necessary, special measures to protect people and property at the installation site. He will also inform the installation personnel of the existing, specific safety regulations in as far as these are pertinent.

He will inform IDEAL of infringements of the safety regulations by the installation personnel.

IDEAL will not accept liability for labourers assigned by the customer.

6. Working hours

The weekly working hours of the installation personnel agreed by collective labour agreement are currently 35 hours, representing 7.0 working hours on workdays from Mondays to Fridays.

Preparation, travel and delay times apply as working hours.

If the installation personnel cannot commence installation directly upon arrival or must interrupt installation work for an anticipated period of over four working hours, IDEAL is entitled to call back the personnel and specify a new installation date. This does not apply if delays or interruptions occur which are caused by IDEAL.

7. Installation rates

The following hourly rates are charged for installation work at home and abroad for the working hours, the travel times, for preparation times for installation and for any delays:

a) Installation fitter / electrician	80,00 EUR
b) Fitter for external service / service technician	90,00 EUR
c) Engineer	145,00 EUR

Surcharges on the above hourly rates are made for:

a) Overtime, per day 1 – 2 h	25 %
b) Overtime, per day above 2 h	50 %



- c) Work on Saturdays 50 %
- d) Work on Sundays 70 %
- e) Hours worked on bank holiday 100 / 150%.

The bank holidays designated in Germany (NRW) are applicable.

8. Accommodation and catering, home/abroad

Accommodation and catering for assignments of one or more days is charged according to the current list of flat rates for catering expenses during working visits at home and abroad.

Accommodation and catering is also payable for Sundays and bank holidays on which no work is executed if these lie within the overall installation period.

9. Travel expenses

IDEAL may choose to assign a fitter's van. The travel costs for each driven kilometre are 0,75 EUR plus Value Added Tax.

For rail travel, the costs for the return journey in second class are charged, plus sleeping car charges for overnight travel. Flight tickets are charged at cost. Accommodation expenses are charged at cost according to the local circumstances.

If the installation personnel visit several customers in the same area during one journey, the travel costs are charged pro rata. Special expenses and incidental costs are charged at cost plus Value Added Tax.

Installation visits are executed by IDEAL in an appropriate, economically reasonable manner.

10. Acceptance of the installation work

It is the duty of the customer to inspect the work of the installation personnel and to make any complaints known to the personnel before the installation work is complete.

The customer must inform IDEAL of any obvious deficiencies without delay. Otherwise, the installation work is deemed to be approved.

If the customer holds the opinion that the work and the handover of the machine has not been executed to his satisfaction, this must be recorded on the installation report from IDEAL.

11. Liability

IDEAL will not be liable of the desired success if not achieved despite the assignment of installation personnel.

Subsequent damages due to deficiencies, in particular loss of profits and damages due to production interruptions and operational disruptions are specifically excluded.

If test data is lost or data material is damaged, the liability of IDEAL is restricted to the material value of the data media and therefore does not extend to the expense of replacing lost data.

IDEAL will only be liable for infringements of confidentiality if employees of IDEAL have acted with intent or gross negligence. Claims against IDEAL employees are excluded.

It is the duty of the customer to ensure safety at the installation site. He will be liable to IDEAL for injuries and material damages caused by failure to fulfil this duty.

Determined deficiencies must be reported to IDEAL without delay. The right to claim for deficiencies lapses three months after reporting.

For repair costs, the liability of IDEAL is restricted to the professional execution of the repair. IDEAL is not obliged to examine the machine to detect other deficiencies. Damages caused by natural wear or by incorrect handling do not justify claims for deficiencies.

The customer cannot claim for compensation beyond the rights described above, regardless of the legal reason. In particular, any claims for the reimbursement of subsequent damages in any form, including due to positive contract infringements or prohibited actions are excluded in as far as the latter did not occur with intent.

If deviating terms arise for planned installation work, these must be recorded in a written agreement or in the order text of the installation order.

12. Court of competence

The court of competence for both parties is Lippstadt or the pertaining regional court.