

# Terms and conditions regarding the secondment of servicing and installation personnel of Schlie Hydraulik-Service GmbH

## 1. General information

These terms and conditions regarding the secondment of servicing and installation personnel apply to all servicing and installation work undertaken by us, unless otherwise agreed in writing in individual cases.

These terms and conditions supplement our General Terms and Conditions, which also apply.

Additional agreements require our written confirmation.

## 2. Working hours

The weekly working time is 37 hours at the Hamburg branch and 37 hours at the Rostock branch and is allocated as follows:

Hamburg branch:

Monday to Thursday	(7.00-16.00) 8 hours
Friday	(7.00-12.00) 5 hours

Rostock branch:

Monday to Thursday	(7.00-16.00) 8 hours
Friday	(7.00-12.30) 5 hours

These times also apply if shorter working times have to be observed for reasons for which we are not responsible. Overtime is to be provided insofar as it is necessary and is agreed. Working times of more than 10 hours and work on Sundays and public holidays at the place of work shall only take place in urgent and exceptional cases. Travel time is charged as working time, the costs of which are to be paid by the customer. The waiting time as well as the time required for finding a room and for any official notifications is charged as working time insofar as working time is lost as a result. Public holidays are those designated by law at the place of work and at the registered office of the installation company. The customer shall confirm the working hours of the servicing personnel on the form submitted to him/her.

## 3. Prices, price corrections

If no fixed price has been agreed or if additional work is carried out for a fixed-price order, the fee is to be invoiced according to the time outlay at our rates that are valid upon the completion of the work.

The agreed amounts do not include VAT, which is also to be paid to us at the statutory rate.

Our rates are determined on the basis of the current cost factors. If these change, the rates shall be adjusted by the installation company accordingly.

## 4. Travel, travel expenses

The travel expenses of the installation personnel (including the costs of transport and transport insurance for personal luggage and the tools carried and dispatched) shall be charged according to cost.

Travel expenses also include the costs of journeys home during the installation period and journeys by taxi, tram, bus or train.

Journeys in the customer company vehicles shall be charged according to the actual kilometres driven at the specified rate per kilometre. Any necessary flights shall be charged according to cost.

Travel time is charged as working time.

In the case of longer flights, a maximum of 12 hours per calendar day shall be invoiced if no other work is performed on the calendar day.

If flights are booked or arranged by the customer, the installation personnel must be provided with a flight ticket consisting of an open or scheduled return flight.

## 5. Allowance rates

The allowance is charged per day of absence from the installation company's headquarters (including Sundays and public holidays). If, on an individual basis, it transpires that this amount is not sufficient for adequate living expenses or day-to-day spending money, correspondingly higher rates shall be charged.

## 6. Insurance

The servicing and installation personnel continue to be covered by social security during their absence from the parent company, as the wages of the servicing and installation personnel continue to be paid.

## 7. Journeys home

Unless otherwise agreed, our servicing and installation personnel are entitled to a paid trip home every week (in Western Europe every 2 weeks, outside Western Europe every 8 weeks). The costs incurred shall be invoiced in accordance with our rates.

## 8. Payment

The installation costs are payable immediately upon receipt of the invoice and without any discounts. The customer is not entitled to a right of retention. Offsetting against counterclaims is only permissible insofar as these are recognised by us, are undisputed or have been legally established. The installation costs shall be invoiced according to the progress of the construction work and/or after completion of the installation.

## 9. Co-operation of the customer

9.1. The customer shall support the installation personnel in carrying out the installation at his/her own expense and grant them full occupational safety in the same way as s/he does for his/her own staff.

9.2. S/he must take the necessary measures to protect persons and property at the place of installation in accordance with the accident prevention regulations. S/he must also inform the installation supervisor or installation technician(s) of the current safety and accident prevention regulations, insofar as these are relevant to the installation personnel. S/he shall inform the installation contractor in the event of any infringements of such safety regulations by the installation personnel. In the event of a serious infringement, s/he may refuse the person(s) responsible for such an infringement access to the installation site in agreement with the installation supervisor.

9.3. Any required communication equipment must be provided free of charge or shall be charged according to cost.

9.4. The customer shall provide suitable technical personnel for the commissioning of machines, systems, etc. This also applies to test runs during the course of repair work.

## 10. Technical assistance of the customer

The customer is obliged to provide technical assistance at his/her own expense, in particular for:

10.1. Provision of the necessary suitable auxiliary staff (welders, carpenters, fitters and other skilled workers) in the number required for the installation and for the time required; the auxiliary staff shall not act as vicarious agents or assistants for the installation contractor; the installation contractor shall not assume any liability for the auxiliary staff.

10.2. Completion of all earthworks, construction, bedding and scaffolding work, including procurement of the necessary building materials.

10.3. Provision of the necessary equipment and heavy tools (e.g. hoists, compressors, racks, etc.) as well as the necessary commodities and materials (e.g. scaffolding timber, wedges, underlays, cement, plastering and sealing materials, lubricants, fuels, drive cables and belts).

10.4. Provision of heating, lighting, operating power and water, including the necessary connections.

10.5. Provision of the necessary dry and lockable rooms for the equipment and tools brought along and for the use of the installation personnel.

10.6. Transport of the installation parts to the place of installation, protection of the installation parts and materials against harmful influences of all kinds. Cleaning of the installation parts.

10.7. Provision of suitable theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the installation personnel in accordance with the applicable workplace regulations.

10.8. Provision of the materials and completion of all other work, including but not limited to safety measures, which may be necessary for any adjustment during a contractually agreed trial period.

10.9. Disposal of operating fluids, cleaning rags, oil binding agents, filter elements and packaging materials.

10.10. Implementation of safety measures for the protection of the installation personnel.

10.11. The technical assistance provided by the customer must ensure that the installation can start immediately after the arrival of the installation personnel without delay up to and including the acceptance by the customer. If specialist documents are required from the installation contractor, s/he shall make them available to the customer in good time.

10.12. If the customer fails to fulfil his or her obligations, the installation contractor is entitled – but not obliged – to carry out the work otherwise owed by the customer at the customer's location and expense. Apart from this, the statutory rights and entitlements of the installation contractor remain unaffected.

## **Terms and conditions regarding the secondment of servicing and installation personnel of Schlie Hydraulik-Service GmbH**

### **11. Tool, tool safekeeping**

The rates of the servicing personnel include the provision of standard basic tools, devices and measuring instruments. If special tools, equipment or measuring instruments are required to carry out the work, a fixed-rate rental fee may be charged for their provision per day of use.

### **12. Installation period**

12.1. All information concerning the installation period is approximate.

12.2. If, in exceptional cases, an installation period is designated as binding, it shall be deemed to have been fulfilled if the installation is ready for acceptance by the customer by the time that it expires or, in the case of a contractually agreed trial period, if the trial is ready to be carried out.

12.3. If the installation is delayed due to the occurrence of circumstances for which the installation contractor is not responsible, the installation period shall be extended accordingly; this shall also apply if these circumstances occur after the installation contractor is delayed. Circumstances for which the installation contractor is not responsible in terms of this paragraph shall also include strikes and lockouts. The costs incurred due to the delay shall be borne by the customer.

12.4. Rights of the customer arising from delay, including but not limited to claims for damages, are excluded. This exclusion of liability does not apply in cases of intent or gross negligence. Insofar as we are not accused of a wilful breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damage.

12.5. The customer shall bear the risk for the installation.

### **13. Acceptance**

13.1. The customer is obliged to accept the installation as soon as s/he is notified of its completion and any contractually agreed trial period of the installed delivery has taken place.

13.2. If the acceptance is delayed through no fault of the installation contractor, the acceptance shall be considered to have taken place one week after notification of completion of the installation.

13.3. After the acceptance has been carried out by the customer, the complaint of defects that were determinable during the agreed type of acceptance is excluded unless the customer has reserved the right to claim a specific defect.

### **14. Warranty**

14.1. Following the acceptance of the installation, the installation contractor shall be liable for defects to the installation that occur within 12 months of acceptance.

14.2. The warranty is limited exclusively to goods delivered new by the installation company and components overhauled by the installation company in its workshops. Any components provided by the customer as well as any remaining components (for repairs, extensions, conversions, etc.) are excluded from the warranty.

14.3. If the installation contractor is delayed in the rectification of defects, the customer may demand a reduction in the fee or withdraw from the respective part of the order after the fruitless expiry of a reasonable grace period set by him/her in writing. The above rights shall also apply in other cases of failure to rectify defects.

14.4. Other rights due to defects are excluded; this applies in particular to contractual or non-contractual claims of compensation for damages. This exclusion of liability does not apply in cases of gross negligence or intent.

14.5. The installation contractor shall not be liable if the customer has carried out modifications or repairs without his/her authorisation.

14.6. Otherwise, the provisions in Section VII of our General Terms and Conditions shall apply.

### **15. Compensation of the customer**

If the equipment or tools provided by the installation company are damaged during transport or at the place of installation through no fault of the installation company, or if they are lost through no fault of the installation company, the customer shall be obliged to provide compensation for this damage. Damage attributable to normal wear and tear shall not be taken into account.

**Schlie Hydraulik-Service  
GmbH**