

Installation Conditions Business Division Precision Grinding Machines/Corrugated Board Processing

1. Labour costs

1.1 The weekly working hours and the rates for working / travelling time shall be as agreed individually between the customer and Bahmueller.

The flat rates for catering shall be taken from the individual contracts concluded between the customer and Bahmueller.

The flat rates for overnight accommodation shall be taken from the individual contracts concluded between the customer and Bahmueller.

1.2. The client shall certify the working hours and work performance of the installation personnel provided by the contractor on the installation reports which shall be submitted for signature on a regular weekly basis.

1.3. If the contractor's installation personnel are prevented from performing the full working time under standard conditions through no fault of their own, the regular daily working time shall be charged.

1.4. If no return journey is made on weekends or public holidays (of the respective country of operation), the full expense rates shall be charged for these days.

2. Travel costs

The travel costs per km shall be taken from the individual contract concluded between the customer and Bahmueller. If several installation days are completed on the occasion of one trip, the travel costs shall be calculated on a pro rata basis. Travel costs by rail or air will be charged according to receipts, whereby 1st class may be used for rail travel. Likewise, the necessary expenses, rental car, taxi, telephone etc. incurred in connection with the trip will be charged.

2.2. The travel expenses of the contractor's installation personnel (including the costs of transport and transport insurance, personal luggage as well as the tools carried and dispatched) shall be invoiced according to expenditure and voucher. It is necessary to comply with the due diligence as well as the proportionality here.

3. Invoicing

3.1. Invoicing of the installation costs shall take place after completion of the installation, if applicable, against presentation of the installation report. The invoice amounts are to be paid immediately and without any deductions after receipt of the invoice.

If the contractor's installation personnel are provided with services by the client which have not been agreed in an additional contract, this shall be done free of charge without a separate contract and shall not affect the final installation invoice.

3.2. The remuneration for general services on the contractor's premises (preparation for installation, production of plans and instructions, supervision of installation, contributions for installation and liability insurance) shall be based on a special contract and shall not be part of this contract.

3.3. If it becomes necessary to replace the contractor's installation personnel for a reason for which Bahmüller is not accountable, the costs incurred as a result shall be charged to the client.

3.4. In the case of longer and larger installation orders we reserve the right to invoice partial payments.

4. Safety regulations, working conditions

4.1. The customer is obligated to ensure the safety of the workplace and the observance of existing international and country-specific safety regulations as well as appropriate working conditions. The contractor's installation personnel shall be instructed in this respect by the client.

4.2. Risk, liability and danger in the event of non-compliance with the necessary requirements in accordance with para. 4.1 shall be borne by the client.

5. Additional conditions

The client is obligated to provide technical assistance at his own expense. This includes especially:

5.1.1. It is necessary to provide the appropriate, suitable auxiliary staff, if required also the skilled tradesmen as requested by our installation personnel of the contractor. Bahmüller shall not accept any liability for the assistants and their work.

The contractor's installation personnel shall not be under any obligation to carry out any operational electrical work or other auxiliary work that may be required. The construction of the necessary foundations for fixing the machines shall generally be carried out by the client and at the client's expense.

5.1.2. It is necessary to carry out the transport of the installation parts to the installation site, protection of the installation parts and materials against harmful influences of any kind, cleaning of the installation parts.

5.1.3. It is necessary to provide necessary dry, lockable or secured rooms for the storage of tools, aids and other valuables for the contractor's installation personnel.

5.1.4. It is necessary to provide suitable theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the contractor's installation personnel.

5.2.1. The equipment required for installation and commissioning, such as lifting gear, etc., as well as the necessary commodities and materials, such as scaffolding timbers, wedges, underlays, sealing and lubricating materials, etc., shall be provided.

5.2.2. The client's technical assistance personnel must ensure that the installation can be started immediately after the arrival of the contractor's installation personnel and can be carried out without delay. If special plans or instructions are required on the part of Bahmueller, Bahmueller shall make these available to the client in good time.

5.2.3. If the client does not fulfil his obligations Bahmueller shall be entitled to carry out the actions incumbent on the client in his place and at his expense. Otherwise Bahmueller's statutory rights and claims shall remain unaffected.

5.3. It is necessary to provide electrical connections, compressed air connections including the otherwise necessary normal conditions, such as heating (minimum temperature in accordance with the works premises regulations is 17.00 degrees Celsius) and lighting, etc.

5.4. It is necessary to provide appropriate suitable-materials and workpieces as well as test material in order to be able to test drive the delivered machine. The extent to which the quality and grade of the materials provided meet the requirements shall be assessed by Bahmueller on site.

5.5.1. The client shall be obligated to accept the installation as soon as he has been notified of its completion and any contractually agreed testing of the installed delivery item has taken place. If the installation proves not to be in accordance with the contract, the contractor shall be obligated to remedy the defect at his own expense. This shall not apply if the defect is insignificant for the interests of the client or is due to a circumstance attributable to the client. If there is a non-essential defect, the client shall not be entitled to refuse acceptance if Bahmueller explicitly acknowledges the client's obligation to rectify the defect.

5.5.2. If acceptance is delayed through no fault of Bahmueller's, acceptance shall be deemed to have taken place one week after notification of completion of the installation.

5.5.3. Bahmueller's liability for recognisable defects shall cease on acceptance unless the client has reserved the right to assert a specific defect in writing in the installation report/hourly record.

5.6. Bahmueller shall not be liable if the client has carried out alterations or repairs without Bahmueller's approval. The same shall apply if original spare parts have not been installed or used.

5.7. If the installation is delayed through no fault of Bahmueller's, the client shall bear all the costs arising from this, especially for waiting time and any necessary travelling of the installation personnel. The same shall also apply if the item supplied cannot be put into operation immediately after completion of the installation through no fault of Bahmueller.

5.8.1. Bahmueller shall only be liable, to the exclusion of all other claims, for installation which has not been carried out properly. It shall be at Bahmueller's discretion to repair or renew an installation and parts thereof which have not been carried out properly.

Bahmueller shall only be liable - on whatever legal grounds - for damage which has not occurred to the item of installation itself in the following cases

- a. in the case of intent,
- b. in the event of gross negligence on the part of the owner/the executive bodies or senior employees,
- c. in the event of culpable injury to life, limb or health,
- d. in the case of defects which he has fraudulently concealed or the absence of which he has guaranteed,
- e. insofar as liability is assumed under the Product Liability Act for personal injury or property damage to objects used privately.

5.8.2. After acceptance of the installation Bahmueller shall be liable for defects in the installation which occur within 6 months of acceptance to the exclusion of all other claims by the client such that Bahmueller shall remedy the defects. The client shall notify Bahmueller immediately of any defect discovered. The client's right to assert the defect shall become time-barred 3 months after the date of notification. The period of liability for defects shall be extended by the duration of the interruption to business caused by the rectification work.

5.8.3. Bahmueller shall not be liable if the defect is insignificant for the client's interests or is due to a circumstance for which the client is accountable.

5.8.4. If delivery is delayed due to circumstances of force majeure (e.g. due to a pandemic), especially in the case of measures within the framework of industrial disputes, such as strikes and lawful lock-outs, as well as in the event of the occurrence of other obstacles which are unforeseeable for Bahmueller and for which Bahmueller is not responsible, the delivery period shall be extended by the delay time caused by this.

This shall also apply in cases

1. of supply deficiencies for which Bahmueller is not responsible,
2. of untimely and incorrect supply of preliminary products,
3. of hindrances to delivery, including delivery delays and bans, which are caused by national or international regulations, as a result of export inspection regulations, embargoes or other sanctions, particularly those of the EC and the USA, official licensing obligations or orders. Bahmueller's statutory rights shall remain unaffected, especially those in the event of exclusion of the obligation to perform, such as through impossibility or infeasibility of performance and/or subsequent fulfilment.

5.8.5. Due to the currently existing delivery, transport, travel and regulatory restrictions as well as the latent risk of a further tightening of the official orders and measures due to the COVID-19 pandemic, we as a company would like to draw your attention to the fact that the delivery, performance and acceptance dates given and listed as well as the available delivery quantities are non-binding.

Insofar as we as the Bahmueller company are directly or indirectly prevented from fulfilling our delivery and service obligations due to or as a result of pandemics/epidemics such as COVID-19, no claims shall result from the non-fulfilment or delayed fulfilment insofar as we do not act intentionally or with gross negligence.

This also applies to deliveries and services which we receive from contractual partners such as suppliers, service providers or subcontractors of our company and which cannot be delivered or provided in time or in full.

We would like to point out that delivery, service and acceptance dates will be postponed in the event of the aforementioned circumstances by a reasonable period of time necessary to overcome the effects of the pandemic or epidemic consequences present in each case. You hereby agree to the following without any express objection

5.8.6. If the equipment or tools provided by Bahmüller are damaged during transport, insofar as this is undertaken by the client, or at the installation site through no fault of his own, or if they are lost through no fault of his own, the client shall be obligated to compensate for this damage. Damage attributable to normal wear and tear shall not be taken into consideration.

6. Miscellaneous

6.1. The applicable law of the Federal Republic of Germany shall apply to all contractual relationships.

6.2. The place of performance for installation services and payment is D-73655 Plüderhausen.

6.3. The competent court of the contractor shall be authoritative for all present and future claims arising from the present installation contract.

6.4. The same place of jurisdiction shall apply if the client does not have a general place of jurisdiction in Germany, has moved his place of residence or habitual abode out of Germany after conclusion of the contract or his place of residence or habitual abode is not known at the time the action is filed.

6.5. Should individual provisions of this policy violate mandatory law in whole or in part or be or become invalid for other reasons, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced without delay by another provision which is legally valid and which complies with the spirit and purpose of the Guideline.

7. Supplementary conditions

7.1. The client is in charge of the main electronic connection from the mains to the control cabinet of the machine (material, laying and connection).

7.2. It must be ensured that the client's mains supply has a constant voltage. The permissible tolerances are, for example, a maximum of +/- 5% for switchgear and +/- 5% for motors.

7.3. There must be a draft-free ambient temperature of 18° C to 25° C on average in the area of the machine.

7.4. There must be no unacceptably heavy dust formation, e.g. caused by construction work in the vicinity of the installation site of the machine.

7.5. The client must appoint a responsible representative to ensure communication with the installation personnel of the company's contractor. The communication shall be effected in the German or English language.

7.6. If the circumstances resulting from the non-performance are such that the contractor cannot reasonably be expected to carry out the work, he may refuse to do so without prejudice to the rights to which he is entitled.

7.7. The above terms and conditions shall be supplemented by relevant statutory and collectively agreed provisions and settlements. They shall change if the aforementioned provisions and settlements change.

In addition, the current version of our terms and conditions of delivery and payment (available at: www.bahmueller.de) shall apply in addition to the installation conditions, unless otherwise agreed.

Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH

Plüderhausen, 10.10.2022