

# General Standard Terms and Conditions of Loft Anlagenbau und Beratung GmbH

# relating to business transactions with other companies

As at: March 2004

## I. Applicability

- All our quotations, agreements, deliveries and services are subject to the following terms and conditions if not otherwise stated in the quotation or not otherwise agreed, in writing, in specific cases. The conditions apply to business transactions conducted with individuals conducting business on behalf of companies or themselves (entrepreneurs). Any customer terms and conditions which might be contrary to, or differ from, our own are herewith expressly rejected. Our terms and conditions even apply in cases where we supply a customer, without reservation, in full knowledge of contrary or different terms and conditions on the part of that customer. Any departure from our own terms and conditions requires our express written agreement.
- These terms and conditions also apply to any future deliveries and services we supply to our customers as part of any ongoing business relationship without having to expressly bring them to the attention of the customers anew.

## II. Quotation and completion

- All quotations, with no exceptions, are issued subject to confirmation and are non-binding as regards type, price, delivery period and availability, unless the quotation prices and deadlines are indicated as binding and the quotation is subject to a commitment period.
- A contract with a customer only comes into effect when we confirm the order in writing or when we accept it by delivering goods or services. Orders, additions, changes and other additional agreements communicated electronically or telegraphically, by telephone or fax or by word of mouth, also require written confirmation if they are to be legally effective.
- All information specific to a quotation, especially documentation, illustrations, drawings, weights, dimensions and performance details, are only approximate if not expressly indicated as binding. Statements concerning physical characteristics, especially quality, thickness or dimensions are only to be understood as suggestions, for the accuracy of which we provide no guarantee. We reserve unrestricted title to cost estimates, drawings and other quotation documents, likewise to all associated copyrights. These documents may only be made available to third parties with our advance written permission and, if the order is not placed with us, are to be immediately returned to us. We do not provide customers with design drawings.

## III. Scope of deliveries and services, tools

- Our written order confirmation is authoritative as regards the scope of deliveries and services. We are entitled to make partial deliveries. Every partial delivery shall be deemed a transaction in its own right and will be invoiced separately.
- If tools are manufactured in order to supply an order, or are acquired at our expense, then such tools are, and will remain, our own property, irrespective of whether the customer concerned has paid us part of the costs of such, or the entire costs, and irrespective of whether the tools have been temporarily provided to the customer for the customer to use.

## IV. Delivery period and place of performance

- If not otherwise agreed, delivery periods stated by us are only approximate. Our intention is to adhere to them whenever possible. The delivery period starts on the date the order confirmation is issued, although not before the customer has all the prerequisites in place, especially not before the customer has provided all the documents, items, permissions and approvals, and not before the receipt of any payments agreed due prior to delivery. If any of these prerequisites are not met in time, then delivery will be postponed for at least as long as the delay.
- Delivery periods will be deemed adhered to if, by the time they expire, the article of sale has left the factory or the customer has been informed that it is ready for dispatch.
- The delivery period will be appropriately extended – even during a delivery delay – in event of disruptions to business operations for which we are not accountable, i.e. industrial disputes such as strikes and lockouts, force majeure, operational breakdowns of whatever cause, official intervention, shortages of energy or raw material. Delivery periods will also be extended in event of delays for which we are not accountable in the delivery of energy, raw materials and other manufacturing materials and semi-finished products, irrespective of whether this happens at our own factory or at those of our suppliers. Nor are we to be deemed accountable for any of the abovementioned events if they arise within an already existing delay period. In crucial circumstances, customers will be informed as soon as possible of the commencement and conclusion of any such events.
- If we should exceed the delivery period for reasons for which we ourselves are accountable, then we will be in delivery default if, when the delivery period expires, the customer requests delivery from us, in writing, setting a period of at least three weeks and we fail to adhere to this. In such cases the customer is entitled to demand, for every complete week, all-inclusive compensation for damage resulting from default amounting to 0.5 % of the value of the delivery, but totalling no more than 5 % of the value of the delivery. Any claims over and above this on the part of the customer are excluded if none of the exceptions set out in Section XII, Paragraphs (2) and (3) are evident.
- If, once we are in default, the customer should set us an appropriate period to deliver (which must be at least 4 weeks), then, should we fail to adhere to this for reasons for which we ourselves are accountable, the customer is entitled to withdraw from the contract. The granting of any such period of grace is not essential under Section 323, Paragraph 2 BGB [Federal Civil Code].
- If we so request, the customer is obliged to state, within a suitable period, if he intends to withdraw from the contract or is demanding compensation instead of delivery, or is still insisting on obtaining delivery.
- We are entitled to deliver with the commencement of the agreed delivery period. If the customer cannot or desires not to have the goods delivered at this time, then we are entitled to have the goods stored at the customer's expense and risk or to store them on our own premises for an appropriate storage fee and to invoice for the entire value of the order, including storage costs, for immediate payment. All extra costs occasioned by this will be charged separately.
- Call orders have to be called within no more than 6 months calculated from the date we issue order confirmation. Once this period expires we are entitled to make delivery and to invoice for such without receiving any call.
- In event of disruptions of the type set out in Paragraph 3 not being temporary in nature and instead making it impossible for us to deliver for an extended period, then we are entitled to withdraw from part or all of the contract. The customer is not entitled to claim compensation on grounds of any such withdrawal.
- The place of performance and place of fulfillment is our Kirchentellinsfurt factory.

## V. Reservation of right to cancel

- In event that, once a contract has been concluded, the financial situation of the customer should seriously deteriorate and thereby jeopardise our claim to counter performance, we are entitled to withdraw from the contract or to refuse to deliver the goods or services we are obliged to deliver until the counter performance is forthcoming or until security has been provided.

## VI. Acceptance and risk

- The customer is obliged to accept the article of sale. Unless otherwise agreed, the goods or services will be supplied ex factory Kirchentellinsfurt.
- If the customer should fail to expressly accept the goods or services delivered, they will be deemed accepted at the time the customer takes possession of them.
- The risk of having to pay the purchase price despite any loss or damage transfers to the customer as soon as the consignment has been handed over to the person charged with transporting it, or has left our factory for shipment, even if, in exceptional cases, we have accepted any further costs or obligations such as delivery expenses, transport etc.. The same applies to partial deliveries.
- If dispatch should be delayed as a result of circumstances for which the customer is accountable, then the risk transfers to the customer when the customer is issued with notification that the goods are ready for dispatch. However, we are obliged to obtain insurance at the wish and the cost of the customer if the customer so requests.
- If the customer has not specified any particular packaging or method of delivery, then packaging and delivery will be those of our choice, whereby we will endeavour to find the most economically viable solution without, however, accepting any liability. The customer is responsible for disposing of any non-returnable packaging, regardless of type. Transport insurance will be taken out for consignments at the customer's cost if the customer so requests.

## VII. Prices

- If no other currencies are stipulated in our quotations or at the time the contract is concluded, then prices are in EURO, ex factory, not including packaging and transport, and are subject to statutory VAT and/or any other levies. Nor do the prices include any costs for assembly and training.
- All prices are based on costs pertaining at the time contracts are signed and apply only to the agreed deliveries and services. If more than 6 months should pass between this time and the time when goods or services are ready for delivery, the time when the customer is notified that goods or services are ready for delivery or the time when goods or services are actually delivered, and we are able to prove that our prime costs have substantially increased, then we are entitled to recalculate the prices in line with the then prevailing costs. Irrespective of this, in every case where a new tax or other public levy is introduced or an existing one is increased, we are entitled to pass these on in the form of price increases if legally permissible.

- If we should be able to prove that we have made an obvious calculation error, then we are entitled, without the contract being annulled, to correct any such calculation error and to determine the new price.

## VIII. Payment terms

- Payment is to be made, net only, within 10 calendar days of invoice date.
- Payment will only be deemed made at the time we finally have disposal over the sum in question. In the case of payment by cheque, payment will only be deemed made when the amount in question is finally credited.
- Deduction of discount is not permissible if any earlier due invoices have not been paid. Despite any provisions to the contrary, we are entitled to set off payments made by the customer against earlier debts. If, in the meantime, costs and interest have accrued, then we are entitled to set off the payments against these costs, then against the interest and finally against the main claim.
- If the customer has to open a documentary letter of credit, then the General Guidelines and Customs in respect of Documentary Letters of Credit, Revision 1993, ICC Publication No. 500, apply.
- We are entitled to charge interest after due date at 5 % p.a. above the current basic rate and interest on arrears at 8 % p.a. above the current basic rate.
- Bills of exchange and cheques will only be accepted following prior agreement and pending full discharge of the debt. Stamp duty on bills of exchange, bank charges, discount charges and collecting expenses will be charged to the customer and are to be paid at once, in cash.
- The customer is only entitled to set off such counter claims as are not disputed by us, have been accepted by us or have been deemed res judicata. Nor does the customer have any right of retention on grounds of disputed counterclaims.
- If the customer should fail to meet payment obligations, particularly by failing to honour a cheque or by ceasing payments, or if, despite reminder, is more than 14 days in arrears in respect of any undisputed claims, or if enforcement measures against the customer are unsuccessful, then we are entitled to claim all remaining debts as immediately due, even if we have accepted cheques. In such cases we are furthermore entitled to demand advance payment or the provision of security in respect of all contracts and to withdraw from such contracts and demand compensation instead of performance once an appropriate period of grace has expired without result.

## IX. Reservation of title

- Even after payment has been made in full, the customer does not acquire any rights as regards any tools, facilities or inventions (of no matter what type), as the idea is our own intellectual property and is not covered by the payment of the accrued expenditure.
- All goods delivered by us remain our property until all liabilities resulting from the business relationship, including any claims accruing in the future, have been met in full. In respect of items provided by the customer, the customer grants us a contractual right of lien until final payment is made.
- This also applies if the labour or purchase price relating to certain goods deliveries specified by the customer, is being paid. In the case of an open account, the items subject to reservation of title serve as security for our account receivable balance.
- The customer is entitled to use the article of sale within the context of conducting normal business operations. The customer must keep the article of sale in proper, safe condition. The customer is obliged to have any required maintenance and inspection work done on time and at his own cost. In event of damage to the items subject to reservation of title, the customer herewith assigns to us the claims to which he is entitled against the tortfeasor or other third parties. Any processing or modification of the items subject to reservation of title carried out by the customer will always be done on our behalf, without any liabilities arising for us as a result.
- Whilst the reservation of title is in force, the customer is only permitted to pledge or transfer by way of security with our written agreement. The customer is obliged to immediately inform us, in writing, of any pledging of the article of sale by third parties, or of any other infringement of our rights.
- The customer is permitted to on-sell the article of sale as part of a normal business transaction only subject to reservation of title if the goods are not immediately paid for by the third party purchaser. The customer loses any entitlement to on-sell the goods if he ceases payment or is in payment arrears.
- The customer herewith assigns to us all claims against his buyer or against any third parties accruing to him from on-selling the goods, no matter whether the items subject to reservation of title are on-sold without having been processed or after having been processed, to the full invoiced final amount (including VAT). As part of his normal business operations, the customer is entitled and obliged to collect the assigned claims as long as he is not in arrears with his payment obligations to us. Our entitlement to collect these ourselves remains unaffected by this. However, as long as the customer meets his payment obligations towards us, i.e. has not ceased making payments to us, is not in payment arrears and no application has been made to open insolvency proceedings in respect of his assets, we will not collect these claims.  
At our request, the customer is obliged to inform the debtor of the assignment and to provide us with all the documents and information required for asserting the claims.  
If the customer collects the claims assigned to us or realises them in any other way without being entitled so to do, then the collected amount / the sales price obtained accrues to us in entirety.
- If the securities to which we are entitled in line with the above provisions exceed the claims to be secured by more than 20 %, then we will release appropriate securities of our choice upon request from the customer.
- In event of conduct on the part of the customer which is in violation of the contract, particularly payment default or insolvency proceedings being opened in respect of the customer's assets or if such proceedings are applied for, we are entitled, but not obliged, to take back the delivered goods. Taking back the goods does not imply any withdrawal from the contract if we do not expressly so state, in writing.  
If the customer does not comply with our request to return goods to us, then he incurs a compensation for use penalty amounting to 5 % of the purchase price of the goods, plus respectively applicable statutory VAT, for every month of arrears commenced. This does not affect our rights to assert any other claims to compensation.

## X. Default in acceptance

- If, after the expiry of an appropriate period of grace set for such, amounting to no less than 4 weeks, the customer refuses to take delivery of the consignment or expressly declares in advance of this his intention not to take delivery, then we are entitled to withdraw from the contract and to claim compensation for non-fulfilment.
- In event of delay in taking delivery amounting to more than 2 weeks we are entitled to claim an all-inclusive default compensation payment of 0.25 % of the value of the consignment, but not exceeding 10 % of the value of the consignment in total, for each complete week of default. The customer reserves the right to prove a lower compensation sum, we reserve the right to prove a higher compensation sum.

## XI. Rights of the customer in event of defects:

- Customer rights in event of defects are exclusively dictated by the following provisions. Any other claims on the part of the customer are excluded.
- The customer takes responsibility for ensuring that any items, samples, drawings and other types of information provided by him are suitable and true to dimensions, that they conform to actual reality and that the industrial property rights of others are not violated. If this is not the case, then the customer is obliged to reimburse us for any excess costs which might result. We accept no liability in respect of damage or shortcomings resulting from incorrect or incomplete information provided by the customer.
- Our liability is limited to adherence to the contractually defined specifications, including the specified test data, and is also limited to technical usability.
- We accept no liability in respect of damage or shortcomings due to inappropriate or natural wear and tear, incorrect or negligent use on the part of the customer or others, the use of unsuitable operating resources, substitute materials, defective work as well as chemical, electrochemical or electrical factors (e.g. power fluctuations) if these are not our fault. The same applies to non-reproducible software defects. Only minor deviations from the promised features, especially normal quantity and quality tolerances, do not constitute quality defects.
- The customer must notify us in writing of any obvious defects within two weeks of receipt, and of concealed defects within two weeks of their discovery, always specifying the nature of the defects. In addition, the statutory provisions of § 377 HGB [Commercial Code] and the associated duty to examine and give notice of defects applies to businessmen. These deadlines are preclusive periods.
- In the case of substantiated, proper, timely notification of quality defects, the cause of which was already evident at the time of transfer of risk, we will remedy the situation in the manner of our choice, by either remedying the defect or delivering a defect free replacement in return for the return of the defective article of sale.
- We simply vouch for the fact that the article of sale is free of any industrial property rights and copyrights (hereafter "protective rights") belonging to third parties in the country where the delivery address is located.

No shortcoming exists on our part if and as far as the customer should infringe any such protective right or if such infringement should result from the customer having used the article of sale in a way not envisaged by us or having modified it or used it in combination with products not supplied by us. If any third party should make any claim against the customer in respect of protective rights infringed by items we have supplied to the customer in line with the contract, then the customer is obliged to inform us of this circumstance without delay, in writing, and is to discuss and agree his defence with us. In event of any justifiable shortcoming as regards any protective right, we shall be free to either obtain a right of use or alter our article of sale in such a way that the protective right is no longer infringed, or replace the article of sale. The same applies to the incidence of any other legal shortcomings.

8. If we are not prepared to correct the problem, or if our attempts so to do should go awry, or should not be acceptable to the customer, then the customer is entitled to either demand a reduction of the purchase price or to withdraw from the contract.
9. Otherwise, the customer is only entitled to exercise a right of withdrawal if such is agreed with him, in writing, in any specific case. In any such case we shall have claim to reimbursement of any costs and expenditure resulting from the contract, including resulting from any associated obligations we have entered into with third parties. Moreover, the customer is obliged to reimburse us any lost profits in such cases.
10. The statutory regulations entitle the customer to claim compensation for damage caused by defects in cases of malicious non-disclosure or in cases where we have provided a quality guarantee. Any other claims to compensation for damage in respect of defects concerning the article of sale are excluded unless an exceptional situation as per Section XII, Paragraph (2) and Paragraph (3) is evident.
11. Customer claims relating to defects become statute-barred after 12 months from the date of risk transfer, as long as we are not liable by virtue of intent. This 12 month period applies to all claims, especially to claims for compensation for consequential damage connected with any defect.
12. Any claims on the part of the customer in respect of expenditure incurred during subsequent performance (remedying any defect etc.), especially transport costs, infrastructure costs, labour costs and material costs, are excluded, if the expenditure increases because the article of sale has been subsequently transferred to a place other than the customer site in question, unless the manner of its transfer constituted "proper use".

#### XII. Exclusion of liability, limitation of liability

1. If not otherwise stated in these general standard terms and conditions, all types of compensation claims and claims for reimbursement of expenditure (hereafter referred to as "compensation claims") on the part of the customer, regardless of the legal grounds, are excluded. Therefore we particularly accept no liability for lost profits or other property loss on the part of the customer.
2. This release from liability, as per Paragraph I, does not apply to damage
  - resulting from injury to life, limb or health resulting from a breach of duty for which we are answerable, and which is at the very least negligent,
  - for which we are liable under product liability law,
  - resulting from a breach of duty for which we or our legal representatives or vicarious agents are answerable, and which is at the very least grossly negligent.
3. Nor does the release from liability apply to damage resulting from breaching a cardinal contractual duty for which we are answerable, and which is at the very least negligent. If this breach means that achieving the purpose of the contract is in jeopardy. As regards defects, any such jeopardy will only exist in the case of major defects, and never in the absence of the prerequisites set out in Section XI, Paragraph (8). In the event of any breach of a cardinal contractual duty, our liability is limited to the damage foreseeable for this type of contract, in the absence of any intent or gross negligence or if the damage results from injury to life, limb or health.
4. If our liability is either excluded or limited, then this also applies to the personal liability of our employees, representatives and vicarious agents.

#### XIII. Industrial property rights and copyrights

1. If a third party should make any justified claim against the customer in respect of any industrial property rights or copyrights (hereafter "protective rights") infringed by items we have supplied to the customer in line with the contract, and which have been used in the manner envisaged by the contract, our liability vis-à-vis the customer is as follows:
  - a. By our choice and at our own expense, we shall either obtain a right of use or alter our article of sale in such a way that the protective right is no longer infringed, or replace the article of sale. If this should not prove possible on reasonable grounds we will then take the article of sale back.
  - b. Our abovementioned obligations exist only in cases where the customer has informed us, immediately and in writing, of the claim being asserted by the third party, has not admitted any infringement and when we reserve the right of recourse to every means of defence and arbitration negotiations. If the customer should cease to use the article of sale for damage limitation reasons or for other important reasons, then he is obliged to inform the third party concerned that this implies no admission of any infringement of any protective right.
2. Customer claims are excluded if:
  - a. the customer himself is accountable for the infringement of the protective right
  - b. the infringement of the protective right has resulted from special specifications on the part of the customer, from any manner of use not envisaged by us, from the product having been modified by the ordering party or used in combination with products not supplied by us.
3. Claims against us going above and beyond these are excluded. Section XII of these terms and conditions remains just as unaffected as the customer's right to withdraw from the contract.

#### XIV. Supplied software

1. The customer obtains a non-assignable, non-exclusive right of use as regards our software. The one-off fee, or ongoing fees, the customer is to pay for this is by way of remuneration for the assignment of right of use.
2. The customer's right of use includes storing (copying) the data processing programs and data stock in the data processing unit mentioned in the contract, either wholly or in part, running the programs, processing the data stock and producing other copies of such in machine readable form, as long as this is necessary for purposes consistent with the contract. The customer is not entitled to copy onto other machines, systems and data processing units not mentioned in the contract, with the exception of producing a backup copy which, however, may only be used for backup purposes.
3. The customer is not permitted to retransfer the data processing programs, either wholly or in part, in the form of a source program. Irrespective of the right of use granted to the customer, we reserve all rights concerning the data processing programs and concerning the other data processing material, including all copies or partial copies made by the customer. The property of the customer, in terms of machine readable storage media, data carriers and data processing devices is not affected by this.
4. The customer undertakes to retain, unaltered, all the indications of protected rights, such as the copyright symbol and other legal provisos, which are included in the data processing programs and in the other data processing material, and to adopt them, unaltered, into every partial or complete copy of machine readable data processing material he might make.
5. The customer is not entitled to assign the right of use granted to him by us to any third party, either wholly or in part, or to grant any third party right of use thereof. If the customer has obtained the right of use by paying a one-off fee, then he is entitled to pass his right of use on to a third party subject to permanently giving up his own right of use.
6. The customer is not entitled to permit third parties any access to the data processing programs and other data processing materials without our express written consent, either in their original form or in the form of either partial or complete copies. This also applies to any sale or winding up of some or all of the customer's company. Within the meaning of this provision, "third parties" does not include the customer's employees nor other individuals, as long as these use the data processing program and the data processing materials for the customer in a manner consistent with the contract on customer premises.

#### XV. Documentation

1. If not otherwise agreed, the final documentation will be handed over by us no more than 8 weeks after the customer has finally accepted our delivery or service at his own premises, in duplicate, either on data carrier or in printed paper form, as we choose.
2. The documentation will be in the German language or in English if the ordering party so requests.

#### XVI. General provisions, adaptation of contract

1. The customer is not entitled to assign his claims resulting from this contract without our written declaration of consent.
2. If one or several of the provisions of these terms and conditions should be or should become ineffective, then the remaining provisions remain unaffected. The ineffective provision is to be replaced by one which is effective and which comes closest to its original commercial intention. The same applies to any contractual loopholes.
3. Otherwise, the provisions of the law pertaining to contracts of sale apply.
4. If unforeseeable events should substantially alter the commercial significance or the content of the delivery/services, or should markedly affect our operations, then the contract will be appropriately adapted in good faith. If this should not be commercially sensible, then we are entitled to withdraw from the contract.

If we should intend to exercise this right of withdrawal, then, having realised the significance of the event, we will immediately inform the customer, even if an extension of the delivery period has initially been agreed with the customer.

#### XVII. Place of jurisdiction and applicable law

These terms and conditions and the entire legal relationship existing between ourselves and the customer are exclusively subject to German law, this also applies to export transactions. The application of foreign law is excluded, as is the application of the standard United Nations law on sales – Convention concerning Contracts for the International Sale of Goods (CISG) – 11.04.1980.

1. In legal transactions conducted with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for all disputes, including bill of exchange and cheque disputes, is the place where our company has its registered offices. This place of jurisdiction also applies to customers who have no domestic general place of jurisdiction within the Federal Republic of Germany. However, we are also entitled to sue the customer at the court at the place where he has his registered offices.
2. We would like to point out that we store customer data obtained to serve the purposes of this contractual relationship in conformity with Section 22 ff of the Federal Data Protection Law.

#### Additional Terms and Conditions applying to deliveries inclusive of installation and taking into service

##### I. Costs and risks

If we should assemble and install the machinery we are to deliver, then the installation work is carried out at the customer's cost and risk. All costs accruing to us from this, including the costs of any overtime work carried out on Sundays and holidays, are to be paid by the customer. This also applies to travelling time and waiting time. Other arrangements only apply if an all-inclusive price is expressly agreed in writing.

##### II. Technical support provided by the customer

1. The customer is obliged to provide technical support, at his own cost, especially as regards:
  - a. Carrying out any construction work and other work well before the installation work proceeds so that the machinery can be installed immediately upon delivery, without delay. The foundation must be completely dry and sealed and the rooms where installation work is carried out must be suitably protected from any climatic effects, must be well lit and sufficiently heated.
  - b. The provision of helpers (supporting staff and skilled workers such as electricians) in the numbers we deem necessary and for the period required for the installation work.
  - c. The provision of equipment and materials required for assembling and installing the machinery and for taking it into service, e.g. tools, scaffolding, lifting gear and other devices, plus loading equipment to be transported with and without load.
  - d. The provision of power and water where needed, including any necessary connections, heating and lighting.
  - e. The provision of rooms for the purpose of keeping machine parts, apparatus, materials, tools etc., rooms which are of sufficient size, which are suitable, dry and lockable and which are suitable for our personnel as work rooms, recreational rooms and sanitary rooms.
  - f. The provision of telephone and modem connections and cableways, unless any cable laying work required is not carried out by the customer himself.
  - g. The provision of protective clothing and protective equipment required as a result of any particular circumstances pertaining at the assembly site.
  - h. The provision of every other in-situ facility or item of equipment to be fixed or put in place by official direction.

If the customer should fail to fulfil his obligations then we are entitled, but not obliged, to do everything the customer is required to do in his place and at his expense. Moreover, our statutory rights and claims remain unaffected.

2. Prior to commencement of the installation work, the customer is to voluntarily provide the necessary information concerning the whereabouts of covered electricity, gas and water pipes and similar, plus the required dimensions and static details.
3. Also, prior to commencement of the assembly and installation work, the material and items required for commencing work must be in place at the site of assembly and installation and, prior to commencement of installation, all preliminary work must have progressed to the state where assembly and/or installation work can commence as agreed and can be carried out without interruption. Approaches and the assembly and installation site must be in cleared and proper condition.

##### III. Working conditions

The customer must do everything necessary to protect both individuals and property at the site of assembly and installation, and is to provide suitable working conditions. He must provide support to those carrying out the installation work, whilst it is being carried out, at his own cost.

##### IV. Installation period

1. If a fixed installation period has been expressly agreed, then adhering to it depends on the customer having fulfilled his own obligations. The fixed installation period is deemed adhered to if the machinery delivered by us is operational by the time the fixed period expires.
2. Section IV, Paragraph (4), of our general standard terms and conditions applies in respect of extending the fixed installation period as well as in respect of our liability in event of delay, with the proviso that the all-inclusive compensation sum for damage resulting from delay amounts to a daily 2% of envisaged installation costs, the maximum amount for compensation for damages being limited to double the envisaged installation costs.
3. Upon request, the customer is obliged to immediately provide us with evidence of the hours worked by our personnel each week, and of when the assembly, installation and taking into service work ends.

##### V. Compensation on the part of the customer

If, through no fault of our own, the equipment or tools provided by us are damaged during transport or at the installation site or if they are lost through no fault of our own, then the customer is obliged to compensate us for this. This does not apply to damage due to normal wear and tear.

##### VI. Other matters

In addition, our general standard terms and conditions also apply.