



EWD Terms and Conditions of Installation and Service

Erection and repair works by our specialists are only carried out under the following conditions. The permission to start the works is considered as acceptance of our terms and conditions of installation, even without written agreement.

1. Installation costs

For the provision of a fitter, the following positions will be billed at the Rates for Delegating Fitters listed on the supplement sheet:

1.1 Working, travelling, transit and waiting time

- 1.1.1 Travelling time is the time necessary for the journey from and back to Altötting. In case of several, continuous installations the travelling hours and travelling costs will be billed proportionally, at the rate of the supplied working hours. This partition will be done after return of the fitter, so that the calculated travelling hours and so the combined travelling costs, allowance and overtime pay may vary from the data on the work report.
- 1.1.2 Transit time is the time the fitter spends every day for the daily trip from his accommodation to the installation site.
- 1.1.3 Waiting time is a period during that our fitter is at the disposal of the purchaser, but prevented to work in the interest of the purchaser, without his or our fault.

1.2 Overtime pay

To be paid according to the existing labour agreement (see Rates for Delegating Fitters)

1.3 Travelling costs

- 1.3.1 All occurring travelling costs for the journey from and back to Altötting as well as for the daily trip from the accommodation to the erection site (see Rates for Delegating Fitters).
- 1.3.2 In case of several installations, the costs will be assigned according to travelling hours occurred.
- 1.3.3 In case of long-time installations, the fitter is entitled to paid trips home in certain, agreed periods. Occurred costs have to be borne by the purchaser.
- 1.3.4 If several trips to and from the installation site should become necessary without our fault, the purchaser has to bear the costs.

1.4 Allowance

- 1.4.1 Per calendar day as a lump sum for board and lodging and as a separation allowance (rates according to the enclosed page)
- 1.4.2 Far distance installation is an installation which requires external overnight stay(s) of the fitter. In this case the allowance has to be paid even for days which are not a working day.
- 1.4.3 Near distance installation is an installation in which the fitter is expected to get back home every day. The customer has to pay the daily trip to and from the installation site.
- 1.4.4 In case the customer offers free board and lodging, it has to be reasonable for the fitter, i.e. correspond to the standard of local guesthouses.



Date: 05.03.2009
page 2 of 3

EWD Terms and Conditions of Installation and Service

1.4.5 In case the expenses for overnight accommodation should exceed the amount included in our Rates for Delegating Fitters (difference between 4.1 and 4.2 of the Rates for Delegating Fitters), the surplus will be billed additionally.

1.5 Advance payments

The fitter is entitled to claim an advance payment at the beginning of his work, which corresponds to the scope of his work and the expenses paid in advance.

1.6 Payment

The payment of the installation/service, less an allowed advance payment, has to be effected immediately after receipt of the invoice without any deduction. Withholding of payments for any reasons, nor for the purpose of set-off, is not allowed.

2. Duties of the fitter

- 2.1 The fitter has only to undertake the tasks which have been agreed between the installation company and the contractee, to mount the delivered machines, to set these machines to work and to train the personal for maintenance, technical service and operation of these machines.
- 2.2 At the special request of the purchaser and against payment of the rates for delegating fitters, the fitter has to supervise the foundation works, lay transmittances and mount drive units.
- 2.3 Other work such as repair and reconditioning work at machines of other suppliers, may only be effected by the fitter at the sole responsibility of the customer.
- 2.4 In particular urgent cases the fitter has to work overtime and has to work on public holidays in a legal extent against the respective higher rates.
- 2.5 The fitter is obliged to get the signed confirmation of the hours worked on the service report at least once a week and to hand out a copy to the purchaser. The signed service reports are the basis for the invoicing.
- 2.6 The fitter is not entitled to issue orders for the account of the installation company without consent of the installation company. Costs for purchasing of material approved by EWD are only accepted, if a delivery note signed by the fitter with indication of the exact intended use is presented.

3. Duties of the purchaser (contractee)

- 3.1 At the arrival of the fitter the foundations, wooden supports, electric power feed lines, incl. main fuses and contactors and other preliminary works have to be finished and all devices for the start-up have to be prepared and ready.
- 3.2 The contractee is obliged to provide the fitter with all necessary scaffolds, hoists, electric tools, cleaning-, greasing and auxiliary material (screws, sheets, welding electrodes, gas, oxygen etc.) free of charge.
- 3.3 For the complete installation period a metal worker and a further helper have to be at the disposal of the fitter free of charge. Beyond that there have to be further helpers if necessary for transport works and similar works.
- 3.4 If necessary the installation company may rent out a mobile crane.
- 3.5 The necessary brickworks, carpenter works, ironworks and electric works and required material necessary for the installation are at the expense of the purchaser. That applies also to adaptation of supplied machines and parts of conveying equipment, which can not be assembled at the factory, due to requirements of the local conditions.



Date: 05.03.2009
page 3 of 3

EWD Terms and Conditions of Installation and Service

- 3.6 The listed duties are also valid for contractees with a contract with an all-inclusive price. In case of non-performance of these duties, the costs arising thereof will be billed separately.

4. Rights and duties of the fitting and installation company

- 4.1 The installation company is not obliged to provide a certain fitter. If necessary, fitters may be recalled and be replaced by another fitter. The purchaser will be informed thereof.
- 4.2 In case the installation company is not able to delegate fitters at a certain date, this establishes no claims of the purchaser.
- 4.3 Depending on the volume of the works, the installation company may delegate one or several fitters with construction supervisors.
- 4.4 In case of emergencies, such as break downs of other customers, the installation company is entitled to interrupt the assembly at short-notice. Travelling costs arising thereof will ne be billed.
- 4.5 Specifications concerning the time required for an installation are always non-binding, because the volume of the installation work may only be determined during the actual work.

5. Liability

- 5.1 The fitting and installation company is liable only for the proper installation with the exclusion of all further claims of the purchaser, and in such a way that the fitting and installation company will rectify any defects in the installation caused verifiably by her. Subsequent maintenance, service and readjustment works at the machines are at the expense of the purchaser.
- 5.2 The fitting and installation company is not liable for defects in installation which are due to intervention of third parties neither for the actions of their fitters or assistants if these actions are not directly connected with the installation work. The fitting and installation company is also not liable for accidents of all kinds.
- 5.3 The liability for damages at assembly components is limited to the removal of such damages, if the fitting and installation company is responsible for these damages. The customer has to provide necessary assistants and facilities free of charge. No liability is assumed for consequential damages.
- 5.4 The claims of the purchaser fall under the statute of limitations after 6 months from the time of acceptance.
- 5.5 The fitting and installation company may take out an insurance policy against accident and damages during the assembly at the expense of the purchaser.

6. Place of fulfillment and place of jurisdiction

Place of fulfillment for the payment is Altötting. Place of local and material jurisdiction is the local court Traunstein.