

Laweco Terms of Assembly

1. Scope

All assembly services we have agreed to perform, including monitoring services, shall exclusively be subject to the following terms of assembly. These terms of assembly shall apply analogously to repair works which we have agreed to perform.

Modification or amendment of the agreed terms, including the present terms of assembly require our written consent to become effective.

We shall accept possible deviating regulations or counter-confirmations of the customer only where we have expressly consented to them in writing. If we pass over deviating regulations in silence and/or perform assembly without reservation, this shall not indicate acknowledgement or consent of any of these regulations or conditions. We shall expressly not accept any of such deviating regulations or counter-confirmations of the customer.

2. Assembly prices and payment

2.1 If not expressly agreed otherwise all our services shall be invoiced on the basis of time and to the extent required in a particular case according to our assembly rates. The actually applied assembly rates are attached to these terms of assembly.

2.2 Agreement of a lump-sum price shall be required expressly. Our lump-sum quotations shall be calculated on the following basis:

- timely start of assembly within the stipulated periods;
- normal and uninterrupted sequence of assembly as well as assembly during normal working hours and on working days. However, the customer shall provide for opportunities to perform our services outside or in addition to normal working hours.

Should the above stated prerequisites for our calculations not be achieved or met due to the customer's fault or should the customer wish to modify the assembly services to be performed by us or add services, the additional cost arising from this shall be invoiced separately according to our assembly rates.

This applies also to the customer's request to perform services outside the normal working hours and on holidays.

2.3 Verification of performed services shall be made by a work hours sheet which is presented to the customer by our service engineers.

2.4 Prices are stated on a net basis, excluding VAT at the currently applicable rate.

To check whether services to be performed within the European Union may be exempt from VAT, please submit the following details:

- a) the VAT identification number;
- b) name and address of the customer;
- c) destination as well as

d) all documents necessary to the exemption from VAT for services within the European Union (vouchers, acknowledgements of receipt, etc.).

In the case that we should be charged VAT back-payment due to faulty or incomplete information of the customer we shall be entitled to charge the customer accordingly. If the customer intentionally submits incorrect or incomplete information we shall be entitled to claim for damages.

2.5 Payment shall be effected according to the conditions of the delivery contract where the order comprises assembly services, or immediately after receipt of the invoice without deductions.

3. Scope of assembly

3.1 Unless otherwise agreed and consented in writing, within the scope of our assembly services we shall assemble our devices (lifting platforms, components, parts, etc.) in such a way as to be mechanically and electrically ready for operation.

3.2 As a rule, civil engineering works or works to be performed by the customer shall not be within the scope of our services, especially where wiring or piping of energy supplies of any kind, performance of electrical interwiring, assembly and commissioning of aggregate units or systems is involved which are not within our scope of delivery.

3.3 Also the official acceptance testing according to the valid regulations for prevention of accidents shall not be within the scope of our services, unless otherwise agreed and consented in writing.

4. Support through customer

4.1 The customer is obliged to obtain the necessary official or private-law approvals and authorizations in time to ensure timely start of service work and to enable us to perform services without any disturbance.

Where approval is obligatory the customer is also obliged to obtain necessary special approvals for over-hours, work to be performed on Sundays or holidays as well as authorizations for hazardous environments.

4.2 The customer is obliged to facilitate the timely performance of our services to meet the agreed deadlines in every aspect. Unless otherwise agreed and consented in writing the customer shall take responsibility for the following deliveries and services at his own risk and expense:

4.2.1 Provision or if necessary erection of drive ways to the site of assembly suitable for conventional lorries and mobile cranes. Accessibility shall be provided for during the whole time of assembly either inside or outside the assembly hall.

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4.2.2 Unload the received materials, transport and suitable storage as well as protection of all delivered material against theft, damage or weather on site.

4.2.3 (Intermediate)Transport to site as well as loading and unloading of material including provision of adequate utilities for intermediate transport and loading works (e.g. cranes, mobile cranes, fork lifts).

4.2.4 Provision of lifting or fixing devices (e.g. cranes, mobile cranes, forklifts, ropes) required for assembly. In addition, provision of protection facilities required by regulations of the employer's liability insurance association as well as all energy supplies such as electricity, water, compressed air, welding gases, combustibles including the necessary connections on site.

Where delivery of assembly utilities has to be effected through us, we shall issue a separate invoice.

4.2.5 Adequate lighting of the assembly site.

4.2.6 After (intermediate) storage of the materials provided by us, cleaning of the material if necessary, where the customer is responsible for pollution of our materials and transport to assembly site.

4.2.7 Dry, lighted, lockable and suitable rooms near the assembly site to store special crane parts, tools of our service engineers etc.

4.2.8 Recreation rooms for our service engineers with all necessary furniture, equipped with heating system, lighting, lavatory and sanitation.

4.2.9 Protective clothing and facilities which may be necessary on site due to environmental circumstances.

4.2.10 Provision of all services on site to ensure timely start and undisturbed performance of assembly work. The customer shall take care for and ensure not to exceed the tolerances stipulated in the plans (schedules, drawings etc.) as agreed between the parties.

4.3 The customer shall ensure that our service engineers are able to start work immediately after arrival and services can be performed without delay or interruption due to customer's fault. This shall comprise timely provision of all the necessary plans, drawings and other instructions by the customer before start of assembly. Where we provide the customer with plans, drawings and other instructions the customer is obliged to process these accordingly.

4.4 Should the customer not meet the requirements stipulated under No. 4.1.-4.3. we are entitled to set a deadline for completion of the requirements which may according to the circumstances also be only a few hours. If the customer does not fulfil the requirements within the set deadlines we are entitled but not obliged to perform the actions to be taken by the customer ourselves and at the ex-

pense of the customer. We reserve the right to claim for further damages.

5. Safety, accident prevention

5.1 The customer shall inform us before start of assembly works about the safety regulations applicable to the assembly site, in particular inform us about the current regulations for prevention of accidents.

5.2 The customer shall take the necessary safety measures to protect persons and commodities on assembly site, if necessary this may include specific measures. The utilities provided by the customer shall comply with the relevant safety regulations, in particular with the regulations for the prevention of accidents.

5.3 The customer shall inform our service engineers on site about the existing safety regulations as far as these regulations are relevant to the performance of the assembly. A construction or project manager appointed by the customer shall ensure that our service engineers meet the safety regulations, especially the regulations for preventions of accidents. Possible violation of the safety regulations by our service engineers shall be announced to us without delay. In serious cases of violation the customer may refuse access to the site if previously agreed with us.

5.4 The customer is obliged to provide assistance to our service engineers in case of emergency / accidents and to inform us accordingly without delay.

6. Deadlines and bearing of risks

6.1 Binding dates and deadlines for the performance of the services must be expressly agreed in writing. In cases of non-binding or approximate (e.g. approx., around) performance dates and deadlines we shall endeavour to meet these deadlines. The deadlines shall be deemed to be met when up to their expiry the assembly work is ready for acceptance by the customer or is completed to such an extent that in case of a contractual acceptance testing such an acceptance testing can be performed.

6.2 Before commencement of performance dates and deadlines all technical questions concerning the order shall have been settled, the timely receipt of all documents and approvals to be provided by customer has been ascertained, plans, drawings etc. have been cleared and approved in due time and all other contractual obligations of the customer have been met timely and in orderly condition.

6.3 If we do not receive delivery or service of our sub-suppliers at all, items or services are in improper condition or too late due to reasons which we are not responsible for or if force majeure shall occur either at our or our supplier's site we are entitled to extend the period of completion of the services to be performed by us for as long as the impediment exists plus an adequate starting time or to withdraw from the contract in parts or completely for those parts which could not be fulfilled. Instances

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of force majeure in the sense of this contract are strikes, lock-outs, official intervention, shortages in energy or raw materials supply, bottlenecks in delivery, unintentional operational impediment e.g. due to fire, water or breakdown of machines and all other impediments of operation which we from an objective point of view have not caused intentionally. The regulations hereabove shall apply also if the listed circumstances commence after we had fallen in delay. The costs involved in the delay shall be covered by the customer.

6.4 If due to the customer's fault waiting times are caused, agreed assembly times as well as the daily travelling times exceeded or our service engineers have to travel to site repeatedly, the customer shall be charged the additional costs according to calculation of time and effort on the basis of our assembly rates.

6.5 If the assembly has to be interrupted due to the customer's fault, liability for the assembly work already performed lies with the customer for the time of interruption.

6.6 Where we should fall in delay the customer shall be entitled to set an adequate deadline for completion and after unsuccessful expiry of such deadline may withdraw from the assembly order either in parts or completely. Claims for damages due to delayed performance or non-performance - regardless of the reasons - shall be accepted only according to the regulations under no. 9.

For the time the customer should delay in meeting his obligations we shall not fall in delay. This applies to the customer's obligations from other contracts as well.

6.7 If we have to terminate the assembly services or the quality deteriorates before acceptance due to the customer's fault we shall be entitled to charge the agreed price reduced by the amount of the services not performed. The same applies to cases where assembly is impossible due to the customer's fault.

The customer may demand repetition of assembly service if and where it is reasonable, especially in consideration of our further contractual obligations. For repetition works we shall render a new invoice on the basis of the contractual prices.

6.8 The bearing of risks regarding the materials delivered by us is exclusively stipulated according to our general terms of sale and delivery.

7. Acceptance

7.1 The customer is obliged to accept assembly as soon as the completion of works is announced to him and the contractual items are mechanically and electrically ready for operation, or a contractual acceptance testing of the assembled items has been effected. The parties shall set up and sign an acceptance report.

7.2 Where assembly does not meet the contractual agreements we shall be obliged to remedy the deficiency at our own expense. This shall not apply if and where the defi-

ciency does not affect the customer's interests or where deficiency was caused by the customer's fault. In case of minor deficiencies the customer shall not be entitled to refuse acceptance if we acknowledge liability to remedy the deficiencies.

7.3 Where the customer should not accept completion of assembly in spite of circumstances stated under no. 7.1 the assembly shall be regarded as completed within one week after announcement of completion - binding to the parties.

7.4 In any case the assembly shall be regarded as accepted as soon as the customer utilizes the items delivered.

7.5 We expressly point out that the acceptance by the customer does not automatically authorize the customer to commission or use the items. The customer is not allowed to use the items before all legal and official regulations have been fulfilled, i.e. in particular the regulations for prevention of accidents.

8. Warranty

8.1 If deficiencies of our assembly services should become obvious within 6 months after acceptance the customer shall submit written notice without delay. We shall be entitled and obliged to remedy the deficiency. To assess and remedy the deficiency the customer shall facilitate necessary measures to be taken by us. The customer may remedy the deficiency either himself or through third parties in such cases only where continued operation is not safe or to prevent major damage, in which cases he has to inform us immediately. He shall be entitled to claim for damages in this particular case.

8.2 Where we should not meet our obligation to rectify the items and the customer has set an adequate deadline declaring he refuses rectification after expiry of this deadline, the customer is entitled to reduce the agreed price after expiry of the deadline.

The same applies where rectification was unsuccessful and further attempts are not reasonable or where rectification is impossible. Further claims shall be entered only according to the regulations under no. 9.

8.3 Our warranty shall not include usual tear and wear processes, damaging of any kind occurred after acceptance due to the following reasons: unsuitable or improper usage, defective assembly or putting in operation by the customer or other persons, damaging caused by other items or machines, modification or repair without our consent, etc.

8.4 Claims out of warranty by the customer shall be limited to the period of 3 months after receipt of a written announcement of the defects. However this shall not apply to the period of 6 months after acceptance. The warranty period shall be extended by the time of operational interruption due to the rectification work.

9. Exclusion and limitation of liability

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- 9.1 If claims are entered with us for intentional breach of obligations, regardless of the legal reasons, in particular impossibility, delay, faulty delivery, breach of contract, breach of obligations during negotiations, torts, product liability, we shall be liable for cases of intentional fault or negligence only. Apart from this we shall be liable only for breaking of essential obligations which are incompatible to the purpose of the contract.
- 9.2 In case of liability under No. 9.1 and liability without fault in particular in case of initial impossibility and legal defects we shall be liable for such damage which is typical and anticipated in this field.
- 9.3 It is in the customer's responsibility to decide on the utilization of the delivered items or other services. Unless specific properties or suitability of the delivered items for a contractually stipulated purpose have been confirmed in writing, advice regarding possible applications shall not be binding. In addition, we shall only be liable according to No. 9.1 for advisory procedures, effected or not, which do not refer to properties or utilization of the delivered product.
- 9.4 Exclusion of liability according to No. 9.1 – 9.3 applies also to all our agents, representatives, senior and junior executives as well as other vicarious agents.

10. Miscellaneous

- 10.1 The contract is subject to the legal provisions of the Federal Republic of Germany, the UN-Sales terms shall be excluded.
- 10.2 Venue of action shall be either the court at our place of business or the court at the supplier's place of business according to our request. Exclusive venue for claims against our company is the court at our head office's location.
- 10.3 The terms and conditions stated herein shall be amended by our general terms of sale and delivery, especially the terms of quotation, pricing, bearing of risks, proprietorship and liability under the contract.