

## 1.0 Scope of Application, Incorporation of General Terms of Sale and Delivery 09/2011

1.1 These terms of installation shall apply to assembly and installation work performed by STAHL CraneSystems GmbH, Künzelsau (hereinafter referred to as Supplier) on the basis of a separate order or in connection with the execution of a contract of sale and delivery, save as where expressly agreed upon otherwise. Where reference is made below to the attached General Terms of Sale and Delivery 09/2011, the terms service or delivery shall be deemed to mean installation, the term delivery period shall be deemed to mean installation period and vice versa.

1.2 If and insofar as the following provisions do not expressly and with full and final effect provide otherwise, the General Terms of Sale and Delivery 09/2011 shall apply accordingly.

## 2.0 Installation Price, Payment, Right to Suspend Performance

2.1 Installation work shall be invoiced on the basis of itemization, in particular the work time spent shall be invoiced in accordance with the rates applicable at formation of the contract, unless lump-sum payment has explicitly been agreed upon. The respectively valid statutory value added tax shall be added.

2.2 Supplier shall be free to invoice on a weekly or a monthly basis or upon completion.

## 3.0 Assistance by Customer

3.1 Customer shall support the installation personnel with the installation work at its own expense.

3.2 Customer shall take any special measures necessary to protect the people and property on the worksite. Customer shall also advise the head of the installation team of any applicable special safety regulations, should they be relevant for the installation personnel. Customer shall notify Supplier of any breaches of such safety regulations by the installation personnel. In the case of a severe breach, Customer may, after consulting with the head of the installation team, refuse to allow the offender access to the worksite.

## 4.0 Technical Assistance by Customer

4.1 Customer shall provide technical assistance at its own expense, including the following:

- a) Provision of any auxiliary suitable personnel (bricklayers, carpenters, locksmiths and other skilled personnel, helpers) necessary for the installation and for as long as necessary; the auxiliary personnel must follow the instructions given by the head of the installation team. Supplier does not accept any liability for the auxiliary personnel. Should the auxiliary personnel cause a defect or damage due to instructions given by the head of the installation, provisions 8.0 and 9.0 shall apply.
- b) Completion of all earth, construction, bedding and scaffolding work, including procurement of the necessary building materials.
- c) Provision of the necessary devices and heavy tools (e.g. lifting equipment, compressors, mobile forges) and the necessary commodity goods and materials (e.g. scaffold boards, wedges, underlay materials, cement, plaster and sealant materials, lubricants, fuel, driving belts and ropes).

- d) Provision of heating, lighting, operating power, water, incl. the necessary connection facilities.
- e) Provision of dry and lockable rooms necessary for the storage of the tools of the installation personnel.
- f) Transport of the installation parts on the worksite, protection of the worksite and work materials against any damaging or detrimental influences of all types, cleaning of the worksite.
- g) Provision of suitable and burglar-proof common rooms and workrooms (including heating, lighting, washing and sanitary facilities) and first aid to the installation personnel.
- h) Provision of any materials and performance of any other activity necessary for the adjustment of the goods to be installed and for the conduct of a trial run as may be provided for under the contract.
- i) Protection of results of the work performed by Supplier, if and insofar as third parties gain access to such.

4.2 The technical assistance by Customer shall ensure that the installation work can be commenced with immediately after the arrival of the installation personnel and can be carried out without interruption up to the stage of final inspection and acceptance by Customer. Supplier shall provide Customer with any necessary additional planning documents or instructions in due time.

4.3 Should Customer fail to comply with its obligations, Supplier shall be entitled to, but not be obliged to, perform, after advance announcement to such effect, Customer's duties in its stead and at Customer's expense. Other legal rights and claims of Supplier shall remain unaffected.

## **5.0 Time Limit for Installation Work, Bearing of the Risk**

5.1 The agreed installation time shall be deemed complied with, should by the end of such time period the installed goods be ready for final inspection and acceptance by Customer, or, should a trial run be contractually agreed upon, be ready for such trial run.

5.2 Should the installation be delayed by industrial action, in particular by strike or lockout, or by circumstances Supplier is not accountable for, the agreed installation time shall be reasonably extended, provided that such impediments prove to be of considerable influence on the completion of the installation work; the same shall apply, even if such circumstances arise after Supplier had been in default.

## **6.0 Working Hours, Surcharges, Travel and Tooling Costs**

6.1 As far as possible, Installation personnel shall adapt to Customer's regular working hours.

6.2 Customer shall confirm the travel and working hours as well as the work performance of the installation personnel on the time reports submitted to him.

6.3 The travel costs of the installation personnel – including the costs of transport and of transport insurance cover for the personal luggage, tools and scaffolding taken along or forwarded – shall be invoiced on the basis of proof of the actual expenses. Travel costs shall include the costs of journeys home during installation in accordance with the applicable collective union agreement.

6.4 Any travel time necessary for installation work and including the travel to and from the service place shall be invoiced up to 12 hours per calendar day as work hours, excluding additional charges. Work hours to be invoiced shall include any necessary waiting periods and, in cases of long-distance travel installations, the time spent looking for accommodation and on making official registrations, as long as actual work time elapses as a result.

6.5 With respect to overtime work and travel and work time on Sundays and public holidays, the percentage rates set out in the applicable collective union agreement, which form the calculation basis of the applicable additional charges, shall be added to the hourly rates agreed. The resultant amount shall be invoiced to Customer as surcharge. Overtime work shall be effected where necessary and agreed.

6.6 Lifting and welding equipment, scaffolding and other heavy tools provided by Supplier shall be invoiced with 0.5% of their value as new per each day of them being transferred from the factory. Any outward and return freight costs or any lorry tours shall also be invoiced.

## **7.0 Acceptance of Performance (Delivery of Possession), Acceptance Prior to Putting into Operation**

7.1 The Customer shall make the final inspection to and accept the installation work as soon as being given notice of the conclusion thereof and, should a trial run be contractually agreed on, such run having been conducted. Should the installation work prove not to be in conformity with the contract, Supplier shall remedy the defect. Such shall not apply, though, should the defect only be of minor importance with regard to Customer's interests or should its cause fall within Customer's responsibility. Customer may not refuse acceptance because of minor defects.

7.2 Should acceptance be delayed without Supplier being at fault, acceptance shall be deemed to have taken place two weeks after the notice of conclusion of the installation work.

7.3 Upon acceptance without reservation, Supplier's liability for obvious defects shall cease.

7.4 Pursuant to German regulations for prevention of accidents (BGV D6, D8), cranes must undergo an inspection by a specialized expert for cranes prior to its first putting into operation and, in the case of major technical modifications, also prior to recommencement of its operation. The Customer shall safeguard that the operating company commissions the specialized expert in accordance with the said regulations for prevention of accidents, and Customer shall, if necessary, even commission the expert itself.

## **8.0 Warranty**

8.1 After acceptance of the installation work, Supplier shall be liable for defects of the installation work that Supplier is responsible for and that occur within 12 months after the acceptance to the effect that Supplier shall remedy such defect. Should Supplier fail to meet a reasonable time limit set by the customer for remedying a defect Supplier is responsible for, Customer may reduce the service price according to the extend of the repair work ("Minderung" under German law); A right to rescind the contract shall only arise, if and

insofar as Customer demonstrates to have, despite its right to reduce the service price, no legitimate interest in the service work provided.

8.2 Any other claim of Customer shall be excluded save as otherwise provided for in provision 9.0 of these Terms and Conditions or in provision 4.0 of the General Terms of Sale and Delivery 09/2011 as applicable according to provision 1.2 of these present conditions.

#### **9.0 Liability of Supplier, Exclusion of Liability**

9.1 Should, due to circumstances Supplier is responsible for, an installation part supplied by Supplier be damaged in the course of the installation work, Supplier shall, at its free choice, either repair it at its own expense or supply a replacement.

9.2 Should, due to circumstances Supplier is responsible for, usage according to the contract of the goods installed not be possible for Customer because suggestions made or advice given prior to or after execution of the contract or other ancillary contractual obligations have been omitted or wrongly executed – in particular, concerning the instructions on operation and maintenance of the assembled goods –, the provisions 8.0, 9.1 and 9.3 shall apply accordingly with further claims of Customer being excluded.

9.3 Any further liability shall be determined in accordance with provision 5.0 of the General Terms of Sale and Delivery 09/2011 as applicable according to provision 1.2 of these present conditions.

#### **10.0 Liability of Customer**

Should any equipment or tools provided by Supplier on the worksite be damaged or should they be lost without Supplier being at fault, Customer shall compensate Supplier for such damage.