

# General Terms and Conditions of Assembly



## **BREWFORCE Brautechnik GmbH**

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These terms of assembly apply to installation, commissioning, repairs, instructions etc., unless agreements to the contrary have been made in writing. Collateral agreements and amendments must be confirmed in writing.

### **GENERAL CONDITIONS**

The customer must provide in time and at his own costs and risks:

1. The foundation work including anchor bolts. The foundation must be capable of bearing at the beginning of the assembly.
2. Skilled workers and assistants including at least one qualified worker who can also be familiarized and entrusted with the monitoring of the plant at a later date.
3. Devices and required objects (such as hoists, cranes, devices for lifting and transporting of the machines, bases, sealing material and lubricants) which are necessary for the assembly.
4. All connections such as the supply for compressed air, electricity and cooling water, for the machinery to be assembled.
5. A dry and lockable room for the storage of valuable machine parts and tools.
6. Sample material in sufficient quantity for running in the machines.
7. In the event that the assembly or repair work is delayed due to non fulfillment of the obligations of the customer, the customer is charged with the arising costs. Included are the costs for the waiting time and additional travel costs. The same conditions also apply for the machines that cannot be set into operation immediately after the assembly or repair due to the customer's fault.
8. The risk of losing or damaging assembly parts, tools and other objects that have been supplied by us in order to carry out the assembly or repair, is taken over by the customer upon shipment.
9. Working hours and the work done must be certified to the service personnel. After the assembly, repair or inspection has been finished, the customer issues to the fitter a certificate of acceptance.
10. Assembly at standard all-inclusive rates: The standard all-inclusive rate covers the agreed services at working conditions in the terms of the contract. There will be an extra charge for additional services carried out by our assembly staff if deemed necessary due to the customer's cause or fault. The customer has to certify the working hours spent for the flat rate assembly to our assembly staff.
11. Mechanic expenses are paid out of pocket. That is why we settle the assembly, repair or inspection immediately after the completion of the work. In the event of longer period of work we may place partial invoices from time to time. Assembly invoices have to be paid by the customer immediately after receipt.
12. There are many reasons that during our factory testing the real production conditions differ in practice. Usually during the works to integrate the system to the operational process at site our service technicians have to do modifications. These are recorded and calculated during the commissioning time and charged with our final invoice.
13. Assembly of objects and material provided by the customer:

We guarantee the assembly according to the contract, but we are not liable for the quality and suitability of the objects and materials put at disposal by the customer.

14. With the exception of further claims of the customer we are liable for the proper assembly in a manner that we must remedy the defects of the assembly. We are not liable for damage caused by the directions or action of the customer.

15. Claims for compensation for any kind of damage are excluded in all cases of damage regardless of legal justification, if the compensation entitlements are not covered by our insurance. This includes all caused damage incurred not directly at the assembled or repaired objects and damage caused by the male function of the machine. 15. We are liable for perfect functioning of the machine or the production line only within the framework of our terms of sale and delivery and only if an experienced worker who will operate the production line is at disposal from the beginning of the assembly.

16. The service personnel is only permitted to perform services on BREWFORCE Brautechnik GmbH equipment.

### **ASSEMBLY RATES**

#### **1. Working rates**

We charge for working time, travelling / preparation or waiting time, at a normal working time of 8 hours per day and 5 working days per week:

Engineer / technician per hour: € 75,--

Programming works per hour: € 110,--

The selection of the assembly personnel is reserved to us according to the requirements.

#### **2. Extra charges for additional working hours a)**

Work days all time up to 2 hours: + 25 %

b) Work days all time more than 2 hours: + 50 %

c) Saturdays all working hours: + 50 %

d) Sundays and holidays all working hours: + 100%

e) Public holidays are deemed to be the statutory public holidays applying at the location site.

#### **3. Allowances/Expenses**

Per days travelled / worked / of presence

Germany € 30,--; Europe € 45,--; other countries € 60,--

(Also at weekends!)

#### **4. Travelling costs (according to expenses)**

By car: € 0,60 per kilometer

By train second-class; by plane economy-class

#### **5. Costs for accommodation**

Costs for accommodation will be charged according to the need and against proof or will be overtaken directly by the client. Lodging arranged for by the customer must meet acceptable standards. The customer is responsible for transportation to and from the hotel, or take responsibility for the costs.

#### **6. Extra charges and incidental expenses**

Extra charges and incidental expenses which might arise incidentally will be charged against proof. Travels home at Easter, Pentecost and Christmas that have been included in the contract will be paid by the customer.

#### **7. Contract services**

Services provided by a third party, either due to a customer's request or required by his need, will be charged at the customer at the rates defined by the third party.

#### **8. General terms**

Working hours and the work done by us are to be confirmed by customer!

All costs are net, invoices payable within 8 days.

Place of jurisdiction is Nettetal.