

# Installation Conditions

**Conditions for machine installations, set-up, conversion, repair and overhaul work on machines of Karl Heesemann Maschinenfabrik GmbH & Co. KG, Bad Oeynhausen, hereafter referred to as the "Contractor".**

- 1. The costs of the installation deployments and the required spare parts are always charged to the customer.**
- 2. Installation Costs**
  - 2.1 **Hourly rates (installation and waiting time)** during working hours from Monday to Friday 7 a.m. to 4 p.m.:
 

<b>Service engineer</b>	€ 105.00
<b>Electronics engineer</b>	€ 150.00
<b>Online service</b> (per 15 minutes)	€ 40.00
  - 2.2 **Hourly rate (travel time)** € 85.00
  - 2.3 **Supplements for overtime, late, weekend and holiday working (installation and waiting time)**

the first two hours	25%
all additional hours / Saturdays	50%
Saturdays	50%
Sundays	70%
Holidays	100%
  - 2.4 **Travel expenses**

for journeys with a service vehicle, per km € 1.95 (incl. travel time)  
for journeys by public transport, depending on the tariff  
Other travel costs (e.g. aeroplane, hired car, taxi), based on actual expenditure and receipt. The determining factor for the travel expenses is the distance from the manufacturer's factory to the site. If several installation jobs are carried out as part of a combined journey, the travel costs can be calculated on a pro rata basis.
  - 2.5 **Board and lodging**

Per diem charges without overnight stay for each day of absence from Bad Oeynhausen, according to the international rates stipulated the law.  
Meals provided by the customer shall not be taken into account.  
Overnight accommodation costs according to actual expenditure and receipt.
  - 2.6 All additional costs incurred as a result of the installation work are to be borne by the customer.
- 3. Terms of payment**

Unless otherwise agreed in writing, all services are payable immediately upon receipt of the invoice without deduction. The contractor may submit partial invoices.
- 4. Interruption of the installation work**
  - 4.1 Insofar as for contractual reasons several return trips are required by the technician or his assistants, the customer shall pay for the costs incurred.
  - 4.2 In particularly urgent cases, such as breakdowns of other customers, the contractor is entitled to have the service engineer interrupt the installation work. The contractor shall pay for the resulting travel costs incurred for the service engineer.
- 5. Cooperation by the customer**
  - 5.1 The customer is under an obligation to provide assistance.
  - 5.2 The assistance provided by the customer is intended to ensure that the installation can begin immediately after the arrival of the service engineer and performed without delay until the acceptance test of the customer, also during the warranty period.
  - 5.3 The assistance provided by the customer consists of the protection of individuals and property at the installation site, consideration of the existing safety regulations, proper working conditions and the provision of the necessary auxiliary equipment.
  - 5.4 The provision of the requisite, technically qualified support staff, as well as machine operators, insofar as the service engineer considers this to be necessary. This also applies to requests by the service engineer based on accident prevention regulations.
  - 5.5 When machines are commissioned, the setting-up of the machine and the necessary preparations at the installation location are to be performed by the customer. The machine-related connections (electrical, compressed air, dust extraction system, electrical connections, etc.) must be made by the customer in good time before commissioning by the time at which the machine is connected.
  - 5.6 Provision of an interpreter, if the service engineer deems this necessary.
  - 5.7 The expenses of this service provided by the customer shall be at the customer's expense.
- 5.8 Insofar as the customer does not fulfil its obligations, the contractor is entitled- but not obliged- to perform the actions for which the customer is responsible on the customer's behalf and at its expense.
- 5.9 The customer shall notify the contractor of any infringements committed by the service engineer.
- 5.10 All costs incurred by the contractor as a result of delays for which the contractor is not responsible, shall be borne by the customer.
- 6. Tasks of the service engineer**
  - 6.1 The service engineer shall only perform the work stipulated by the contractor and shall inform the customer of the method of handling the machine (instruction).
  - 6.2 At the request of the customer, the service engineer shall in urgent cases - in particular in order to avoid interruptions to business operations- work overtime or on public holidays to the extent that this is legally permitted after consultation with his installation operations management. Reference is made to section 2 of these installation conditions with respect to the costs incurred.
  - 6.3 The service engineer is not authorised to submit legally binding declarations. In all such cases the customer is requested to contact the contractor directly.
- 7. Warranty**
  - 7.1 The contractor shall be liable for faulty installations to the extent that the customer shall have a claim to supplementary performance. In cases where such supplementary performance is unsuccessful, the customer shall have the right- at its own discretion- to reduce the contract price or withdraw from the contract. The contractor shall not be liable for further claims, in particular for consequential damage such as loss of production and loss of profit.
  - 7.2 The limitation period for warranty claims is 12 months. The claim to supplementary performance shall not apply if the customer does not provide notification of incorrect installation immediately.
  - 7.3 The contractor shall not be liable for installation defects resulting from the specific local conditions, soil conditions, voltage fluctuations etc.
  - 7.4 Insofar as the customer performs changes or repairs without the agreement of the contractor, the contractor's liability shall no longer apply and the costs shall not be accepted by the contractor even if they are incurred within the warranty period.
- 8. Acceptance**
  - 8.1 After completion of the work, the customer must determine that it has been properly executed in accordance with the contract that has been awarded.
  - 8.2 The working times and work performance are to be confirmed to the service engineer in writing by the customer.
  - 8.3 In the case of machine commissioning, a final acceptance report shall also be drawn up and signed.
  - 8.4 If the acceptance certificate is delayed beyond the responsibility of the contractor, the acceptance shall be deemed to have been granted after the expiry of a period of 10 days. This also applies to cases where upon the departure of the service engineer, no personnel of the customer is present who is authorised to provide signatures and therefore, the performance of the installation cannot be confirmed by signature.
- 9. Validity of the General Terms and Conditions, place of jurisdiction**
  - 9.1 The Terms and Conditions of the contractor also apply to the installation work.
  - 9.2 The place of jurisdiction for disputes associated with an installation contract is Bad Oeynhausen. These conditions are subject to the law of the Federal Republic of Germany.