

General Terms and Conditions of Installation of Chemische Fabrik Dr. Weigert GmbH & Co. KG
Mühlenhagen 85 • D-20539 Hamburg
- Version of: 01.10.2020 -

1. General information, scope of validity

1.1 The General Terms and Conditions of Installation below shall apply to installation work undertaken by Chemische Fabrik Dr. Weigert GmbH & Co. KG at home and abroad. Deviations, amendments or changes from this must be specified in writing. These Terms and Conditions of Installation of Dr. Weigert remain valid for all future business and contracts with the customer, even if they are not the subject of a further separate agreement.

1.2 All agreements, made between us and the customer, to implement this contract are recorded in writing between the parties.

1.3 These General Terms and Conditions of Installation are exclusively binding; terms and conditions opposing or differing from these terms and conditions are rejected if we have not explicitly approved them as binding in written and signed form. Even where we refer to a communication which contains the General Terms and Conditions of the contract partner or a third party or refers to such General Terms and Conditions, such reference shall not constitute consent to the applicability of those General Terms and Conditions.

2. Installation and service hourly rates

The installation work is billed on an hourly basis. During the usual working hours of Monday to Friday within the 40-hour week and eight working hours per day, the customer is charged for a full hour of work, waiting or travel planned for a fitter, site manager, service technician, service engineer, project manager or specialist at the regular hourly rate. The hourly rate for an emergency call-out is accordingly higher. Please refer to our current rate card for all prices.

The time spent travelling to and from the technicians' accommodation and their place of work shall be billed if this takes more than a quarter of an hour.

3. Auxiliary materials and consumables

The hourly rate does not include auxiliary materials and consumables. Where they are not provided by the customer, they shall be billed for separately on the basis of consumption.

4. Ancillary costs

4.1 The customer shall be billed for travel expenses to and from, including additional travel expenses. Our technicians shall generally travel by rail, car, public transport or air. The mode of transport used shall be chosen at our discretion. In case they travel by train, the customer shall be billed for the cost of 1st class rail travel plus surcharges. In case they travel by car, a flat rate based on kilometres travelled will be used. Outbound and return travel will be billed as incurred and are including in hours worked.

Travel expenses also include the costs of transport and of transport insurance for the personal baggage and the tools and materials brought along.

We charge flat-rate travel expenses per person for outbound and return travel on foreign deployments. This flat-rate charge is generally based on a standard economy class flight. However, if this amount proves to differ greatly from the actual costs incurred, we reserve the right to charge a correspondingly higher flat-rate amount.

4.2 If it transpires that these amounts are insufficient to cover reasonable subsistence, higher rates shall be charged accordingly. The allowance shall also be charged for the duration of a period of incapacity resulting from an accident.

4.3 The customer shall be charged for telephone calls which have to be made with our headquarters, any of our branches or a supplier.

5. Cooperation on the part of the customer

5.1 The customer shall assist our technicians in carrying out the installation at his own expense. The technical support provided by the customer must serve to guarantee that the installation work can get started as soon as our technicians arrive and can proceed without any undue delay through to the point of acceptance by the customer. The customer shall particularly be required to carry out the following works on site at his own expense:

- a) Setting up the installation site to enable the installation work to be carried out unhindered, especially carrying out any building and cutting work that may be required to install dosing equipment.
- b) Providing electricity, water, heating, lighting and the requisite connections.
- c) Providing the requisite heavy tools and fixtures, such as special tools, transport equipment, other installation site equipment, installation scaffolding and auxiliary equipment.

d) Providing suitable washing facilities as well as locking rooms for storing the tools and the technicians' clothing.

e) Protecting the installation parts and materials from exposure to any potential sources of damage.

The customer shall take the requisite measures on-site to protect against personal injury and damage to property and shall undertake to ensure compliance with the relevant accident prevention measures. If there is only one technician deployed, the customer shall undertake to provide the personnel and safety equipment stipulated by the Accident Prevention Regulations. Our instructions on safe working practices (according to the Accident Prevention Regulations governing us) have to be followed.

5.2 If the customer neglects his obligations, we may, although we are not obliged to do so and without prejudice to other legal rights, carry out the customer's obligations on his place at his expense after setting him a deadline.

6. Terms and conditions of payment, value-added tax and price reservation

6.1 Unless otherwise agreed, the customer or its representative shall confirm the hours worked by our technicians and the work done by them on our time sheets. Installation costs accrued shall be billed on the basis of these confirmed time sheets.

6.2 Our installation bills shall be payable net as soon as they are issued.

6.3 Only undisputed claims or claims finally established by a court of law may be offset by the contract partner. He may only use the right of retention if the counterclaim derives from the same contractual relationship.

6.4 Statements of any kind made by our technicians shall only be binding upon us if they have been confirmed by us in writing.

6.5 The amounts specified or calculated above shall be net prices exclusive of value-added tax. The hourly rate includes taxes which are contained in the expenses.

6.6 Our hourly rates and ancillary costs are based on current cost factors. If there is any change in these prior to the end of deployment, we reserve the right to ask the customer to pay a surcharge accordingly. The surcharge will be documented upon the customer's request.

7. Acceptance test

After notice of the completion of the installation works, the customer has to undertake an acceptance test. Should the installation prove to be insufficient, we shall repair or replace the defective part. This does not apply in case the defect is not essential to the customer or is the consequence of an event, for which the customer is responsible. The customer shall not refuse the acceptance test in case of non essential defects. Two weeks after notice of the completion of the installation works, the acceptance test shall be considered as being completed if the acceptance test has been delayed for reasons beyond our responsibility. After the successful performance of the acceptance test, we are no longer liable for any recognizable defects provided that the customer has not reserved his rights for the specific defect.

8. Return of materials and equipment, liability of the customer to pay compensation

8.1 Following the end of the installation, the customer shall return leftover materials, installation tools and all borrowed items to us unless the customer bought them. If he fails to return them within a reasonable time limit, we reserve the right to charge him with fees for borrowing them.

8.2 The customer shall be liable in case our equipment or tools get lost or damaged at the site of the customer for reasons beyond our responsibility. This does not apply to damages as a result of the usual deterioration.

9. Claims based on Defects

9.1 After acceptance of the repair, we must remedy defects of the repair under exclusion of all other claims of the customer, but without prejudice to provisions pursuant to Section 9.5 and Section 10. The customer shall give notice to us of determined defects in writing without undue delay.

9.2 We shall not be liable if the defect is immaterial to the interests of the customer or attributable to the customer. This applies in particular to parts and material furnished by the customer.

9.3 In addition, we shall not be liable if the claimed defect was caused by improper alterations or repair works undertaken without our prior consent by the customer or third parties. Only in urgent cases where operational safety is endangered and to avoid disproportionately large damages (the circumstances of which we must be notified of immediately) or if we a reasonable deadline we must abide by to remedy defects has lapsed, the customer shall have the right, within the statutory provisions, to remedy the defect himself or to have such defect remedied by third parties and to demand the reimbursement of the costs necessary therefore from us.

9.4 Out of the direct costs accruing from the remedy of the defects, the

costs of the replacement item including shipment shall be borne by us, insofar as the objection is shown to be justified. In addition, we shall bear the costs for the disassembly and installation as well as the costs for the necessary furnishing of necessary technicians including travel costs, insofar as no unreasonable burden on us shall occur hereby.

9.5 Should we allow a reasonable deadline period within which to undertake the remedy of the defect to pass – taking into account the statutory exemptions – without remedying the defect, the customer shall have a right of reduction of the purchase price within the framework of statutory law. Only if the repair despite the reduction is verifiably useless for the customer, the customer may rescind the contract.

10. Liability

10.1 We will be liable according to the legal provisions for damage claims resulting from intent or gross negligence or the breach of a fundamental contractual duty. Fundamental contractual duties are those whose breach jeopardizes the contract's purpose.

10.2 In the case of unintentional breach of contract, our liability is limited to foreseeable and typical damages.

10.3 The liability for culpable loss of life, bodily integrity or health is unaffected; the same applies for mandatory liability under the German Act on Product Liability ("Produkthaftungsgesetz"). The liability for non-existence of a guaranteed specification and fraud remains unaffected as well.

10.4 The exclusion or limitation of our liability also applies to the personal liability of our bodies, statutory representatives, employees or other vicarious agents.

10.5 We provide a guarantee of two years for materials/spare parts installed.

10.6 Unless otherwise foreseen above, all liability is excluded.

11. Prescription

11.1 All claims of the customer shall become time-barred after a period of 12 months.

11.2 As opposed to the foregoing, the prescription period for claims in relation to the infringement of life, bodily integrity and health, intent or gross negligence, fraud or mandatory liability under the German Act on Product Liability ("Produkthaftungsgesetz"), shall be the statutory prescription period.

11.3 The statutory prescription period shall also be applicable if the installation work is performed at a building and causes its defect.

12. Other conditions

12.1 These General Terms and Conditions of Installation shall apply in conjunction with our General Terms and Conditions of Business, Sale, Supply and Payment.

12.2 The place of jurisdiction shall be our commercial domicile although we reserve the right to take legal action against the customer through the court with jurisdiction over its residence or commercial domicile as well.

12.3 The law of the Federal Republic of Germany shall apply. The validity of UN Sales law shall be excluded.

12.4 Should any of the provisions be or become invalid, this shall have no bearing on the validity of the remaining provisions.

12.5 If these General Terms and Conditions of Installation contain omissions, these omissions will be filled by the legally valid regulations that we and the customer would have agreed in line with the economic purpose and intent of these General Terms and Conditions of Installation if we had been aware of the omission.

13. Data recording/remote data retrieval

13.1 In the event of the loss of data by the customer due to remote data retrieval by us, we are liable only for the expenses that would be necessary for the customer to restore the data given proper and regular data backups. This restriction does not apply if and to the extent that data backup is included in the services we are to perform.