

General Assembly Conditions Germany

1. Scope of Application

The General Terms and Conditions of Assembly apply to all assembly, commissioning and after-sales service work (assembly) carried out outside the installation contractor's plant by the contractor's personnel. In addition, the general terms and conditions of sale of the installation contractor shall apply mutatis mutandis.

2. Preparation of the assembly

The customer must assume at his own expense and provide in good time:

- a) auxiliary teams such as henchmen and, if necessary, bricklayers, carpenters, locksmiths and other skilled workers in the number deemed necessary by the contractor;
- b) all earthworks, bedding, construction and scaffolding work, including building materials required for this purpose;
- c) the equipment required for installation and commissioning, such as hoists, field forges, welding machines, transformers, as well as the necessary consumer goods and consumables such as scaffolding, wedges, underlays, cement, cleaning and sealants, lubricants, fuels and cooling water;
- d) heating, lighting and operating power, including the necessary connections to the construction site;
- e) sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, materials and tools, as well as suitable work and recreation rooms for the installation contractor's personnel.

Before the start of the erection, the delivery parts required for the commencement of the erection work must be in place and all masonry, carpentry and other preparatory work must have progressed so far before the start of the erection that the erection can be started immediately after the arrival of the erectors and carried out without interruption.

In particular, the access routes and the installation site at ground level must be levelled and cleared, the foundation masonry must be bound and dry, the foundation walls straightened and backfilled, the wall and ceiling plaster must be completely completed when installed indoors, and in particular doors and windows must also be installed. The installation room in which the installation is carried out must have a room temperature of at least +15°C and be dry.

If the Purchaser fails to comply with his above obligations, the Contractor shall be entitled, but not obliged, to carry out the actions incumbent on the Purchaser on his behalf and at his own expense. In all other respects, the statutory rights of the installation contractor remain unaffected.

Upon request, the Purchaser shall provide the necessary protective clothing or protective device free of charge to the personnel of the installation contractor. If these protective devices are not provided and damage is caused as a result, the installation contractor and the staff are entitled to claim damages.

3. Assembly period

All information about the installation period is only approximate and non-binding. If, by way of exception, an assembly deadline is designated as binding, it shall be deemed to have been complied with if the installation is ready for acceptance by the purchaser or, in the case of a contractually provided trial, for its execution by the end of the period.

If the installation is delayed due to the occurrence of circumstances for which the installation contractor is not responsible, an appropriate extension of the installation period shall occur. This also applies if such circumstances occur after the installation contractor has fallen into default. The costs incurred as a result of the delay, in particular all costs for waiting times and other necessary travel by the displayers, shall be borne by the customer.

4. Assumption of Risk

The risk shall pass to the purchaser when the equipment, system components and assembly material to be assembled are dispatched to the installation site; the latter also bears the risk for these goods at the installation site.

5. Acceptance of the assembly

The customer is obliged to accept the installation as soon as he has been notified of its completion and any contractually provided testing of the assembled delivery item has taken place. If the installation proves to be not in accordance with the contract, the installation contractor is obliged to remedy the assembly defect. This does not apply if the defect is insignificant or is based on a circumstance for which the installation contractor or his assembly personnel are not responsible. If there is a non-material defect, the customer can only refuse acceptance if the installer does not expressly acknowledge his obligation to remedy the defect.

If, for any reason for which the installation contractor is not responsible, acceptance is not carried out at the end of the assembly work, the assembly shall be deemed to have been accepted on the day of departure of the installation personnel. If a further presence of the assembly personnel is desired, the costs incurred shall be borne by the customer.

Upon acceptance, the liability of the installation contractor for recognizable defects ceases to apply, unless the customer has reserved the right to assert a specific defect.

6. Warranty

To the exclusion of all other claims, the installation contractor is only liable for professional installation in such a way that he removes any assembly defects identified by him and recognized by him free of charge within 3 months. The customer must immediately notify the installation contractor of any defect that has been identified. His right to assert the defect expires after 3 months from the date of notification. Liability shall not be assumed for work carried out by fitters of the installation company without his knowledge at the request of the customer and for interruptions of assembly for reasons for which the installation contractor is not responsible. Liability is also rejected for defects based on natural wear and tear as well as for damage caused by incorrect or negligent handling or by improper interventions by the customer or third parties without the consent of the installation contractor.

The Purchaser may not assert any claims for compensation or other rights against the Contractor for any disadvantages associated with the installation beyond the claims granted to him in the above conditions.

The Purchaser shall grant the necessary time and opportunity to carry out all modifications and improvements deemed necessary to the installation contractor and to deliver replacement equipment or parts. If he refuses to do so, the installation contractor is exempt from liability for defects.

If, through no fault of the installer, the devices or tools provided by the contractor are damaged during transport or at the assembly site, or if they are lost through no fault of the contractor, the purchaser shall be obliged to replace them.

7. Indemnification

Claims for damages of any kind, in particular also for consequential damages, regardless of who and for what legal reason they are raised, are excluded - to the extent permitted by law.

8. Wage Rates

For each normal work assignment, the contractor shall charge, unless otherwise agreed, for:

	Driving Hour:	Working Hour:
Programmer	€ 128.70 per hour	€ 145.20 per hour
Engineer with planning function	€ 128.70 per hour	€ 145.20 per hour
Technician Service	€ 88.00 per hour	€ 106.70 per hour
Electrician	€ 75.90 per hour	€ 93.50 per hour
Fitter	€ 72.60 per hour	€ 89.10 per hour

Waiting times are billed as working hours.

9. Expenses

An additional part of the expense is charged for each installation assignment:

Absence 8 to 24 hours flat rate	€	14.00 per day
Absence of 24 hours or more is a flat rate	€	28.00 per day

10. Accommodation costs

The accommodation costs according to expenditure, but at least € 85.00 per night

11. Travel expenses

The travel expenses of the installation personnel (including the costs of transport and transport insurance, personal luggage and the tools carried and shipped) paid by the installation contractor will be settled upon receipt.

For assembly cars or cars, € 1.15 per km will be charged.

Travel expenses also include the costs of the family trips home provided for in the tariff during the assembly period.

12. Working hours

Normal working hours are based on the applicable collective agreements. The installation contractor's staff is to adapt to the usual working hours in the customer's company.

Overtime can only be worked to the extent permitted by the AZO. The customer is obliged to obtain any necessary permits from the competent trade supervisory authorities.

13. Overtime bonuses

For the 1st and 2nd daily overtime hour (overtime):	25 %
For the 3rd and each additional daily overtime hour (overtime):	50 %
- Saturday work:	50 %
- Sundays and public holidays:	100 %

For work under aggravating circumstances as well as in hazardous operations, e.g. in excessively cold or hot rooms, especially dirty plants, when working on acid or alkali pipes, as well as for work at open heights without fixed scaffolding, the hourly billing rate increases by

15 %

14. Changes to the Billing Rates

If there is an increase in the wages, salaries, expenses, overtime bonuses and mileage allowances applicable at the time of submission of the tender, the contractor shall be entitled to a corresponding increase in his billing rates.

15. Report sheet

The assembly personnel are obliged to have the work, travel, waiting and preparation times incurred as well as the processed material confirmed on appropriate forms.

If the confirmation is not given, the entries of the assembly personnel are binding. The customer receives a copy of the report sheets.

16. Calculation and Payment

Assembly, commissioning and customer service work will be invoiced separately. The installation contractor is entitled to demand an advance payment according to the progress of assembly in the case of longer installations.

The invoices are payable immediately upon receipt without deduction, plus VAT at the respective statutory rate.

17. Place of jurisdiction

In all disputes arising from the contractual relationship, the place of jurisdiction shall be the Supplier's headquarters. The supplier is also entitled to sue at the customer's headquarters.

18. Applicable law

The application of German law has been agreed.

Böbingen, 01.11.2025