

## General Terms and Conditions of Assembly

### 1. Scope

These Terms and Conditions of Assembly (“**GTCA**”) shall apply in addition to our General Terms and Conditions of Delivery [[www.dienst-packsystems.de](http://www.dienst-packsystems.de)] and to our assembly services, unless otherwise agreed in individual cases.

### 2. Assembly Price

- 2.1 Assembly shall be invoiced by us according to the currently valid assembly cost rates on the basis of time calculation, unless a lump-sum price has been expressly agreed.
- 2.2 The assembly cost rates are available on request.

### 3. Customer Participation

- 3.1 The Customer is obliged to provide technical assistance at his own expense and risk. This includes, in particular
  - 3.1.1 the carrying out all earthworks, construction works and scaffolding together with necessary building materials - the fundamentals must be resistant when assembly starts;
  - 3.1.2 the provision of the necessary number of appropriate assistants, including at least one expert operator who can also be entrusted with the supervision of the goods (machine) subsequently;
  - 3.1.3 the provision of equipment and supplies necessary for assembly (such as hoists, cranes, equipment for unloading and transporting the machines, supports, sealants and lubricants);
  - 3.1.4 the provision of connections to the Goods (e.g. machine) to be assembled, e.g. energy cables, raw material and data lines.
  - 3.1.5 the provision of dry and lockable rooms for the storage of all tools used by the assembly staff;
  - 3.1.6 the provision of transport facilities for transporting the assembly parts to the assembly site;
  - 3.1.7 the protection of the assembly site and the Goods against detrimental influences of any kind as well as means for cleaning the assembly site;

- 3.1.8 the providing of suitable recreation rooms (equipped with heating, lighting, washing facilities, sanitary facilities) and first aid for the assembly staff;
  - 3.1.9 the providing of the materials and performing all other actions required for the installation and commissioning of the Goods (e.g. machine) and for carrying out an acceptance test.
- 3.2 The Customer's technical assistance must ensure that assembly can be started immediately after the arrival of the assembly staff and can be carried out by the Customer without delay. As far as special plans or instructions are required from us, we shall make these available to the Customer in due time.
- 3.3 If the start or progress of the installation work is delayed as a result of the Customer's failure to comply with its obligations, the costs incurred as a result, in particular the costs for waiting periods and any way back costs of our installation staff, shall be borne by the Customer. Otherwise, our legal rights shall remain unaffected.

#### **4. Acceptance**

- 4.1 The Customer shall record the result of the acceptance in writing in a joint acceptance report. The Customer is entitled to refuse acceptance if our performance shows significant defects.
- 4.2 In case the Customer does not accept essentially free of defects completed services despite our corresponding request, acceptance shall occur by the intended putting into use of the goods or by any other conduct of the Customer from which the acceptance of the service as essentially in accordance with the contract can be interpreted.
- 4.3 The Customer is obliged at its own expense to provide us with the required material, staff and equipment necessary to successfully perform the acceptance test. Testing will be carried out under production-like conditions. Any costs incurred by us due to missing products or insufficient production conditions will be charged to the Customer.
- 4.4 As far as no specific technical details have been agreed for the acceptance, the general practice of the relevant industry in the country of manufacture of the goods (machine) shall be relevant for the acceptance. Apart from that, the legal provisions of the Law on Contracts for Work and Services shall apply correspondingly to an agreed acceptance.