

## General Conditions for Installation

### 1. General provisions

These „General Conditions for Installation“ apply for all installations and repairs, which we implement for the objects that we deliver. Insofar as these „General Conditions for Installation“ contain no special provisions, our „General Terms and Conditions“ also apply for installations and repairs.

Dates for installation specified in our confirmation of order are for indicative purposes only, the start date for installation work will be agreed in advance in binding manner. Liability to pay damages in the event of a delay to the beginning of installation work is excluded in any case.

### 2. Scope of work

The activities of our fitters encompass installation of the objects delivered by us, as far as possible, testing their functional capability and if required, briefing personnel designated by the Customer.

For repair orders, the work of our fitters will correspond to the details defined in the individual repair order set down in writing.

Where, upon beginning the repair work, it becomes evident that significantly more extensive repairs are required, these will be considered as authorized by the Customer, unless the Customer objects promptly upon being advised of these circumstances by our fitters.

Fitters deployed by us are, absent our prior, written consent, not authorized to carry out installation or repair work for objects which we did not deliver, even where these form a significant component of the complete system.

### 3. Obligations of the Supplier

We undertake to select installation personnel carefully and take responsibility for their proper instruction. The number and composition of installation personnel deployed by us in the individual instance will be determined by us alone.

### 4. Obligations of the Purchaser

The Customer undertakes to assist us in preparing for and implementing the installation, taking all steps not incumbent on us for no charge. In particular, the Customer takes responsibility for doing the following for us, free of charge:

All preparatory work necessary for the installation of our objects such as earthworks, masonry works, electrical work, locksmith work and foundation work.

- a) Provision of all necessary appliances and heavy tools such as cranes, lifting devices, compressors etc.
- b) Provision of water and electricity.
- c) Provision of appropriate auxiliary staff, who are subject to instructions from our assembly manager, who can reject staff who appear to be unsuitable and for whom we cannot assume liability.
- d) Provision of necessary dry and lockable rooms to store tools used by our installation personnel. Theft-proof utility rooms and workspaces with heating and lighting, washing and sanitary facilities and first aid for installation personnel.

The Customer assumes responsibility for compliance with applicable accident prevention provisions, and must take the necessary measures at the installation site.

The Customer further undertakes to inform our assembly manager of existing safety provisions, to the extent that these are relevant for our installation personnel.

Any infringements of safety provisions by our installation personnel must be notified to us immediately. All the specified measures must be taken in good time so that our installation personnel can begin the installation work immediately upon arrival and can complete it without interruption.

### 5. Notification obligation

Where there are any objections to the planned procedure, to preparatory works by our subcontractors or to inconsistencies when reviewing graphic documentation, the Customer must inform Carl Stahl ARC GmbH Project Management immediately and in writing, giving detailed reasons.

## 6. Working hours

As the duration of installation works depends greatly on local conditions, all information provided in relation to the duration of the installation work is approximate and non-binding.

Our fitters have a standard working week of 40 hours, to be performed Monday to Friday 8 hours per day.

Our fitters are not obliged to work overtime or to work on work-free Saturdays, Sundays or Bank Holidays. Nevertheless, with our permission, if you consider it necessary, they may be given the opportunity to work beyond normal working hours.

In this case, the Customer undertakes to take all measures, which are necessary for working time extension, obtaining any official approvals required.

Insofar as our installation personnel cannot begin the installation work immediately after arrival, or where installation is interrupted for a period expected to be longer than 4 working hours, we are entitled to recall our installation personnel and to fix a new installation deadline. This will not apply where we are responsible for the delay or interruption.

## 7. Charge rates for installation

As a rule, our plant in Süssen is the starting point for the calculation of assembly and travel costs, surcharges and trips.

Assembly and repair costs, insofar as they are labor costs, are based on the time required calculated. Working hours, travel time, assembly preparation time and possible waiting times are calculated for long-distance and short-term assembly:

There are surcharges on the hourly rates for:

- |                                     |      |
|-------------------------------------|------|
| a) Overtime per day 1 - 4 hours     | 25%  |
| b) Saturday and Sunday work         | 50%  |
| c) Holiday hours                    | 100% |
| d) night work from 7 p.m. to 6 a.m. | 60%  |

Holidays are those that are legally designated in your area.

## 8. Expenses allowance - Germany / Other countries

The trigger includes the remuneration for meals and the payment of personal expenses in accordance with the stipulation of the additional catering expenses of the Federal Ministry of Finance in the currently valid version.

## 9. Travel expenses

These expenses and all ancillary costs incurred will be calculated as follows, with individual items to be stated:

- For travel using the German railway, the cost of 2nd class travel
- Instead of travel using the German railway, a company car may be used, for which each kilometre travelled from the factory, fitter's home or fitter's location to the place of installation and back will be calculated at 0.50 euros per kilometre.
- Travel costs for additional weekend travel or journeys home, protected by law, will also be borne by the Customer.
- Travel costs necessitated by interruption for which we are not responsible will also be covered by the Customer

## 10. Installation costs - invoicing

Provision of the tools required is included in the installation costs, but not other materials required for installation or repair.

We are entitled to increase installation costs, if wages fixed by collective bargaining processes, expenses allowances or other costs increase. Travel costs, expenses allowances and shipping costs for tools will be invoiced separately.

The risk of shipping tools is borne by the Customer and the Customer is also liable for loss or deterioration of installation tools at the place of installation, unless we are responsible for the loss or deterioration.

All our prices exclude VAT.

We are entitled to bill installation costs on a weekly basis for installation or repair work lasting longer than one week and, furthermore, to request advance payment of the estimated installation and repair costs, in whole or in part, if the Customer is in default.

## 11. Time sheet and proof of work

Every fitter will receive two installation certificate forms, which should be filled out with hours worked, travel time, waiting time through no fault of the fitter, preparation and winding-up time. The Customer will receive one of the forms for checking purposes and the second form must be signed by the Customer and given to the fitter.

The Customer is obliged to check work performed by our fitters and to raise any objections with our fitter prior to conclusion of the installation work.

Where the work or handover of the object is not to the satisfaction of the Customer, the instruction certificate form must be kept by the Customer.

If the Customer refuses to perform such an acceptance check, the object will be considered as accepted on the date that our installation personnel leave the site, at the latest, however, upon commission of the object.

The Customer cannot refuse acceptance of installation or repair services, where there are insignificant defects and we have already indicated that we will rectify these.

For defects which were not discernable upon acceptance and which the Customer fails to notify promptly, the Customer has no grounds to assert claims.

## 12. Liability

We assume liability exclusively within the scope of our liability insurance.

Damages for defect-related consequential loss, such as loss of profit and loss caused by production downtime and operational interruption, are expressly excluded.

The Carl Stahl ARC GmbH company will only be liable for breach of confidentiality if employees of Carl Stahl ARC GmbH or subcontractors of Carl Stahl ARC GmbH and their employees act with wilful intent or gross negligence. Claims against employees of Carl Stahl ARC GmbH or employees of its subcontractors are - insofar as permitted by law - excluded.

Insofar as claims for damages are excluded or limited by the preceding clauses, this exclusion or limitation will also apply to claims for tortious acts and claims against employees and representatives of Carl Stahl ARC GmbH.

We are not liable for works of our installation personnel and other vicarious agents, to the extent that such works are not connected to the installation or insofar as defects are caused by interventions by the Purchaser.

The Customer is obliged to take responsibility for safety at the place of installation. It is liable to us for personal injury and material damage which result from infringement of this obligation.

We are liable for professional installation or repair work within 12 months of acceptance, to the exclusion of all further claims, such as that defects for which we are responsible should be rectified by us free of charge. This period will not apply where the law prescribes longer periods under §§ 438(1) No. 2 a) and b), 634 a (1) No. 2 German Civil Code.

Any defects detected must be notified to us immediately. The right to assert claims for defects becomes statute-barred within 3 months of notification.

The warranty will extend by any period during which there is operational interruption as a result of our rectification work, but is limited to the parts of the system to which the defect relates.

For repair costs, our liability is limited to professional implementation of the repairs. We are not obliged to examine the object for other defects which could impair or prevent its operational capability. Damages occurring as a result of natural wear or improper handling are not grounds for liability for defects.



Carl Stahl ARC GmbH  
Siemensstrasse 2  
73079 Süssen

[www.carlstahl-architektur.com](http://www.carlstahl-architektur.com)

Our liability for defects ceases to apply if the Customer itself makes changes to the object without our prior, written consent or allows such changes to be made by third parties. Further, it ceases if the Customer is in default with its obligations towards us. Similarly, we are not liable for work which our installation personnel have carried out to parts that we have not delivered in the absence of written instructions provided by us.

The Customer must provide us with time and opportunity to remedy defects, during normal working hours.

The Customer cannot assert claims for damages beyond the above-mentioned claims, regardless of legal grounds.

In particular, any claims of any kind for compensation for consequential damages are excluded, even on the basis of positive violation of contractual duty or tortious acts, insofar as the latter did not occur intentionally.

Where there are deviating conditions for scheduled installation work, these will require a written agreement or must be laid down in the installation order text.

### 13. Applicable law / Place of jurisdiction

The law of the Federal Republic of Germany applies exclusively, to the exclusion of UN Sales Law and conflict-of-law rules.

Insofar as the Customer is a merchant, a legal entity under public law or special fund under public law, Carl Stahl ARC GmbH is entitled to initiate a legal action at its place of business. It may also be initiated at the business headquarters of the Customer.

Carl Stahl ARC GmbH

Suessen, March 2020

Bankverbindung:  
Kreissparkasse Göppingen  
(BLZ 610 500 00) No. 49062205  
IBAN: DE 81 6105 0000 0049 0622 05  
Swift/BIC: GOPSDE6G

Steuernummer:  
62049/00742  
UST-ID: DE815592564

Gerichtsbarkeit:  
Sitz: Süssen  
Registergericht: Amtsgericht Ulm  
HRB 732896

Geschäftsführer:  
Tobias Jung  
Andreas Urbez