

Conditions for the dispatch of assembly personnel According to the conditions of the VDMA

I. Charge rates

For working, waiting, travelling and travelling hours, the currently valid assembly rates are charged. The following surcharges shall be charged for overtime as well as night, Sunday and holiday work:

from the 41st hour of work per week, or from the 9th hour daily 25% from the 47th hour of work per week, or from the 10th hour daily 50%

Sunday hour 50 %

Holiday hour 100 %

Sunday overtime (from the 10th working hour) 75 %

Overtime on public holidays (from the 10th working hour) 125 %.

Night work from 20 to 6 p.m. 25 %

Overtime from 8 p.m. to 6 a.m. 60

Holidays are those designated as statutory in your area.

Overtime will be worked if this is necessary and agreed. For particularly difficult, dirty work or work to be performed under particularly aggravating circumstances, a corresponding surcharge is to be paid.

The customer shall certify the working hours and the work performance of the installation personnel on a weekly basis in the electronic form submitted to him. In the case of assembly work, the necessary travel time (including the time needed to get there and back) shall be calculated as working time. Waiting time as well as the time required for room searches and any official notifications, insofar as this does not involve working time, shall also be calculated as working time.

The full daily working time, but at least 40 hours per week, shall be charged, even if the installation personnel are prevented from working the full working time through no fault of their own.

Our cost rates have been calculated from the current cost factors. If these change, our rates will be adjusted accordingly.

Any necessary telephone calls shall be at the expense of the customer.

II. travel expenses

The travel costs of the installation personnel (including the costs of transport and transport insurance for personal luggage and the tools carried and those dispatched) shall be charged according to expenditure.

The travel costs also include the costs for the family home journeys covered by the collective agreement and also the journeys by tram, bus or motor vehicle necessary at the installation site. For engineers and supervisors, the 1st class fare plus the necessary surcharges will be charged.

For fitters, the 2nd class fare is charged for distances up to 200 km, over 200 km and for night journeys the 1st class fare plus the necessary surcharges.

For journeys by car, the kilometres travelled will be invoiced.

III. Trigger rates

The allowance is calculated per day of absence from the installation contractor's works (including Sundays and public holidays).

If it should turn out in detail that this amount is insufficient for a reasonable living and pocket money, higher rates will be charged accordingly.

IV. Insurance

The fitter continues to be covered by social security during his absence from the parent company, as his salary continues to be paid.

V. Value Added Tax

Invoices are issued plus value added tax.

The advance tax relief according to § 8.2 of the UstDV is already taken into account in our rates.

VI. Payment

The installation will be invoiced according to the time calculation and the installation costs are to be paid immediately after receipt of the invoice without any deductions. Retention and offsetting are excluded.

The assembly costs will be invoiced at our discretion on a weekly, monthly or after completion of the assembly.

VII. Co-operation of the customer

1. the customer shall support the installation personnel in carrying out the installation work at his own expense and shall provide them with full operational protection as for his own staff.
2. he must take the necessary measures to protect persons and property at the installation site. He must also inform the assembly foreman or fitter about existing safety and accident prevention regulations, insofar as these are of importance to the assembly personnel. He shall inform the installation company in the event of violations of such safety regulations by the installation personnel. In the event of serious violations, he may refuse the offender access to the installation site in consultation with the installation manager.

VIII Technical Assistance by the Purchaser

1. the customer is obliged to provide technical assistance at his own expense, in particular to
 - a) Provision of the necessary suitable auxiliary personnel (fitters and other skilled workers, henchmen) in the number and for the time required for the installation; the auxiliary personnel must follow the instructions of the installation supervisor. The installation contractor shall not assume any liability for the auxiliary workers.
 - b) Provision of the necessary devices and heavy tools (e.g. lifting gear, compressors) as well as the necessary commodities and materials (e.g. wedges, underlays, plastering and sealing materials, lubricants, fuels, drive ropes and belts).
 - c) Provision of heating, lighting, operating power, water, including the necessary connections.
 - d) Provision of necessary dry and lockable rooms for the equipment and tools brought along and for the assembly personnel.
 - e) Transport of the assembly parts to the assembly site, protection of the assembly parts and materials against harmful influences of any kind, cleaning of the assembly parts.
 - f) Provision of suitable theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the assembly personnel.
 - g) Provision of the materials and performance of all other actions necessary for the adjustment of a contractually agreed test.
 - h) To carry out safety measures to protect the assembly personnel.
- 2) The technical assistance provided by the customer must ensure that the assembly can be started immediately after the arrival of the assembly personnel and can be carried out without delay until acceptance by the customer. Insofar as special plans or instructions of the installation contractor are required, the installation contractor shall make them available to the orderer in good time.
3. if the orderer does not fulfil his obligations, the installation contractor is entitled, but not obliged, after setting a deadline, to carry out the actions incumbent on the orderer at his side and at his expense. otherwise the statutory rights and claims of the installation contractor remain unaffected.

IX. Assembly period, risk assumption

The installation period shall be deemed to have been observed if, by the time it expires, the installation is ready for acceptance by the customer or, in the case of a contractually agreed trial run, is ready to be carried out.

2. if the assembly is delayed due to measures in the context of labour disputes, in particular strikes and lock-outs, as well as the occurrence of circumstances for which the assembly contractor is not responsible, the assembly period shall be extended by a reasonable period, provided that such obstacles can be proven to have a considerable influence on the completion of the assembly.
3. if the orderer incurs damage as a result of a delay on the part of the installation contractor, he shall be entitled to demand a lump-sum compensation for delay. This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the installation price for that part of the installation to be installed by the installation contractor which cannot be used in time due to the delay.
4. if the orderer sets the assembly contractor - under consideration of the statutory exceptions - a reasonable deadline for performance after the due date and if the deadline is not met, the orderer is entitled to withdraw from the contract within the framework of the statutory provisions. At the request of the installation contractor, he undertakes to declare within a reasonable period of time whether he will make use of his right of withdrawal.
5. further claims due to delay shall be determined exclusively in accordance with section VIII.3 of these conditions.

X. Acceptance

The customer is obliged to accept the assembly as soon as he has been notified of its completion and any contractually agreed testing of the assembled delivery item has taken place. If the assembly proves not to be in accordance with the contract, the assembly contractor is obliged to remedy the defect. This shall not apply if the defect is due to circumstances attributable to the customer or which are irrelevant to the interests of the customer. If the defect is not material, the customer may not refuse acceptance.

2. if acceptance is delayed through no fault of the installation contractor, acceptance shall be deemed to have taken place one week after notification of completion of the installation work.

3. the liability of the installation contractor for visible defects shall cease upon acceptance, unless the customer has reserved the right to assert a specific defect.

XI Warranty

1. after acceptance of the installation, the installation contractor is liable for defects of the installation which occur within 6 months after acceptance, to the exclusion of all other claims of the customer in such a way that he has to remedy the defects. The orderer has a to notify the installation company immediately of any defects detected. His right to assert the defect shall become statute-barred after 3 months from the date of knowledge.

2. the installation contractor shall not be liable if the defect is due to a circumstance attributable to the orderer or which is irrelevant to the interests of the orderer.

3. the liability of the installation contractor shall not apply if the installation contractor has carried out modifications or repairs for the orderer without his approval.

XII Other liability of the installation contractor

1. if, during assembly, an assembly part supplied by the assembly contractor is destroyed or lost through the fault of the assembly contractor, the latter must replace it at his own expense

2. if the assembled item cannot be used by the orderer in accordance with the contract as a result of culpably omitted or faulty suggestions or advice made by the assembly contractor before or after the conclusion of the contract, or as a result of culpable violation of other secondary contractual obligations - in particular instructions for operation and maintenance of the assembled item - the provisions of Sections VII and VIII. 1 and 3 shall apply to the exclusion of further claims by the orderer.

3. the installation contractor shall only be liable for damage which has not occurred to the installation object itself - for whatever legal reasons - if

(a) on purpose,

(b) in the event of gross negligence on the part of the owner/the organs or executive employees,

(c) culpable injury to life, body or health,

(d) in the event of defects which he has fraudulently concealed,

(e) as part of a guarantee commitment,

(f) in so far as liability for personal injury or property damage to privately used objects is assumed under the Product Liability Act.

In the event of culpable violation of essential contractual obligations, the installation contractor shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

Further claims are excluded.

XIII Limitations of liability

The customer may not assert any claims for compensation or other rights against the installation company beyond the claims granted to him in the above provisions due to any disadvantages associated with the installation, irrespective of the legal grounds on which he invokes them.

Complimentary installations and the like release us from any liability, regardless of the type and cause.

XIV. Compensation of the customer

If, through no fault of the installation contractor, the devices or tools provided by him are damaged during transport or on the installation site or if they are lost through no fault of the installation contractor, the customer is obliged to compensate for these damages.

Damage due to normal wear and tear shall not be considered.

XV. Applicable law, place of jurisdiction

All legal relationships between the installation contractor and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships between domestic parties.

2. the place of jurisdiction is the court responsible for the assembly contractor's registered office. However, the installation contractor shall be entitled to bring an action at the head office of the customer.

Dugar & Schuster GmbH & Co. KG - Status of information November 2018