

## **General Assembly Conditions**

### **I. Scope**

These assembly conditions are applicable to assembly work, which is carried out by TIETJEN Verfahrenstechnik GmbH (hereinafter "TIETJEN") unless other agreements have been made in individual class. The assembly of a delivery will only be carried out by TIETJEN on the basis of a special agreement and an additional contract.

### **II. Assembly price**

1. Unless the parties have agreed on the prices (i. e. overall price), the assembly work is invoiced on a time basis, including expenses and usual surcharges.
2. The agreed amounts are net and plus turnover tax at the applicable legal rate.

### **III. Cooperation of the Purchaser**

1. Unless agreed differently in writing, the Purchaser shall support the assembly personnel with the implementation of the assembly work at his own cost.
2. The Purchaser shall inform the assembly supervisor of any particular safety regulations insofar as they are substantial for the assembly personnel. He informs the installer if the assembly personnel do not comply with these safety regulations. In cases of serious breaches he may, in coordination with the assembly supervisor, refuse the infringer to access the assembly site.
3. Unless agreed differently in writing, the Purchaser is obliged to give technical assistance at his own cost:
  - a) implementation of all earth moving and building work as well as all other ancillary work including all specialized and auxiliary personnel, building materials and tools required,
  - b) provision of the required facilities and heavy tools, e. g. scaffolding, lifting equipment as well as the required consumables, e. g. fuels and lubricants,
  - c) provision of power and water at the place of destination including the necessary connections, heating and lighting,
  - d) provision of the required rooms for storing of machines, machine parts, materials, tools and so on at the assembly site. The rooms have to be suitable, sufficiently large, dry and lockable. Furthermore, provision of suitable lounges and workrooms for the assembly personnel with appropriate washing facilities and toilets. Beyond that the Purchaser has to undertake all measures to protect the property of the assembler and the assembly personnel the way he would protect his own,

e) provision of protective clothing and safety devices if necessary due to special conditions at the assembly site,

f) undertaking of all necessary measures in order to prevent the Purchaser and his agents from accidents,

g) undertaking of all other support of the assembly that is necessary and reasonable.

4. Before starting the assembly works the Purchaser shall without request provide all necessary information regarding the position of hidden lines (power, gas, water) or similar facilities and the required structural data.

5. Before starting the installation or mounting, the provisions and items required for commencing the work shall be at the place of installation or mounting, and all preliminary works preceding set-up shall have progressed so far that installation or assembly can as agreed be commenced and executed without interruption. All delivery channels as well as installation or assembly sites must be vacated.

6. If the mounting, assembly or entry into service is delayed due to reasons, for which TIETJEN is not responsible, the Purchaser has to bear the reasonable costs for delay and possibly necessary travelling of the assembly personnel.

#### **IV. Acceptance**

1. The Purchaser shall be obliged to accept the assembly work as soon as he has been notified of its completion and possible contractually specified tests of the assembled object have been carried out. If the acceptance is delayed for reasons, for which TIETJEN is not responsible, the acceptance shall be regarded as effected after two weeks from the notification of the completion of the assembly work.

2. Where assembly does not meet the contractual agreements the installer shall be obliged to remedy the deficiency.

#### **V. Miscellaneous**

In addition, sections III, VI, VII, VIII and X of the general terms and conditions for sales and delivery by TIETJEN apply accordingly.