

# General Terms and Conditions for Services and Assembly

## Content

<b>1. Application of General Terms</b> .....	1
<b>2. Installation- and/or repair period</b> .....	2
<b>3. Installation- or repair price and payment, retention of title</b> .....	2
<b>4. Working hours, compensation and travel expenses</b> .....	3
<b>5. Involvement of the client</b> .....	3
<b>7. Technical assistance of the client</b> .....	4
<b>8. Acceptance</b> .....	4
<b>9. Other liability</b> .....	5
<b>10. Warranty and liability</b> .....	5
<b>11. Jurisdiction</b> .....	5

## 1. Application of General Terms

These general Terms and Conditions shall apply to all contractual relationships of M+M Turbinen – Technik GmbH for Services such as repair and installation with its Customer, only if they are entrepreneur (§14 BGB, German Civil Code), a legal person constituted under public law or a public sector funding company, whose authoritative business address is in Germany. If the Customer does not have its authoritative business address in Germany, then the applicable law is determined by the Rome I Regulation (No. 593/2008 of the European Parliament and of the Council) and by the CISG (United Convention for the International Sales of Goods), if there is no chosen law by the parties.

Services and offers of M+M are exclusively based on these terms and conditions. At the latest upon receipt of the services of M + M by the client these terms and conditions shall be deemed accepted.

Any Terms and Conditions of the customer that depart from, conflict with or supplement the Terms and Conditions shall form part of the contract only if and to the extent that M+M Turbinen – Technik GmbH has expressly consented to the validity of such.

## **2. Installation- and/or repair period**

The duration of installation or repair and / or the beginning of installation or repair are only approximate. All temporary obstacles to performance caused by force majeure release M + M from the assumed performance obligation for the duration of its existence, in particular from the timely dispatch of M + M staff ("personnel") and the position of the personnel in sufficient numbers.

This also applies if there are other unpredictable impediments to performance which M + M is not responsible for, in particular in the case of fire, floods, industrial action or official measures. The costs incurred by the delay shall be borne by the client.

The assembly or repair deadline is met if the assembly or repair is ready for acceptance by the client in the event of a contractually scheduled test for its execution.

If the assembly or repair service has been lost or worsened without acceptance by M + M prior to acceptance, M + M is entitled to demand the installation or repair price minus the saved expenditure. The same applies in case of innocent impossibility of installation or repair by M + M. The customer may demand a repetition of the service if and insofar as this is to be expected and reasonable of M + M, taking into account in particular its other contractual obligations.

For the repetition a renewed remuneration on the basis of the contract prices to M + M is to be paid. The request of personnel should be made at least 10 working days before the start of installation or repair.

## **3. Installation - or repair price and payment, retention of title**

The installation or repair will be charged according to time, unless an all-inclusive price is agreed.

The agreed amounts do not include value added tax, which M + M must pay in addition to the statutory amount. The invoicing of assembly and repair costs shall be made at the discretion of M + M weekly, monthly or after completion of installation or repair.

The above regulations do not apply to acceptance of assembly or repair in case of defective assembly or repair services.

All payments made by the customer must be made in Euro (€).

Invoices from M + M are due immediately and pay net (without deductions) within 14 days of the invoice date. For every reminder - with the exception of the earliest reminder - the customer will be charged Euro (€) 5,00 , unless that the customer confirms, that damage did not occur at all or is considerably lower than the lump sum.

Further claims for damages remain reserved.

Deduction of discount requires special written agreement. Checks are only credited subject to the correct receipt of the full amount. The costs are borne by the customer. A guarantee for the original will not be accepted.

The date of receipt of the payment is the day on which the amount is credited. The risk of the payment method is borne by the customer. The customer is only entitled to offset and retain payments if his counterclaim is determined by undisputed or legally binding.

Payments with a debt-discharging effect can only be made to the account specified by M + M upon invoicing. Personal or agent not available through collection authority.

All parts used as part of the assembly or repair order for the benefit of third-party property, buildings or land shall remain the property of M + M until full payment of the installation or repair price, insofar as it is not an essential part of the object, building or land became.

#### **4. Working hours, compensation and travel expenses**

As far as possible, the assembly and repair personnel ("personnel") adapt to the working hours introduced by the client. The client has to certify the working time and the work performance of the personnel on the service report submitted to him.

The necessary travel time (including the arrival and departure times) is calculated as working time. Working time is also calculated as waiting time. For remote installations, the full daily working hours are calculated, even if the staff is prevented from working full hours without his fault.

For overtime as well as work on Sundays and public holidays, the rates for service provided by M + M apply at the time of rendering of the service. The travel expenses of the staff (including the costs of transport and the transport insurance of the personal luggage as well as the carried and the dispatched tool) will be charged according to the expenses of M + M, rental car after voucher, flight costs after expenses.

#### **5. Involvement of the client**

The client has to assist the staff in carrying out the assembly or repair at his expense. He has to take the measures necessary for the protection of persons (in particular the own coworker) and things on the place of action and is responsible for the observance of the legal regulations for the occupational safety (among other things ArbSchG, ArbStättV, DGUV regulation 1), if and as far as the personnel is intended for use on its premises or in its premises. He also has to inform the staff about existing special safety regulations, as far as they are of importance to the staff. He notifies M + M of any violations of personnel against such security regulations.

M + M Reserve the right to suspend work until the above requirements are met. Resulting additional costs are at the expense of the client.

## 7. Technical assistance of the client

The client is obliged to provide technical assistance at his own expense, in particular to:

- a) Provision of necessary auxiliary personnel (locksmiths and other skilled workers, assistants) in the number and time required for installation or repair; the auxiliary staff must follow the instructions of the head of operations. M + M assumes no liability for the assistants. If the auxiliary workers have caused a defect or damage due to instructions given by the head of operations, Nos. 9 and 10 apply accordingly.
- b) Making all scaffolding work.
- c) Provision of the necessary equipment and heavy tools (e.g., hoists, compressors, scaffolding, as well as the necessary commodities and materials (e.g., woodworking equipment, wedges, pads, sealing material, lubricants, etc.).
- d) Provision of heating, lighting, power, water, compressed air including the necessary connections.
- e) Provision of necessary dry and lockable rooms for the storage of the tool of the staff.
- f) Transport of the parts at the assembly site, protection of the assembly site and materials against harmful influences of any kind, cleaning of the installation site.
- g) Provision of suitable anti-theft lounges and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid to the staff.
- h) Provision of materials and all other actions necessary for the regulation and / or testing of the object of delivery or repair and for carrying out a contractually provided test. The technical assistance of the client must ensure that the installation or repair can be started immediately after arrival of the staff and carried out without delay until acceptance by the client. If the client does not comply with his obligations, M + M shall be entitled after a reasonable period of notice, but not obligated, to carry out the actions incumbent on the client in his place and at his expense. Incidentally, the legal rights and claims of M + M remain unaffected.

## 8. Acceptance

The client is obliged to accept the assembly or repair as soon as the completion has been indicated to him and an approximately contractually provided testing has taken place. If the installation or repair proves not to be in conformity with the contract, M + M is obliged to remedy the defect at its own expense. This does not apply if the defect is based on a circumstance attributable to the customer. If there is a non-essential defect, the client can't refuse acceptance if M + M expressly acknowledges the obligation to remedy the defect.

If acceptance is delayed without fault of M + M, the acceptance shall be deemed to have taken place after expiry of two weeks after notification of completion of the installation or repair.

With the acceptance, the liability of M + M for identifiable defects, as far as the client has not reserved the assertion of a specific defect, shall cease to apply.

## **9. Other liability**

If, during assembly or repair, any part supplied by M + M is damaged by M + M, M + M must, at its own discretion, repair or re-supply it at its own expense.

## **10. Warranty and liability**

The unsuccessful repair does not constitute a defect if M + M can't find the cause of the defect despite the proper and professional execution of the repair and / or a repair can't be carried out because of spare parts not available or not to be procured by M + M and the above facts were not identifiable on acceptance of the repair order for M + M. This does not apply if the non-finding of the cause of the defect and / or the inability to procure necessary spare parts is due to gross negligence, intent or negligent breach of contract by M + M senior executives or vicarious agents.

The warranty period is one year from the acceptance of the service, unless a guarantee of quality has been taken or bad faith exists.

Claims for damages and reimbursement of expenses (hereinafter claims for damages) against M + M, executives or vicarious agents, for whatever legal reason, in particular for breach of obligations under an obligation and tort, especially for indirect or consequential damages, are excluded. This does not apply insofar as liability is mandatory, in particular in the case of intent and gross negligence on the part of M + M executives, in the event of a breach of essential contractual obligations or in the event of injury to life, limb or health.

The claim for damages in the event of a breach of essential contractual obligations, however, is limited to the contractually typical, foreseeable damage.

The essential contractual obligation for work contracts is the delivery or production of a defect-free object of the contract and, if applicable, its assignment to the customer. The essential contractual obligation for service contracts is the provision of the service requested by the customer.

## **11. Jurisdiction**

For these terms and conditions and the entire legal relationship between M + M and the client, the law of the Federal Republic of Germany.

For all current and future claims arising from the business relationship with merchants, the exclusive place of jurisdiction is M + M.