

Terms and Conditions of Sale and Delivery

Valid as of: January 2018

Stadler Maschinenbau GmbH

I. Scope of application

1. All offers, agreements, supplies and services are made on the basis of the following terms and conditions, unless contrary written agreements have been made in the offer or in the individual case. They apply to business transactions with persons dealing commercially or in the pursuit of a freelance employment activity (entrepreneurs).
2. The customer's contrary or deviating conditions are hereby expressly repudiated. Our conditions will also apply even if, in the knowledge of the Customer's contrary or deviating conditions, we perform deliveries without reservation. Deviations from our terms and conditions must be expressly agreed by us in writing.
3. These terms and conditions also apply for future supplies and services delivered to our customers within the course of a regular business relationship, without any requirement for any repeated express notice.

II. Offer and conclusion of contract, written form

1. All our offers are non-binding and are subject to change, particularly with regard to the method of execution, price, delivery period and delivery options, provided the price and dates in the offer are not labelled as binding and the offer includes a validity period.
2. A contract is only concluded with our customers once we have accepted the customer's order by issuing an order confirmation in writing or by performing the supply or service. The acceptance period for us is 4 (four) weeks from the time the order is received.
3. Electronic, telegraphic, telephoned, telexed and oral orders, additions and amendments and other additional agreements must be confirmed in writing in order to be legally valid.
4. Warranties concerning particular characteristics (quality) and durability, agreements concerning characteristics or declarations concerning the use of the delivered item, which are made prior to our order confirmation will in cases of doubt only be valid if we have confirmed them in writing. Agreements and information in our offers relating to characteristics or concerning the use of the delivered item take precedence over the details provided in our prospectuses, plans, demonstration machines, drawings, descriptions, price lists and other documentation. All the documentation, illustrations, drawings, information pertaining to weight, dimensions and performance relating to the offer are only ever approximate, unless these are expressly identified as binding.
5. We reserve the ownership in and the full copyright to quotations, drawings and other documents pertaining to the offer. These documents may only be made accessible to third parties if we have given our prior written approval and if they are promptly returned to us in the event that no order is issued. We will not return construction drawings.

III. Delivery time

1. Unless otherwise agreed, our stated delivery times are to be only regarded as approximate. Where possible, we will fulfil these.
2. The delivery period commences with the date of the order confirmation, but not however before the customer has fulfilled all prerequisites for the contractual performance, in particular not before all documents, permits and approvals required from the customer have been produced and not before the receipt of payments due prior to delivery in accordance with the contract. If these prerequisites are not fulfilled on time, the delivery time will, as a minimum requirement, be extended by a time corresponding with the delays that have arisen.
3. The delivery periods are fulfilled if, prior to the expiry of the particular period, the delivery has been dispatched from the plant or if readiness for shipment has been notified.
4. The delivery period will be appropriately extended - including during any delivery delay - in the event of any interruptions to business operations for which we are not responsible, during particular events relating to industrial disputes such as strikes and lock-outs or in cases of force majeure, operational interruptions irrespective of the cause, governmental intervention, shortages of power and raw materials, or for delays (for which we are not responsible) in relation to the supply of power, raw materials and other manufacturing materials and semi-finished articles, irrespective of whether these circumstances arise in connection with our plant or the plants of our sub-suppliers.
We are not responsible for the aforementioned circumstances if these occur during a delay that currently exists. In significant cases, the commencement and end of such impediments will be notified to the customer as soon as possible.
5. If we exceed the delivery period for reasons for which we are responsible, we will be in default of delivery, if, following the expiry of the said period, the customer demands in writing that we perform delivery within a period of at least 3 (three) weeks and we fail to make delivery within this time; in such cases the customer is entitled, for each complete week of delay, to demand flat-rate compensation for the delay at the rate of 0.5% of the value of the delivery, but only up to a total of 5% of the value of the delivery. The

customer has no other claims, unless one of the circumstances set out in X. (2) or (3) is established.

6. If, after we are already in default of delivery, the customer stipulates a reasonable period in which we are to render performance or subsequent performance - a time period which must be at least 4 (four) weeks in length - following the fruitless expiry of the said period it, the customer, will be entitled to cancel the agreement, if we are responsible for the continued failure to deliver. No time period need be granted if the statutory pre-conditions of Section 323 (2) German Civil Code (BGB) are fulfilled.
7. The customer is obliged upon our demand to declare within a reasonable period if it intends to cancel the contract, demand compensation in lieu of performance or whether it insists on delivery being performed.
8. Part deliveries are permitted. Each part delivery will be deemed to be a separate transaction and we may invoice it individually.
9. In the event that the interruptions of the type described in paragraph 4 are not merely temporary in nature, rather they make it impossible over the long-term for us to make the delivery, we will be entitled to cancel the agreement in part or in full. The customer has no right to damages in connection of a contractual cancellation of this kind.

IV. Reservation of right to cancel

In the event that following the conclusion of the agreement, a severe deterioration arises in relation to the customer's financial circumstances, thereby jeopardising our claim to counter-performance, we will be entitled to cancel the agreement or to refuse to deliver the performance required of us, until such time as counter-performance is made or security is provided.

V. Assignment of risk and dispatch

1. The risk of having to pay the price, despite loss or damage, will pass to the customer once the shipment has been handed over to the person performing the transport or once it has left our plant for the purpose of dispatch, including where we have by way of exception assumed other services, such as the costs of carriage, delivery, installation or assembly. The same applies to part deliveries.
2. If the dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer with the notification of the - readiness for delivery; however, we are obliged, at the request and cost of the customer to arrange insurance.
3. If the customer does not specify any particular packaging or type of shipment, the packaging and shipment will be arranged at our discretion, whereby we will attempt to find the most cost-efficient solution, but without guaranteeing that we will actually do so. The customer is responsible for the disposal of disposable packaging, irrespective of the type. At the request of the customer, we will, at its cost, arrange transport insurance for the shipment.

VI. Prices and conditions of payment

1. Prices are stated ex works, excluding packaging and transport and not including the costs for installation, assembly and training of operating personnel, plus the relevant statutory prescribed taxes and/or charges.
2. Unless alternative agreements are made, payment is due without deduction as follows:
 - 30 % - 8 days following receipt of the order confirmation;
 - 30 % - following notification of the readiness for shipment;
 - 40 % - 30 days following delivery,
3. A payment is deemed made if we are able to freely dispose of the sum. Where payment is made by cheque, the payment is deemed made only once the relevant amount is conclusively credited to our account.
4. Irrespective of provisions to the contrary, we are entitled to use customer payments to satisfy its debts to us in the order these liabilities have arisen. If costs and interest have already accrued, we are entitled to use the payment to first satisfy our costs, then the accrued interest and finally the principle debt.

5. We are entitled to charge interest at the rate of 5% p.a. over the respective applicable base interest rate for payments that are already due. We are, moreover, entitled to charge default interest at the rate of 8% p.a. over the respective applicable base interest rate.
6. In the event that the customer is required to open a documentary credit, the ICC Uniform Customs and Practice for Documentary Credits, ICC Publication No. 500, 1993 Edition, shall apply.
7. We will only accept bills of exchange (notes) and cheques following our prior agreement and with a view to payment. Note tax, bank, discount, and collection charges will be charged to the customer and are payable immediately in cash.
8. The customer is only entitled to perform set-offs of counterclaims, where these are not disputed, are acknowledged or if they have been confirmed by a final legal judgement. The customer does not have any right of retention with respect to disputed counterclaims.
9. If the customer fails to fulfil its payment obligations, in particular if a cheque is not redeemed or if the customer ceases making payments or is in default of payment of non-disputed demands for a period of more than 14 days despite having received a reminder, or if a court order is executed against it without success, we will then be entitled to make the total remaining debt due for payment, even if we have accepted cheques. In this case we will also be entitled to demand advance payments or deposits in respect of all contracts, and, following the fruitless expiry of a reasonable additional period granted for compliance, we may terminate these contracts and damages in lieu of performance.

VII. Retention of Title

1. Constructions and software produced by us may only be used for the contractual purpose following complete payment. Any modification or transfer for other plant and/or systems or to other plant and/or systems is only permitted with our written consent.
Even after full payment, the customer does not acquire any rights to any inventions of any kind (regardless of type), because the idea remains our intellectual property and is not encompassed by the payment of the time an effort expended.
2. Until such time as all liabilities, including future ones, arising from the business relationship have been completely fulfilled, we shall retain ownership of all goods delivered by us. This applies equally in the event that the purchase price for particular deliveries of goods, identified by the customer, has already been paid. In the case of current accounts, the reservation of title serves to secure our claims to the payment of the outstanding balance.
3. The customer is obliged, particularly in relation to export deliveries, to issue all requisite declarations, submit applications and take all other measures required and expedient for preserving our title.
4. The customer is entitled to use and apply the delivered goods within its usual business operations. It is required to keep the delivered goods in an orderly state and to store them securely. The customer is required, in good time and at its own cost, to perform the requisite maintenance and inspection works; in the event that damage is sustained by the goods subject to this retention of title, the customer here and now assigns to us any claims it has against the party responsible or any other third party. Any reprocessing or transformation of the delivered goods subject to this retention of title is always performed by the customer on our behalf, without this creating any liability on our part. If our title is however extinguished through mixing or combination, the customer's (joint) title in the combined goods will be assigned to us in proportion to the applicable (invoice) value.
5. During the existence of the retention of title arrangement, the customer is only permitted to arrange liens or use the said goods as collateral security if it has our written consent. The customer must inform us immediately in the event of any third-party liens being imposed over the goods as well as about any other impairment of our rights.
6. The customer is only entitled to resell goods delivered under our retention of title if the following conditions are fulfilled:
 - We have expressly agreed in writing to the resale or we sold the good to the customer for the purpose of a resale;
 - The customer is not in default of its payment obligations to us;
 - The resale is performed as part of the customer's normal business activities;
 - The assignment to us of the customer's claims is unreservedly possible;
7. The customer here and now assigns to us all claims against the purchaser or any third-parties accruing to it by way of the resale, irrespective of whether goods subject to this retention of title are resold before or after reprocessing; the said assignment is made for an amount equal to the final accounts payable (including value-added tax). Within the terms of its normal business activities, the customer is entitled and obliged to collect assigned receivables, provided it is not in default of its payment obligations to us. This does not affect our right to collect the receivables ourselves. However, we will refrain from collecting the debt provided the customer fulfils its payment obligations to us, i.e. it does not cease making payments, is not in default of payment and no application for the commencement of insolvency proceedings has been submitted in relation to its assets.

Upon our demand, the customer is obliged to inform its debtors of the assignment and it must provide us with all documents and information

required to claim the receivables. If, without being so entitled, the customer collects the receivables assigned to us or uses these in any way, we will be entitled to the full sum collected or income generated by the said use.

8. We undertake, upon the demand of the purchaser to release the collateral provided to us in accordance with the above provisions if the value of the said collateral exceeds our claims by more than 20%. We reserve the right to decide which collateral is to be released.
9. In the event that the customer is in breach of contract, particularly if it is in default of payment, or if insolvency proceedings are commenced in relation to the assets of the customer, or if an application is submitted for the commencement of such proceedings, we are entitled but not obliged to take back the delivered goods. The taking back of the goods does not constitute a cancellation of the agreement if we do not declare so explicitly.

If the customer fails to fulfil our demand to return the goods, for each newly commenced month of the default it will be liable to pay us compensation for use of the goods amounting to 5% of the purchase price of the goods, plus the statutory VAT. This does not exclude our right to claim for any additional damage.

VIII. Delivery of software:

1. The customer is granted a non-assignable, non-exclusive license (right of use) to use our software. The one-time fee or regular charge payable by the customer constitutes payment for the grant of the license.
2. The customer's license to use extends to the complete or partial copying of the data processing programmes and the data stock into the data processing unit identified in the contract, the execution of the programmes, the processing of data stock and the production of additional copies of this material in a machine-readable form, provided this is necessary for the contractual usage. It is not permitted for the customer to make copies on its other machines, systems and data processing units not identified in the contract, with the exception of the preparation of a backup copy, which may however only be used for backup purposes.
3. The customer is prohibited from a complete or partial reverse assignment of the data processing programmes in the form of a source programme. Irrespective of the license granted to the customer, we reserve all rights in the data processing programmes and all other data processing material including all copies or partial copies prepared by the customer. This does not affect the customer's ownership of machine-readable recording media, data storage media and data processing units.
4. The customer undertakes to retain and refrain from modifying the protection notices, copyright notices and all other reservation of rights notices as contained in the data processing programmes and the other data processing materials and to incorporate said notices unchanged into any and all copies or partial copies it may make of the machine-readable data processing material.
5. The customer is not entitled to assign the license we assign it to any third party or to grant any third party any corresponding licenses (rights of use); if the customer has acquired the license through the payment of a one-time fee, it is entitled to transfer the license to a third party provided it has completely ceased its own use.
6. Unless it has our express written permission, the customer is not permitted to make the data processing programmes and the other data processing material accessible to any third party, be it in the original form or in the form of complete or partial copies. This applies equally in the event of a complete or partial sale or dissolution of the customer's company. For the purpose of these provisions, the term "third parties" does not include the employees of the customer, provided these persons comply with the contractually defined use of the data processing programmes and the data processing materials for the customer.

IX. Rights of the Customer in relation to defects:

- A. General rights of the customer in relation to defects
 1. The rights of the customer in relation to defects are based solely on the following provisions. All other claims on the part of the customer are excluded.
 2. The customer guarantees that the plans, drawings and other information provided by it are suitable and dimensionally accurate, that these materials correspond with the actual facts and that they do not infringe any third-party industrial property rights. If this is not the case, the customer will be liable to reimburse us for the additional expense we incur as a result. We assume no liability for damage and defects resulting from erroneous or incomplete information provided by the customer.
 3. In particular, we assume no liability for such damage and defects caused by inappropriate or excessive use, improper or negligent treatment by the customer or third parties, non-suitable operating materials, replacement materials, faulty construction works, unsuitable construction sites, the impact of weather as well as chemical, electro-chemical or electrical influences (e.g. power fluctuations), provided these circumstances are not our responsibility. The same applies with respect to non-reproducible software defects. Insignificant deviations from the agreed characteristics, particularly within quantity and quality tolerance ranges standard within the industry, do not constitute material defects.
 4. The customer is required to report visible defects within two weeks of taking possession; hidden defects are to be reported within two weeks of

discovery; these fault reports must be made in writing and specify the nature of the defect. Persons acting on a commercial basis are also subject to the statutory provisions of Section 377 German Commercial Code (HGB) and the duties of inspection and reporting contained therein. These time periods are to be regarded as exclusion limits.

5. In the case of faults that are duly established and reported on time, where their cause already existed prior to the time of the transfer of risk, we will, at our discretion, either render subsequent performance by elimination of the defect or the delivery of fault-free goods in return for taking back the defective delivered goods.
6. We only guarantee that the delivered goods are not encumbered by third-party industrial property rights (hereinafter: property rights) and copyright in the country in which delivery is performed. A defect in this respect is not established if the customer is responsible for the property right infringement or if the customer's property right infringement is caused by a use unforeseen by us or by the fact that the delivered goods were modified by the customer or used together with products not supplied by us. In the event that a third party asserts a claim against the customer for infringement of property rights caused by goods delivered by us and used in accordance with the contract, the customer must inform us promptly in writing of this fact and coordinate with us regarding the measures used to defend the claim. In the event of a justified complaint of a property right infringement, we will, at our discretion, either procure a right of use or modify our delivery in such a way that the property right is not infringed or which will replace the goods (subsequent performance). The same applies in the event that any other defects of title are established.
7. If we refuse to render subsequent performance or if this fails or it is not reasonable to expect the customer to accept this, the customer may cancel the contract or reduce the purchase price.
8. Otherwise, the customer only has a right of cancellation if this has been agreed with it in writing. In this case we are entitled to claim reimbursement of the costs and expenses incurred by us by way of the contract, including the liabilities undertaken by us vis-à-vis third parties in relation to the scope of the agreed supply/service. In this case, the customer is likewise obliged to compensate us for loss profits.
9. The customer is entitled to assert claims for damages in accordance with the statutory provisions, if a defect is deceitfully concealed from it or if we have assumed a warranty for certain characteristics. Farther-reaching claims for damages for defects in the delivered goods are excluded, unless one of the circumstances defined in X. (2) and (3) is established.
10. Unless we are liable for a deliberate act, the customer's claims for defects will become time-barred twelve (12) months after the transfer of risk. This limitation period applies for all claims, particularly claims for the compensation of consequential damage linked with any defects found.
11. Claims of the customer for costs required for the purpose of subsequent performance, particularly transport, costs of travel, transport, labour and material costs are excluded, in the event that these costs increase because the object of the delivery is subsequently relocated to a place other than the customer's operating site, unless such a relocation is in accordance with the defined use.

B. Special aspects in relation to programmes:

1. Our liability is limited to ensuring the contractually-defined specifications fulfil the precise test data and to ensuring technical fitness for purpose.
2. The customer is hereby expressly informed that, based on the current state-of-the-art, it is not possible, at least not with an acceptable amount of cost and time, to produce programmes that are completely fault-free. Our liability, however, relates to a programme which, based on our programme definition, is fundamentally fit for purpose. If not listed in the declaration of acceptance, the customer must inform us of any defects promptly after their discovery.
3. If our examination determines that there is no fault, we may demand that the customer compensate us for our time and effort in accordance with our general hourly rate for software services alongside any necessary expenses incurred.
4. We are no longer liable in the event that the customer, either itself or through a third party, modifies or arranges the modification of programmes, unless the customer proves that the alleged defect was not caused by the programme modifications undertaken by it or the third party.

X. Liability and disclaimer

1. Unless stated otherwise elsewhere in these terms and conditions, the customer's claims for damages and the reimbursement of costs of whatever kind, irrespective of the legal basis (hereinafter commonly known as "claims for damages") are excluded. In particular, we are not liable for lost profits or other financial losses suffered by the customer.
2. The disclaimer set out in paragraph 1 does not apply to
 - death and personal injury resulting from our breach of duty (said breach to be at least negligent);
 - instances where we are strictly liable in accordance with the Product Liability Act;
 - instances of the (as a minimum requirement) grossly negligent breach of duty on our part or by our statutory representatives or vicarious agents.

3. The disclaimer, moreover, does not apply for damage caused by our (as a minimum requirement) negligent breach of a cardinal obligation fundamental to the contract, where the breach jeopardises the achievement of the contractual objective. In the case of defects such a danger is only established where there are significant defects and only ever if the conditions defined in IX. (7) are established. In the event of the breach of a cardinal obligation fundamental to the contract, our liability is limited to the foreseeable damage typical for this type of contract, unless we have acted deliberately or in a grossly negligent manner or the case concerns one of death or personal injury.
4. To the extent that our liability is excluded or limited, this also applies in respect of the personal liability of our employees, representatives and vicarious agents.

XI. Industrial property rights and copyright

1. In the event that, a third party raises a justified claim against the customer for reason of an infringement of an industrial property right or copyright (hereinafter: property rights), through products delivered by us and used in accordance with the contract, we will be liable to the customer as follows:
 - At our discretion and at our cost, we will either procure a license for use of the product, modify the product in such a way that the property right is no longer infringed, or we will exchange the product. If we are unable to do this in reasonably acceptable manner, we will take back the product.
 - Our aforementioned duties are only then established if the customer promptly informs us of the third-party claim made against it; it refrains from acknowledging the claim and enables us to attend to all measures required for defending the claim and negotiating the settlement. If the customer ceases use of the product for the purpose of limiting damages or for any other significant reason, it is duty bound to inform the third party that this cessation of use does not constitute any acknowledgement of the alleged property right infringement.
2. The claims of the customer are excluded, if
 - the customer itself is responsible for the infringement of the property right,
 - the property right infringement is caused by way of special requirements demanded by the customer, through a type of use not foreseen by us or is caused by the fact that the product was modified by the customer or used together with other products not delivered by us.
3. Farther-reaching claims against us are excluded. Article X of these terms and conditions remain unaffected, however, as does the right of the customer to cancel the contract.

XII. Delayed acceptance

1. If, following the expiry of a reasonable period of additional time - at least 4 (four) weeks in length - granted to it, the customer refuses to perform acceptance or previously expressly declares its intention to refuse acceptance, we may cancel the contract and demand damage in lieu of performance totalling 20% of the contract sum; the customer is entitled to demonstrate that a lesser amount of damage was sustained, while we may prove the actual damage was greater.
2. In the event that the delay to acceptance exceeds two weeks, we will be entitled, for each full week of the delay, to demand flat-rate delay-related damages of 0.25% of the value of the delivery, but only up to a maximum sum of 10% of the value of the delivery. The customer is entitled to show a lesser loss was incurred, while we may prove the loss is greater.

XIII. General conditions, amendment of the contract

1. Unless it has our written consent, the customer is not entitled to assign any of its claims established by way of this contract.
2. If one or more of the provisions of these terms and conditions are ineffective, now or in the future, the remaining provisions will nevertheless remain unaffected. The ineffective provision is to be substituted for an effective one which most closely fulfils the commercial purpose of the original. The same applies in the event that a gap is identified in the agreement.
3. If unforeseen events significantly change the commercial significance or content of the delivery or have a significant impact on our operations, the contract will be suitably amended on the basis of the principles of good faith. If this is not commercially sustainable, we will be entitled to cancel the contract. If we wish to exercise this right of cancellation, we will inform the customer immediately on becoming aware of the extent of the situation, including where an extension to the delivery time was initially agreed.

XIV. Court, applicable law and place of performance

1. These terms and conditions and all the legal arrangements between the customer and us - including export transactions - will be governed exclusively by German law. The applicability of foreign law is excluded. The UN Convention of Contracts for the International Sale of Goods (CISG) - 11.4.1980 is likewise excluded.
2. All disputes, including disputes concerning bills and cheques, will be heard before that court with jurisdiction for our registered address, where the legal transactions are with registered traders, legal persons and public law special funds. This judicial venue also applies for customers who do not have an address subject to a court of law within the Federal Republic of Germany. However, we are entitled to pursue legal actions against the customer before that court with jurisdiction over its registered address.
3. Unless otherwise provided for in the order confirmation, the place of performance is our registered business address.
4. We point out that we will store the customer's data for the purpose of the contractual relationship.

Additional terms and conditions for delivery including assembly and operational start-up

XV. Costs and risks

If we are responsible for the installation and assembly of the machinery delivered by us, the assembly will be performed at the cost and risk of the customer. The customer will be required to reimburse us for all costs hereby incurred, including for any overtime, Sunday and public holiday work. This also applies to the travel and waiting times. An alternative arrangement will only apply if a fixed price has been expressly agreed in writing.

XVI. Technical assistance from the customer

1. The customer is obliged, at its own cost, to render technical assistance, in particular to:
 - a. Attend to all construction and other such works, promptly prior to the assembly so that the installation of the machinery can commence immediately following delivery and be performed without any interruptions. The ground surface must be completely dry and rigid, and the rooms in which the installation takes place, must be suitably weather-protected, well lit and adequately heated.
 - b. Provide the relevant technical and auxiliary staff (auxiliary teams and technical workers such as electricians) in the numbers we require and for the requirement assembly time,
 - c. Provide the equipment and materials required for the installation, assembly and operational start-up, such as tools, scaffolding, hoisting devices and other devices as well as the auxiliary loading equipment to be transported with and without load,
 - d. Provide power and water at the installation location, plus connections, heating and lighting,
 - e. Provide appropriately sized, suitable, dry and lockable rooms for storing machine parts, apparatus, materials, tools etc. at the assembly location, as well as work, rest and sanitation rooms for our staff,
 - f. Provide telephone and modem connections, cable racks, unless the requisite cable laying works are performed by the customer itself,
 - g. Provide protective clothing and protective equipment required given the circumstances existing at the assembly site.
 - h. Provide all other stationary equipment, to be installed or erected in accordance with public authority requirements

If the customer fails to fulfil its duties, we are entitled but not obliged to attend to the aforementioned measures in its stead and at its cost. Otherwise, our statutory rights and claims remain unaffected.

2. Prior to the commencement of the assembly works, the customer is required to provide the necessary information concerning the location of hidden power, gas and water lines or other such systems as well as the requisite details concerning mass and statics.
3. Likewise prior to the commencement of the installation and assembly, the articles and items required from the customer for the assumption of the works must be present at the installation and assembly site and, prior to the assembly, all preparation works must have progressed to such an extent that the installation and/or assembly can be commenced as contractually agreed. Access routes and the installation and assembly area must be in an orderly state and cleared of any obstructions.

XVII. Working conditions

The customer is responsible for attending to the measures required for the protection and safety of persons and property at the assembly area and to ensure that working conditions are reasonable. It must, at its own cost, assist the assembly personnel in carrying out the assembly works.

XVIII. Assembly time period

1. In the event that an assembly time period is expressly agreed, its fulfilment is conditional upon the customer fulfilling all the duties incumbent on it. The assembly time period is fulfilled if, by the time it has expired, the machinery delivered by us is operationally ready .

2. Any extensions to the assembly time period and our liability in the event of delay are subject to the corresponding section of our Standard Terms and Conditions (III. (5)), subject to the condition that the flat-rate damages for delay will amount to 2% per day of the estimated assembly costs and that the maximum amount of damages is limited to twice the estimated assembly costs,
3. Upon request, the customer is required each week to confirm the working time performed by our personnel as well as at the end of the installation, assembly or operational start-up.

XIX. Customer duty to reimburse

If, at no fault of our own, the equipment or tools that we provide for the transport or at the assembly area are damaged or lost, the customer will be required to reimburse this loss. This does not extend to damage attributable to normal wear and tear.

XX. Miscellaneous

Our Standard Terms and Conditions apply accordingly.