

## WAREMA Kunststofftechnik und Maschinenbau GmbH Installation Conditions

### 1. Scope

These Installation Conditions apply to installations undertaken by WAREMA Kunststofftechnik und Maschinenbau GmbH or WAREMA Plastic Technology Hungary Kft. (Hungary) (hereinafter referred to as WAREMA), unless other agreements apply to individual cases. Any ancillary agreements or amendments require written confirmation from WAREMA.

### 2. Installation price

- 2.1. The installation shall be billed on the basis of time spent, unless a flat-rate price has been expressly agreed upon.
- 2.2. The agreed amounts do not include value added tax. WAREMA is required to pay this additional amount of tax at the statutory rate.

### 3. Cooperation of the orderer

- 3.1. The orderer must, at its own expense, provide the installation staff with support in carrying out the installation work.
- 3.2. The orderer must put in place any special measures that are necessary for protecting persons and items at the installation site. It must also provide the Project Site Supervisor with instructions about any special safety requirements that exist, assuming that these requirements apply to the installation staff. It shall notify WAREMA of any breaches of said safety regulations committed by the installation staff. In the event of serious breaches, it may, in consultation with the Project Site Supervisor, deny the offender access to the installation site.

### 4. Technical assistance provided by the orderer

- 4.1. The orderer is obligated to provide technical assistance at its own expense. In particular, this includes the following:
  - 4.1.1. Provision of suitable auxiliary staff as required (such as bricklayers, carpenters, metalworkers and other qualified technicians), ensuring that enough of them are provided and that they are provided for as long as is necessary for the installation work. The auxiliary staff must follow the instructions of the Project Site Supervisor. WAREMA accepts no liability for the auxiliary staff. If the auxiliary staff cause a defect or damage due to the instructions provided by the Project Site Supervisor, sections 7 and 8 shall apply.
  - 4.1.2. Provision of the necessary equipment and heavy tools (such as lifting gear, compressors and portable forges), plus the necessary consumables (such as construction timber, wedges, supports, cement, cleaning and sealing materials, lubricants, fuels, drive ropes and drive belts).
  - 4.1.3. Transport of the installation parts at the installation site, protection of the installation site and materials against damaging factors of any kind, cleaning of the installation site.
  - 4.1.4. Provision of first aid for the installation staff.
- 4.2. The technical assistance provided by the orderer must ensure that installation starts as soon as the installation staff have arrived and is able to continue without delay until the point of acceptance by the orderer. If WAREMA requires special plans or instructions, it shall provide the orderer with these in a timely manner.
- 4.3. If the orderer does not fulfil its obligations, WAREMA shall be entitled – but not obligated – to perform any actions incumbent on the orderer instead of and at the expense of the orderer, after first notifying the orderer of this. The statutory rights and claims of WAREMA in all other cases shall remain unaffected.

### 5. Installation period, assumption of risk

- 5.1. The installation period shall be considered to have been adhered to if the installation is ready for the orderer's acceptance by the point at which the installation period expires, in cases where a contractually agreed test run is to be performed.
- 5.2. If the installation work is delayed due to action relating to labour disputes – particularly strike action and lockouts – or due to circumstances for which WAREMA is not responsible, the installation period shall be extended as appropriate, provided that the aforementioned hindrances demonstrably have a significant impact on the ability to complete the installation work. This shall apply even if circumstances of this nature arise after WAREMA is already behind schedule.
- 5.3. If the installation work was lost or impaired before acceptance through no fault of WAREMA's own, then WAREMA shall be entitled to demand the installation price minus any cost savings. This shall also apply if it is not possible to carry out the installation work, through no fault of WAREMA's own. The orderer may demand that the installation work is repeated if and to the extent that this can be reasonably expected of WAREMA, especially taking into consideration WAREMA's other contractual obligations. For the work to be repeated, remuneration must be paid to WAREMA again on the basis of the prices in the contract.

### 6. Acceptance

- 6.1. The orderer is obligated to accept the installation as soon as it is notified that the installation work has ended and any contractually agreed test run of the installed item has taken place. If the installation proves not to comply with the contract, WAREMA shall be entitled to rectify the defects at its own expense. This shall not apply if the defects are not considered significant to the orderer's interests or if they are based on circumstances that are attributable to the orderer. If an insignificant defect is present, the orderer may not refuse acceptance, provided that WAREMA expressly acknowledges its obligation to rectify the defect.
- 6.2. If the acceptance is delayed through no fault of WAREMA's own, it shall be deemed to have taken place two weeks after the point at which notification of the installation work's completion was issued.
- 6.3. Acceptance removes any liability on the part of WAREMA for any defects that were already identifiable at the time of acceptance, unless the orderer has reserved the right to assert a claim in respect of a specific defect.

### 7. Warranty, disclaimers

The defect liability provisions and the disclaimers in sections 11 and 12 of the WAREMA Kunststofftechnik und Maschinenbau GmbH General Terms and Conditions apply to defects affecting the installation. This can be accessed at [www.warema-kunststofftechnik.com/agb](http://www.warema-kunststofftechnik.com/agb)

### 8. Compensation by the orderer

If the equipment or tools provided by WAREMA are damaged at the installation site through no fault of WAREMA's own or if they are lost through no fault of WAREMA's own, the orderer shall be obligated to compensate for this damage. Damage that is attributable to normal wear and tear shall be disregarded.

### 9. Place of jurisdiction

The place of jurisdiction is Würzburg. German law applies.