

## **Supplementary Conditions for Installation, Commissioning and other Services**

(valid from August 15<sup>th</sup>, 2022)

### **1. General Provisions**

- 1.1 Installation, Commissioning and other services are provided by F. & M. LAUTENSCHLÄGER GmbH & Co. KG (= Lautenschläger) based on the following conditions. By placing an order, the Buyer accepts the following conditions as the basis of the contract. In addition, our current "General Terms of Sale and Delivery" shall apply, available at [www.lautenschlaeger.net/en/2024-12-AGB-\(GB\)](http://www.lautenschlaeger.net/en/2024-12-AGB-(GB)). The Buyer's terms and conditions of purchase shall not apply, even if they are not expressly contradicted.
- 1.2 Other individual contractual provisions and assurances are only effective if they have been confirmed in writing by Lautenschläger.

### **2. Services**

- 2.1 Lautenschläger will carry out installation of new equipment, maintenance, technical support, service, repair, calibration and validation services based on hourly rates or at a flat rate to be agreed upon in writing.

### **3. Installation and Commissioning**

- 3.1 Installation services (installation of new, rented, used equipment, etc.) shall comprise the individually agreed services for delivery, transport, installation and commissioning of equipment and systems including their accessories. This shall also include the preparation of installation drawings for the relevant scope of delivery as a prerequisite for the release of the execution by the Buyer.
- 3.2 The instructions and regulations in the Lautenschläger installation drawing are decisive for the execution of the necessary on-site measures. Failure to comply with these instructions releases Lautenschläger from the warranty, the guarantee obligation and the obligations resulting from the corresponding quotation.
- 3.3 Lautenschläger also specifies weights and dimensions of the equipment to be delivered in the installation drawing. Lautenschläger is not responsible for checking the on-site design and prerequisites (dimensions, statics, size of the installation openings, supply and disposal installations) in accordance with the specifications given in the drawing.
- 3.4 Not included in the installation services are earthworks, construction, concreting, scaffolding, bricklaying, slab-laying, caulking and painting work as well as the laying of pipes and electrical cables or similar outside the battery limits indicated in our installation drawings, unless otherwise stipulated in the individual contract.

### **4. Maintenance, Repair and other Services**

- 4.1 The scope of maintenance includes preventive inspection and maintenance work to check and maintain the operational safety and functionality of the respective device in accordance with the maintenance plan and the manufacturer's operating instructions. Safety inspections, calibrations and recurring validations are provided, if a competent person is allowed to perform the aforementioned services. The repair and overhaul of the devices as well as the delivery of spare parts and consumables are not included in the scope of maintenance.
- 4.2 The recalibration and the recurring validations of the equipment are carried out in accordance with the Lautenschläger maintenance plan and the Lautenschläger performance description for validation or renewed performance assessment.
- 4.3 The scope of all other services (support, maintenance, repair, testing, overhaul) is determined according to the respective requirements.

### **5. Execution of the work**

- 5.1 At the request of the Buyer, Lautenschläger will prepare a quotation for the installation service to be provided. Lautenschläger can request an order in written form.
- 5.2 The dates for the performance of the respective planned work will be mutually agreed between the Buyer and Lautenschläger.
- 5.3 Lautenschläger will provide the equipment and tools required for the installation, unless other arrangements have been made.
- 5.4 The Buyer is obligated to provide all equipment necessary for the service to be rendered free of charge. He shall ensure that all measures necessary for the protection of persons and property

at the workplace are taken. He must inform Lautenschläger about relevant safety regulations.

- 5.5 The Buyer shall ensure that equipment contaminated by micro-organisms, chemically hazardous substances or radioactive substances is removed or this equipment is decontaminated before the work begins. If this is not possible, the Buyer must inform Lautenschläger of the failure to remove or decontaminate the equipment.
- 5.6 At the request of the Lautenschläger service technician or if the presence of additional personnel is required for reasons of occupational safety, the Buyer will provide auxiliary personnel at short notice and free of charge. Lautenschläger assumes no liability of any kind for these assistants. The assistants are not in any contractual relationship with Lautenschläger because of this work.
- 5.7 Upon request, the Lautenschläger service technician shall be provided with a clean, dry, lighted and lockable room near his work area for the storage of tools, equipment and spare parts for the duration of the work.
- 5.8 The Buyer is obligated to store parts delivered for installation services properly and under lock and key.

### **6. Invoicing**

- 6.1 The invoicing of services based on hourly rates is based on the respectively valid Lautenschläger price list for services. As a basis for invoicing, the work performed, the working time and the material used will be recorded on an installation certificate, which must be signed by the Buyer.
- 6.2 If the Lautenschläger service technician is called to an assignment that requires less than 7 hours, including travel, waiting and working time, the right to charge for a 7-hour working day is reserved, provided that the service technician cannot be deployed elsewhere on the same day.
- 6.3 If services cannot be carried out on the agreed date for reasons Lautenschläger is not responsible for, Lautenschläger is entitled to invoice the costs incurred, but at least the costs for travel to and from the site, unless the Buyer has notified Lautenschläger of this in writing at least two days in advance.
- 6.4 The term of payment for all installation services is 14 days net after the date of invoice. A right of retention or the right to offset with alleged counterclaims is not permitted unless these are expressly confirmed by Lautenschläger.

### **7. Liability**

- 7.1 Lautenschläger guarantees the careful and professional execution of the described services. If services mutually agreed upon are not properly performed by Lautenschläger, Lautenschläger shall repair these works free of charge.
- 7.2 The liability for defects for replacement and exchange parts includes the free replacement delivery for defective individual parts, but not their exchange. The Buyer must make the replaced parts available to Lautenschläger.
- 7.3 If materials or parts provided by the Buyer are used, Lautenschläger assumes that they are free of defects. If they are not free of defects, Lautenschläger will not pay compensation for the damage caused by these defects.
- 7.4 Notification of damage by the Buyer must be in writing.
- 7.5 Claims for liability for defects on the part of the Buyer become time-barred six months after the signature on the installation certificate. If the Buyer refuses to sign or fails to do so for reasons Lautenschläger is not responsible for, the limitation period begins with the completion of the work.
- 7.6 Lautenschläger is liable for damage caused by Lautenschläger or its vicarious agents to the Buyer's equipment during the installation services due to gross negligence or intent. This liability, as well as any further liability, regardless of the legal basis, for all damage that has occurred to a facility not supervised by Lautenschläger itself, is limited to the insurance benefit that Lautenschläger would have to claim from its business liability insurance in this respect.