

A. General Installation Terms for Flat-Charge and Cost-Plus Installation

1. Area of applicability, form, jurisdiction

- 1.1. All assembly and service services, regardless of the place of use at which the services are provided are carried out exclusively on the basis of the following conditions and our general terms and conditions of delivery which are recognized with the placing of the order and are binding for both contractors and clients. Deviating agreements on individual points are only effective for these and require the express written confirmation of the contractual partners in order to be valid. If an individual provision is invalid, the remaining provisions shall be retained.
- 1.2. The place of jurisdiction for the place of performance in Austria is the place of jurisdiction in Steyr and for place of performance in Germany in postcode area 0 to 4 the place of jurisdiction in Düsseldorf and in postcode area 5 to 9 the place of jurisdiction in Munich.
- 1.3. These terms and conditions apply subsidiarily and in addition to our order confirmation or in the presence of a contract for work.

2. Preliminary work and customer cooperation

- 2.1. At his expense and risk, the client must make all preparations and measures necessary for the proper execution of the work, its trouble-free execution and uninhibited completion, both in good time before the agreed start of the work and during its execution with regard to personnel, material, infrastructure and EDP/information technology. Unless special agreements are made in the order confirmation or in the contract for work, this includes in all cases, for example the corresponding structural adaptation of the workplace (such as wall breakthroughs, foundations, etc.), the provision of the necessary devices, tools, equipment and other work aids, the necessary materials, auxiliary and operating materials, the provision of the necessary auxiliary staff, etc.
All electrical work (such as electrical supply lines and connections, cabling of the individual components, lightning protection, grounding work, lighting, etc.) as well as laying and ready-to-use connection of compressed air, water and other media, including various drains, must be carried out on site.
For remote maintenance, the Contractor shall be granted unrestricted direct access to the system control/target computer by the Customer. The client expressly agrees to the data transfer and further processing of the data for the purpose of the commissioned service.
Any additional expenses required in this regard on the part of the Contractor shall be invoiced.
- 2.2. If there is an agreement that personnel will be provided by the client, this must be made available in sufficient numbers and the required professional qualifications at the request of the contractor. Provision of hoists and scaffolding must also be provided in a suitable design. If, in the course of the work, it turns out that either the personnel provided are unsuitable for carrying out the agreed activities, or if the necessary personnel are not present, the necessary additional expenses will be charged.
The customer must take all measures necessary to protect persons and property at the installation and service location. In particular, he must inform the Contractor's personnel of all operationally relevant hazards and safety regulations at the place where the service is provided.

3. Assembly and service requirements

- 3.1. We assume that the place of performance is free of obstacles and can be walked on without danger, so that the work can be carried out smoothly and without interruption. The maximum transport distance from the storage location of the parts to the installation point is a maximum of 50m or within crane reach. In addition, firing, grinding and welding work must be permitted at the place of performance. Stages, scaffolding, stairs and catwalks of the buildings/trades must be completed at the start of work.
- 3.2. For the duration of the provision of services, the following are to be provided free of charge for us on site:
Compressed air 6 bar (operating pressure), running water and electric current 400/230 V for power and light, including the connections and supply lines up to the points of use, heating and lighting for the possibly to be set up by us crew and magazine barracks, all small assembly materials such as cleaning, cleaning and lubricants as well as autogenous welding and cutting gases. Any earthworks, concrete, masonry, carpentry, plumbing, painting and electrical work that may become necessary must be carried out on site.
- 3.3. The unloading of the parts and the transport to the place of use is carried out by the customer. A pre-assembly or set-up station is provided in the immediate vicinity of the place of use.
- 3.4. Hoists and scaffolding, as well as ascent aids must be provided by the client in good time at the beginning of the work.
- 3.5. Any further requirements of the contract for work or the order confirmation shall also be deemed to have been agreed.

4. Driving licence

The client allows the personnel employed by Kappa to drive vehicles on the company premises (driving licence). These vehicles are usually forklifts, lifting platforms / aerial work platforms, cranes.

5. Deadlines for assembly and service

Information about the expected duration of installations, repairs and services is non-binding.

6. Insurance and custody obligations of the client

- 7.1. The customer must take all materials and vehicles of the assembly and service personnel delivered by the contractor into appropriate care. He is liable for all damages, their destruction and their loss of damage to them, namely in terms of time for the completion of the assembly or services and / or until the evacuation and removal of the work aids, vehicles, etc., in any case risk-wise up to the concept

of force majeure. The transfer of risk takes place in accordance with agreed Incoterms, at the latest upon arrival at the premises of the customer.

7. Warranty and liability

- 7.2. The Contractor warrants the proper execution of the work to be performed by its personnel. He assumes no further liability, in particular not for any financial losses, for indirect consequential damages as well as damages of third parties. The exclusions and limitations of liability of our order confirmation, as well as the provisions of our General Terms and Conditions of Delivery apply.
- 7.3. Warranty and damages are expressly excluded for additional services with which the assembly and service personnel of the contractor are commissioned by the customer on plant components that do not belong to the specific scope of work. For such work, the client is entitled to issue instructions and the assembly and service employees of the contractor are deemed to be involved in the operation of the client. The customer bears all risks associated with such additional services and undertakes to indemnify and hold the contractor harmless in the event of claims by third parties.

8. Certification and handover of the plant/work and acceptance

- 8.1. The working time of the workers provided by the contractor must be certified daily by the client. After completion of assembly or service, the contractor is entitled to takeover. This is done by confirmation of the customer at the proof of work or the commissioning/acceptance protocol and certifies that the system or the service has been taken over in functional and proper condition.
- 8.2. If, at the time of handover, the assembly or the service proves to be still defective, the handover must be carried out under the condition that the identified defects be remedied. Acceptance cannot be refused if the Contractor acknowledges its obligation to remedy the defects found in the confirmation of acceptance.
- 8.3. If the takeover or the issuance of the handover confirmation is delayed, the acceptance shall be deemed to have taken place two days after notification of the termination of the service.
- 8.4. If the client refuses to sign the proof of performance submitted by the contractor or if there is no authorized representative of the client on site, the information provided by the contractor's personnel shall be binding for both parties.

9. Terms of Payment, prices

- 9.1. The customer is obliged to pay the contractor down payment or partial payment amounts against their subsequent offsetting both before posting workers and in the course of assembly and service work. Payment of the invoice must be made immediately after submission of the invoice without deduction. The retention of payments due to warranty claims or other counterclaims of the customer not recognized by the contractor is not permitted.
- 9.2. All prices quoted are based on the valid wage and material costs when preparing an offer or placing an order. In the event of a change in these principles, the Contractor reserves the right to make a corresponding price adjustment.
- 9.3. The agreed amounts are exclusive of value added tax, which is to be remunerated to the contractor in the statutory amount.

B. General assembly and service conditions for flat-rate services

1. Installation and service price

- 1.1. The agreed flat rate is based on the conditions set out in point 2+3 under Section A of these conditions. If additional expenses are caused to the contractor by non-fulfilment of one of these conditions, the contractor is entitled to a corresponding price increase.
- 1.2. If, at the time of handover, the assembly or the service proves to be still defective, the handover must be carried out under the condition that the identified defects be remedied. Acceptance cannot be refused if the Contractor acknowledges its obligation to remedy the defects found in the confirmation of acceptance.
- 1.3. It is assumed that assembly and service activities can be carried out during normal working hours, i.e. from Monday to Thursday 8 hours each and on Fridays 6.5 hours. Should overtime be carried out at the request of the client or if these are required by the respective circumstances, the overtime and overtime surcharges incurred will be invoiced separately to the customer at the hourly rates stated in these General Assembly and Service Conditions.

2. Work stoppage, delays

- 2.1. If the assembly or the service call is delayed due to the occurrence of circumstances for which the contractor is not responsible, a reasonable extension of the assembly and service period shall occur. This shall also apply if such circumstances occur after the Contractor has been in default. The costs incurred by the delay shall be borne by the client
- 2.2. If the duration is otherwise extended due to any circumstance for which the client or one of his suppliers is responsible, and the work of our staff is thereby interrupted or extended, the waiting times, the additional working hours, the total subsistence costs, as well as the additional travel costs of the staff will be invoiced separately.
- 2.3. In the event of a break in work that is not the fault of the contractor and requires the withdrawal or re-posting of workers provided by him, the costs caused by this will be invoiced to the customer.