
CLOSE TO OUR CUSTOMERS

Special Terms and Conditions for Supervisor Assemblies

1. Scope and Conclusion of the Contract

- 1.1 These Special Terms and Conditions for Supervisor Assemblies supplement General Terms and Conditions of Sale and Supply from WIRTGEN Deutschland Vertriebs- und Service GmbH.
- 1.2 Insofar as a Supervised Assembly is not already the subject of a supply or service contract, the Contract is deemed concluded upon written confirmation by the Contractor.

2. Service Performed by the Supplier or Contractor

- 2.1 Insofar as the terms of a Supervised Assembly have not already been contractually stipulated as part of a supply or service contract, the following Section 2.2 will serve as the contractual description of the Supervised Assembly service.
- 2.2 The Contractor is responsible for supervising the mechanical assembly, electrical assembly, and commissioning, including a trial period until the system is ready for operation (hereinafter referred to collectively as "Supervised Assembly"), of systems or system components owned by the Client that the Client has purchased from the Contractor and/or from third parties. Insofar as the Client only engages the Contractor to carry out "supervised electrical assembly" and/or "supervised mechanical assembly" and/or "commissioning," these Special Terms and Conditions of Supervised Assembly will only apply to this limited scope. The provisions contained herein do not apply insofar as they are of no significance to the underlying contractual relationship.

Mechanical assembly, electrical assembly, commissioning, and trial operation of the system or system components are carried out by the Client independently and on the Client's own responsibility. In this context, the Contractor will provide a supervisor or supervisors who will support the Client by issuing technical instructions and familiarizing the Client's personnel with the use of the system or system components.

- 2.3 Supervision and instruction by the Contractor will be carried out by qualified personnel who are familiar with the assembly and operating instructions of the system or components thereof.

3. Assembly and Client's Duty to Cooperate

- 3.1 The Client must designate a contact person prior to the commencement of performance who will receive the technical instructions from the supervisor(s). As the Client's assembly coordinator, this individual will serve as the sole contact person for the Contractor and must have a sufficient command of the German or English language.
- 3.2 The Client will carry out mechanical assembly, electrical assembly, commissioning, and trial operation with sufficient in-house and/or external personnel. The Client must ensure that the personnel employed are qualified to carry out these activities. In particular, these individuals must be qualified to perform mechanical and electrical work. Unless otherwise stipulated in the Contract, agreed at the beginning of Supervised Assembly, or coordinated with the Contractor, the Client must provide skilled workers who have completed vocational training as metalworkers, mechanics, welders, or electronics technicians (in particular with the ability to carry out electrical installation work in the low-voltage range up to 380 V), as well as assistants. If any of the Client's personnel proves to be insufficiently qualified, the Client is obligated to replace such person(s) at the Contractor's request. The Client is also obligated to provide additional personnel at the Contractor's request.

The Client guarantees that the personnel employed are adequately insured, in particular against occupational accidents, in accordance with the legal provisions and any other regulations applicable at the installation site, and that all other applicable legal provisions and other regulations, e.g. with respect to illegal employment, minimum wages, etc., are fully observed.

CLOSE TO OUR CUSTOMERS

- 3.3 The Client guarantees that the supervision and instruction by the Contractor as well as the mechanical assembly, electrical assembly, commissioning, and trial operation itself can be carried out safely in accordance with the applicable occupational safety laws and regulations, including regulations on working time, applicable at the assembly site. The Client must instruct its personnel accordingly in this regard and equip said personnel with the personal protective equipment required for the activities.

When carrying out work on site, the Client must comply with the requirements applicable in the country where the installation site is located. In the case of sites in the Federal Republic of Germany, the *Verordnung über Sicherheit und Gesundheitsschutz auf Baustellen* (“*Baustellenverordnung*”; Ordinance on Safety and Health Protection on Construction Sites (“Construction Site Ordinance”)) particularly applies; in other European Union countries, the provisions of European Directives transposed into national law apply, as will any supplementary national law. In the case of sites in countries outside the European Union, an average European standard should be observed. Stricter national regulations must be observed, and the Client must notify the Contractor of such regulations.

In the event of imminent danger, in particular danger to the life and limb of the Client’s personnel, other third parties, or the supervisor(s) themselves, as well as in the event of danger to major property and assets, the Client’s personnel must immediately cease their activities at the instruction of the Contractor. The Contractor will notify the Client and the installation coordinator of the situation – if possible in writing, if necessary via text message or other messaging service, or verbally. After being notified of the situation, the Client must implement the necessary measures to eliminate the risk. Work may not be resumed until the risk has been fully eliminated.

- 3.4 The Client is responsible for providing all of the assembly and operating instructions and other documents relevant to the assembly of the system or system components, such as factory standards, tools (including those for calibration), operating and auxiliary materials, media (in particular water, electricity, and compressed air), welding equipment (gas/oxygen), slings and safety equipment (in particular for work at height, such as harnesses, etc.), as well as all operating materials and additives required for trial operation, commissioning, and instruction. In the case of asphalt production systems, the Client must guarantee a daily production of at least 400 tons of asphalt for commissioning (including fine-tuning), unless a different amount has been stipulated in the supply or service contract.

The Client must ensure that a mobile telephone is available to the parties at the site, and that an Internet connection for data transfers that meets the requirements stipulated in the Contract as well as meets an international standard for data transfer, in particular for uploading and downloading via remote service, is simultaneously available.

- 3.5 The Client must arrange, book, and provide, at its own expense, accommodations for the supervisor(s) in a hotel with a reasonable standard of cleanliness and service in the form of a single room or apartment, each with its own bathroom. Furthermore, the Client is responsible for arranging, at its own expense, transportation between the accommodations and the installation site for the supervisor(s). If Supervised Assembly lasts more than one week, the Client is responsible for ensuring, at its own expense, that the supervisor(s) can travel freely in the vicinity of the assembly site on weekends, for example by providing a rental vehicle (Central European compact car standard).

- 3.6 If the Client fails to comply with the aforementioned duties to cooperate and/or the duties to cooperate stipulated in the supply or service contract, or fails to do so in a timely manner, and if the assembly work cannot be commenced or continued as a result, the Contractor reserves the right not to commence or to interrupt Supervised Assembly, as the case may be. Scheduled dates will be extended in accordance with the duration of the interruption and an extra fee will be charged for the resumption of Supervised Assembly and any postponement to an unfavorable time of year.

CLOSE TO OUR CUSTOMERS**4. Fees**

- 4.1 Unless otherwise stipulated in the contract governing Supervised Assembly, the Contractor's schedule of fees for Supervised Assembly will apply.
- 4.2 If the Client does not comply with its duties to cooperate under the supply or service contract and/or these Special Terms and Conditions of Supervised Assembly, the Contractor is entitled to compensation for the resulting additional expenses for the storage of the system or components in the amount of 0.5% of the value of the goods as specified in the supply contract per full week, up to a maximum of 3%.

In addition, the Contractor is authorized to issue invoices at its own discretion, if necessary in the form of partial invoices, for services rendered to date.

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