

These Terms and Conditions of Assembly are designed in principle for legal transactions between companies. If they are exceptionally based on legal transactions with consumers in accordance with § 2 par. 1 no. 2 of the Consumer Protection Act, Federal Law Gazette 49. piece/1979, they are only valid when they do not contradict the provisions of the first chapter of this law. Austrian law is applicable to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

1. Liability of the Terms and Conditions of Assembly

Assemblies and the assignment of assembly technicians shall only be made according to the conditions below that shall be deemed to have been accepted on ordering and shall be binding upon contractor and customer. Agreements that differ from certain items have to be approved in written form for being valid.

2. Supplies of materials

If not otherwise agreed, the customer is charged for materials necessary for carrying out the work and for their transport to the job.

3. Working time

Statutory weekly working times of the customer are rated as the normal working time.

4. Assembly charge (hourly rate)

Assembly operations will be invoiced according to the assembly rates and framework **conditions**, if it was not explicitly agreed on an all-inclusive price. The agreed rates are without value-added tax, which shall be additionally refunded to the contractor.

5. Sunday and holiday openings

If work is done on a national holiday, working hours and overtime hours will be charged. An expense allowance for external remote will be charged for Saturdays, Sundays and national holidays on which no work is done. If there is no work due to national holiday or any other holiday at the assembly location, the holiday remuneration will be calculated at those rates for the number of hours that the technician would have worked if it wasn't a holiday.

6. Interruption of work

In the case of an interruption of work not caused by the contractor, which requires that assembly technicians of the contractor are recalled or dispatched again, the costs incurred thereby are charged to the customer. If the assembly technicians are prevented from working full shifts, without any of their fault, the normal statutory working hours will be charged nevertheless.

If the customer insists on the continuation of work in spite of adverse weather conditions, he will be liable for any damage caused thereby.

7. Surcharge to hourly rate

For work performed under aggravating circumstances (like damage to health, dirt, danger, adverse weather conditions, etc.) as well as in case of shift and night shift work, the respective legal rates will be charged.

8. Distance allowances and accommodations

If not otherwise agreed, the amounts of the valid framework collective agreement for the iron and metal-working trade apply.

In the case of assemblies where the assembly technicians cannot return to the plant where they are working every day, the legal rates for every day of absence of the plant will be charged.

If the customer provides reasonable accommodation, no overnight rate will be charged. If the accommodation costs at the assembly location exceed the legal overnight costs, the actual accommodation costs will be charged including value-added tax.

9. Travel time, travel allowance and fare

The travel time – including preparations for a trip up to 5 hours for each trip in each direction – will be charged as normal working time. The actual travel costs for the assembly staff and for the transport of the tools as well as the procurement of passports and visa are charged to the customer.

10. Preparation by the customer

The customer has to make all necessary preparations and take all necessary measures at his expense and risk in due time before the agreed start of the assembly work and during the performance. All this shall happen regarding staff and material that is necessary for a proper start of the assembly work, a performance without any interruptions and a proper completion.

Unless the contractor issues special instructions in this connection, this includes in all events the necessary structural preparation of the assembly site, the provision of the necessary devices, means of transport, tools, equipment, electricity, interfaces, air, free internet access, changing and sanitary facilities and other working utensils, the necessary materials, operating supplies, the provision of the necessary extra staff, etc. All provisions that have to be made by the customer in this connection will be charged separately.

As the contractor only has to provide the usual hand tools, the use of any other special tools or special appliances that have to be provided by the contractor if the customer fails to do so, will be charged separately on the basis of a separate agreement, additional to the costs for return journey.

11. Customer's duty to provide insurance and supervision

The customer has to provide adequate supervision for the work utensils of the contractor and the personal belongings of the assembly staff. Until the completion of the assembly or until the work utensils and personal belongings are removed, the customer is liable for them. In the case of damage, destruction or loss of the work utensils and personal belongings, the customer is liable, even if it is force majeure.

Safety regulations of assembly have to be given.

12. Documentation

If not otherwise agreed, the contracting partners have to write daily assembly reports. The contractor has to record constantly all important facts relating to the contractual performance, like weather conditions, level of staff and equipment, material deliveries, performance progress, quality and operating tests, administrative work, etc. All events at the performance site, especially those that may essentially affect the workmanship of the performance, as well as all observations that may not, or only partly, be made meaningfully at a later date are to be listed. At the request of the customer, those reports have to be shown to him and he may inspect them at the performance site on every working day. In this case, the customer has to confirm the inspection in written form. All entries are deemed to have been accepted by the customer, if he does not make an objection against them in written form within two weeks after the contractor has made an entry.

13. Liability

The contractor is liable for the diligent and proper performance of the work that has to be performed by the contractor's assembly staff. He is not liable for anything that goes beyond this, especially not for indirect consequential damage like shortfall in production, etc. The contractor is not liable for any staff or temporary staff provided by the customer, or for any third parties.

14. Additional work due to imminent danger

For performances that became necessary for the fulfillment of a contract and where it was impossible to obtain the approval of the customer due to increased danger in any delay, the customer's approval is deemed to have been provided. However, the customer has to be informed about such performances made without the customer's order immediately. As these are necessary performances by the contractor, the customer has to acknowledge and reimburse them. They will be charged separately, and the additional expenses have to be listed in detail.

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15. Certification and acceptance of assembly works

The customer has to acknowledge on a weekly basis the working times made by the contractor's staff. Those reports will be taken as a basis for the assembly invoices. On the final work record, the customer has to acknowledge to the assembly technicians the completion and acceptance of the work that has been done. Minor defects and reworkings do not release the customer from this duty.

The contractor has to inform the customer in written form about the readiness for dispatch of the work. Any costs that arise at the dispatch test (personnel costs, pieces of equipment, costs of material, etc.) are charged to the customer.

If not otherwise agreed, the dispatch test has to be made during normal working hours. The contractor prepares a report of the dispatch test.

16. Deadlines

If the contractor is able to say that he will not be able to complete a project in time, he has to inform the customer immediately in written form, indicating at the same time, if possible, the prospective completion date.

The contractor is entitled to an adequate extension of the completion date if the delay is due to

- a) circumstances for which the contractor cannot be blamed, like industrial conflicts, natural disasters, warlike disputes, general mobilization, revolution, seizure, embargo, restrictions on energy consumptions as well as delays of deliveries from subcontractors,
- b) unexpected restructuring work due to statutory regulations or special or additional requests by the customer,
- c) any action or omission on part of the customer or other circumstances within the domain of the customer (like delay in payments, media supply, personnel, electricity supply, lack of customer's duties, etc.), or if the customer does not meet other obligations.

17. Payment terms

At the contractor's request, the customer is committed to pay to the contractor reasonable payments on account, or part payments respectively, before the staff is dispatched and in the course of the assembly work. This will be accounted for subsequently. The payment of the assembly invoice has to be made immediately at the presentation of invoices and without any deduction. In the case that the assembly work lasts more than one month, the contractor has to issue interim invoices every four weeks, which the customer has to pay. Retaining payments is inadmissible for reason of warranty claims or other counterclaims of the customer that are not accepted by the contractor.

18. Severability clause

- a) If individual parts of these terms and conditions are ineffective, this does not affect the validity of the remaining parts.
- b) The parties are already committed to negotiate a substitute regulation – based on the comprehension of honest contracting parties – which is the closest equivalent to the economic result in consideration of the customs of the sector.

19. Place of jurisdiction, applicable law, place of performance

- a) Place of jurisdiction for all disputes arising directly or indirectly from an agreement is the court of Vienna. However, the contractor may also resort to the court that is in charge of the customer.
- b) The parties may agree that an arbitral tribunal has jurisdiction.
- c) This agreement is subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- d) For deliveries and payments, the contractor's principal place of business will be the place of performance.
- e) In the event of disputes arising from the present translation of the contract, the German text shall prevail.