



General Terms and Conditions of Assembly (GTCA)

I. Validity

- (1) These General Terms and Conditions of Assembly (hereinafter referred to as GTCA) shall apply in addition to the General Terms and Conditions of Business (hereinafter referred to as GTC) of the Contractor (hereinafter referred to as the Contractor). If these are not known to the client (hereinafter referred to as the Client), the Contractor shall make them available on request at any time. The general terms and conditions (GTC) of the Contractor shall therefore apply in principle, unless otherwise stipulated in these General Terms and Conditions of Assembly.
- (2) Installation, repairs and all other service work shall be carried out exclusively on the basis of these GTCA. Any other terms and conditions of the Client shall not be accepted by the Contractor, even if they are not expressly contradicted.
- (3) If conditions deviating from the Contractor's GTC have been agreed for the delivery of material which necessity for use does not first become apparent during the assembly or other work, their validity shall not apply to the conditions for work in accordance with I. 2. of these GTCA.

II. Scope of services

- (1) The Contractor's scope of services includes the performance of the mechanical work, i.e. the assembly (or repair/conversion) of the systems and materials as specified in the offer or the Contractor's order confirmation.
- (2) Also included is the instruction of the Client's operating and maintenance personnel, insofar as the associated work can be carried out immediately after the actual work without the Contractor's assembly or technical personnel having to travel to the site again.
- (3) Unless expressly stated, this does not include preparatory construction measures, such as the creation of wall openings, the preparation or preparation of the construction site, etc., the laying of supply lines for electricity, water or compressed air, the laying of disposal lines for waste water, or the installation and connection of electrical switching units. The connection of the installed systems to supply or disposal lines is not part of the Contractor's scope of services.
- (4) The provision and provision of special tools, such as work platforms, lifting vehicles, cranes and extra-long ladders (work equipment for work at a height of more than three meters above the working level) is not part of the Contractor's scope of services. If necessary, these shall be provided by the Client in good time at the Client's risk and expense.

III. Obligations of the Client

- (1) If permits are required for the execution and operation of the material to be installed or for the execution of the Contractor's work, the Client shall procure these at its own expense prior to commencement of the work. If the Contractor assists in this, the Client shall bear any costs incurred as a result.
- (2) If the place where the Contractor is to carry out the work is not in Germany, the Client shall be obliged to inform itself about the local regulations regarding the deployment of the Contractor's employees and to fulfill the obligations imposed on it as the Client by local regulations. If the Contractor, for its part, has to fulfill special obligations under local regulations, the Principal shall support the Contractor in fulfilling them.
- (3) The Client must inform the Contractor in writing of a person responsible for carrying out the work as a contact person and their telephone number.
- (4) The Client shall take care of these preconditions at his own expense and make them available in good time before the start of the work:
 - a - Construction electricity for tools and lighting;
 - b - Weather protection for the construction site if it is outdoors;
 - c - Accident-proof covering of open pits and breakthroughs;
 - d - accident-proof scaffolding for work at a height of more than 3 m above the assembly level;
 - e - adequate changing facilities, washing water and sanitary facilities for the contractor's personnel;
 - f - Sufficient weather-protected storage space for the material to be installed
 - g - and, for work lasting several days on large construction sites, sufficient space for the contractor's tool and material containers.
- (5) If the use of vehicles is necessary for this purpose, the material shall be transported to the construction site by the Client at the Client's expense.
- (6) If the Client makes special requests in accordance with VI. 2. during the execution of the work, these shall be noted in writing by the Client in the Contractor's work report, which the Client shall sign after completion of the work.

IV. Execution deadlines

- (1) Execution deadlines must be agreed in writing in good time. They shall commence at the earliest with the final determination of all technical and commercial requirements for the execution of the Contractor's work.
- (2) The duration of the work to be carried out shall be estimated by the Contractor to the best of its knowledge; it shall be extended appropriately if the work is delayed due to circumstances on the construction site through no fault of the Contractor or if obstacles arise that are beyond the Contractor's control - regardless of where these obstacles arise.

V. Disposal

- (1) The disposal of residual materials, waste and products subject to the ElektroG (WEEE Directive) arising from the work to be carried out by the Contractor is not part of the Contractor's scope of services.
- (2) Packaging material from materials used in the course of the Contractor's work, which the Client has purchased from the Contractor, shall be taken back by the Contractor at the Client's request immediately after completion of the Contractor's work. The costs for the disposal of the packaging material shall be borne by the Client.

VI. Prices

- (1) If the Contractor has confirmed a fixed price, this shall be understood to be for the performance of the work in the manner and type of execution envisaged by the Contractor, for which the drawing in the annex to the offer and/or the description contained therein shall be binding.
- (2) If the Client makes special requests during or after the execution of the work that deviate from the manner and type of execution of the work planned by the Contractor or otherwise cause additional costs, the Client shall bear the additional costs for materials, wages, etc. incurred as a result.
- (3) If no fixed price has been agreed or if a case according to VI. 2. occurs, the work (in a case according to VI. 2. only the additional work) shall be invoiced against proof of its execution and the material consumed. The basis shall be the respective valid list prices of the Contractor for

material and its assembly rates. The work reports of the Contractor signed by the Client or its representatives shall be recognized by the Client as proof.

- (4) Agreed prices shall only apply if there are no more than four months between their agreement and the execution of the work requested by the Client. After this period, the Contractor shall have the right to adjust the agreed price to the changed cost situation, i.e. to increase or reduce it if necessary.
- (5) If dead times (e.g. waiting times) occur for which the Contractor is not responsible, the Client shall bear the resulting costs.

VII. Payment

- (1) All invoices of the Contractor relating to assembly work shall be deemed to be payable net immediately upon receipt, unless other payment terms have been agreed; this shall also apply if materials are invoiced with these invoices in accordance with VI. 3.
- (2) The material to be installed by the Contractor shall be due for payment after delivery in accordance with the conditions agreed for the delivery of material, irrespective of the execution of the installation.

VIII. Liability

- (1) The Contractor's liability for its own fault and the fault of its vicarious agents shall be limited to intent and gross negligence. Liability for damage caused by terrorism is generally excluded.
- (2) This limitation of liability does not apply to claims arising from product liability and those based on injury to life, limb or health or a breach of so-called cardinal obligations, i.e. obligations which must be complied with in order to achieve the purpose of the contract. In the latter case, however, liability is limited to compensation for typical, foreseeable average damages.
- (3) If the damage incurred by the client is covered by insurance, the contractor is only liable on a subsidiary basis.
- (4) In the event of damage occurring or having occurred, the Client undertakes to immediately undertake or have undertaken all necessary efforts to limit the damage and to minimize its effects.

IX. Right of the Contractor to withdraw

- (1) The Contractor may withdraw from an installation if preparatory construction measures have not been carried out by the Client or if, due to circumstances for which the Client is responsible, the applicable official or statutory regulations (e.g. those of the accident prevention regulations) could not always be complied with in all respects during the execution of the installation or if special requests of the Client pursuant to VI. 2. cannot be carried out or are unreasonable.
- (2) If the Contractor withdraws from the installation with reference to IX. 1, the Client must bear the costs incurred up to the withdrawal.

X. Acceptance of the work

- (1) The Client undertakes to accept the Contractor's work immediately after its completion, provided that the Contractor's installation manager has notified the Client that the work has been completed.
- (2) The work carried out and systems or materials installed by the Contractor shall be deemed to have been finally accepted upon signature of the Contractor's work report by the Client or its authorized representatives.
- (3) The warranty period for warranties granted by the Contractor shall commence upon acceptance; the same shall apply to any testing period agreed in writing.
- (4) If acceptance is delayed for reasons for which the Contractor is not responsible, acceptance shall be deemed to have taken place one week after completion of the work in accordance with X. 1.
- (5) If, for reasons for which the Client is responsible, a new journey by the Contractor's personnel is necessary for the acceptance, the Client shall bear the costs incurred as a result.

XI. Warranty

- (1) If the work carried out by the Contractor is defective, the Client shall be obliged to notify the Contractor of this immediately and give the Contractor the opportunity to remedy the defect.
- (2) If the subsequent performance does not bring the expected success, the Client shall be obliged to grant the Contractor a further opportunity for subsequent performance. If this is not or not successfully carried out within a reasonable grace period to be set, the Client shall be entitled to the statutory warranty claims.
- (3) A claim for damages in the event of the occurrence of circumstances in accordance with IV. 2, IX. 1. and XI. 1 or 2. is excluded.

XII. Final provisions

- (1) All the above and aforementioned terms and conditions are a translation of the German original. In the event of a dispute, the German wording shall prevail.
- (2) These General Terms and Conditions of Assembly (GTCA) are valid as of January 2024.

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These and other General Terms and Conditions can also be viewed on our website at www.ilt.eu/en/gtc (Imprint & Legal, Terms and Conditions).