

## **Assembling conditions M 21**

### **1 Assemblings**

For assemblings we deploy assembly leaders (engineers), assembly masters, foremen (welders) and assemblers as assembly staff on demand. In addition to the travelling expenses the hourly and triggering rates mentioned in the offer or in the order confirmation are calculated for sending our assembly staff.

#### **1.1 Hourly rate**

Our services are based on a general working time of Monday to Friday with 8 hours per day and 40 hours per week. Beyond that, works on Saturdays are billed at the overtime rate for working days, works on Sundays and public holidays are invoiced to the corresponding overtime rates for Sun- and holidays. Travelling and waiting times are based on the same daily rate.

#### **1.2 Waiting time:**

If a lump-sum price was agreed for the assembly works, the waiting time of our personnel which has not been caused by our fault will be separately invoiced.

#### **1.3 Daily expenses**

As expense rate to compensate the expenses for accommodation and catering we calculate for each calendar day of absence from our factory, which means also for Sundays, holidays and waiting days, the amount mentioned in the offer or order confirmation. If the accommodation costs exceed 50% of the expense rate, these additional expenses have to be paid by the customer. In case of permanent assemblies the travelling and release expenses are invoiced for the travelling days on the occasion of the family return journeys determined by collective bargaining.

#### **1.4 Travelling costs**

For arrival and departure the starting or final point is our head office in Berlin. We calculate flight costs, railway costs 2. class including surcharges, transport of luggage and tools as well as the respectively incurring costs for the transport on the spot without any surcharge. If company or private vehicles are used, we will invoice the driven kilometers at the kilometer rate indicated in our offer or order confirmation.

### **2 Ancillary services**

At the expense of the purchaser:

- Dry, heatable and closable rooms for the stay of staff and to keep tools and valuable supply parts at the assembly location
- The correspondingly required experts and assistants
- All required equipment and lifting devices, tools for metal workers and welders, auxiliary materials (electricity, steam, water, oxygen, acetylene, protective gas, carbon dioxide, electrodes, sealants and lubricants, mordants)
- All buildings and foundations, heating, lighting and operating materials, supply and draining lines including the required connections with the construction site.
- Provision of a suitable mounting area for the preparation of the installation or pre-assembly at the installation site if feasible.

The purchaser is obliged:

- to certify the assembler the working time
- to hand out the assembler a written certification for the termination of assembly
- to send back the materials remaining after the assembly if they are in our possession on the most cost-effective transport way at our expense.

**3 Liability**

With regard to the assembly staff made available by us we are liable for the proper handling and processing of the parts delivered by us. Damages which are caused by assistants of the customer and consequential damages of each kind are excluded from our liability if they cannot be led back to intention or gross negligence. Our liability is restricted to our scope of delivery.

**4 Payment conditions**

In case of a longer duration of assembly we reserve ourselves the right to submit monthly partial invoices. Independently from other payment agreements assembly invoices respectively have to be paid and are due immediately after receiving the invoice without any deduction. Restraint of payment or its setoff is not allowed. Objections against the previously mentioned conditions have to be made before the beginning of work, complaints with regard to our invoice immediately after receiving the invoice.

**5 Place of fulfilment and jurisdiction** is the head office of our company.

**Silica Verfahrenstechnik GmbH**