



DURIGO

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General Terms and Conditions

- A. Applicability of the General Terms and Conditions of **DURIGO**
- B. Purchasing and Engagement Terms
- C. General Terms and Conditions of Service
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- E. Special conditions for assembly services



A. Applicability of the General Terms and Conditions of DURIGO

A.1

These Terms and Conditions shall apply to all business relationships between **DURIGO** and its contracting partners, even if specific reference to the Terms and Conditions is no longer made in individual transactions, provided that the contracting partner is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a fund under public law.

In these Terms and Conditions, the term "contracting partners" refers to partners that conduct business with **DURIGO** as providers and/or clients.

A.2

These Terms and Conditions apply at all times and exclusively. Deviating, conflicting or supplementary general terms and conditions of the contracting partner shall become part of the contract only if and insofar as **DURIGO** has expressly approved their applicability in writing.

Individual agreements with the contracting partner that are made in individual cases (including side agreements, supplements and amendments) shall always have priority over these Terms and Conditions. Provided that no counter-evidence is furnished, a written contract or the written confirmation of **DURIGO** shall be authoritative as far as the content of such agreements is concerned.

A.3

References to the applicability of statutory regulations only have clarifying significance. Thus, statutory regulations apply even without such clarification, provided they are not directly modified or expressly excluded in these Terms and Conditions.

A.4

The same words may have different meanings in different legal systems. In foreign language versions of these terms and conditions of business, that is to say ones not in German, the German legal meaning of the corresponding words shall apply.

B. Purchasing and Engagement Terms

B.1 Entire contract/Prohibition of assignment

B.1.01

The engagement and purchase orders placed by **DURIGO** shall be governed exclusively by the Purchasing and Engagement Terms of **DURIGO**.

B.1.02

All orders issued and purchases made by **DURIGO** shall – insofar as these conditions do not settle the matter – be settled **solely** on the basis of the legal provisions.

B.1.03

Offers of the supplier or other contracting partner of **DURIGO** are subject to express written acceptance by **DURIGO**.

B.1.04

The supplier is not permitted to transfer the rights and obligations from this purchase order to third parties without the written approval of **DURIGO**. This does not apply to the advance assignment of the purchase price claim within the scope of an extended retention of title.

B.2 Payment

B.2.01

Subject to the condition that the invoice will be reviewed later on, payments of **DURIGO** are made

- within 14 days of the receipt of the invoice less 3 per cent cash discount
- or within 30 days without any deductions.

B.2.02

In the event of goods from deliveries by the contractual party arriving early, the invoice shall be valued as of the delivery date agreed with **DURIGO**. This value date will be deemed to be the date of receipt of the invoice.



B.2.03

In the case of defective goods and/or services or partial deliveries by the contractual partner contrary to the contract, the invoice shall be valued as of the date of freedom from defects and/or complete delivery. This value date will be deemed to be the date of receipt of the invoice.

B.3 Warranty

The contractual partner of **DURIGO** must provide a warranty and compensation for damages in the legally-required scope and for the legally-required duration.

B.4 Place of performance /Jurisdiction/Choice of Law

B.4.01

The domicile of **DURIGO** shall be the place of performance and payment for both parties.

B.4.02

The courts of Bielefeld, Germany, shall have jurisdiction over all disputes from or in connection with the contractual relationship between the contracting partner and **DURIGO**.

In the aforementioned case, **DURIGO** may also bring action against the contracting partner at his domicile.

B.4.03

The laws of the Federal Republic of Germany shall apply, under exclusion of uniform law, including but not limited to the UN Convention on Contracts for the International Sale of Goods (CISG).

C. General Terms and Conditions of Services

C.1. Order confirmation and scope of delivery

C.1.01

The content of the corresponding contract requires written order confirmation from **DURIGO**, if applicable in conjunction with the specification created by **DURIGO**. Verbal agreements in conjunction with the conclusion of contracts made by employees of **DURIGO** who are not authorised to represent the company also require written confirmation from **DURIGO** in order to be valid.

C.1.02

The client must provide to **DURIGO** with all information and documents which are required or useful for the provision of the contractually agreed services. If a specification is created and presented to the client for examination and approval, this specification shall bindingly establish the scope of services for both sides.

C.1.03

Information on characteristics of the products and services of **DURIGO** shall be attributable to **DURIGO** only if this information originates from **DURIGO**, is provided by express order of **DURIGO** or is expressly authorised by **DURIGO** or **DURIGO** knew or had to know this information and has not disclaimed it within a reasonable period. **DURIGO's** assistants in the sense of Section 434 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch; BGB) do not include authorised dealers and clients of **DURIGO** acting as resellers. Adequate corrections of descriptions of characteristics in the sense of § 434 para. 1 BGB may in any case be made on the **DURIGO** homepage at www.durigo.de.

C.1.04

Descriptions of characteristics which originate from **DURIGO** which include measurable values must be understood to include a tolerance of \pm

3%.

Any exceedance of the tolerance of \pm 3% shall not automatically lead to assumption of a defect.

C.1.05

If the client wishes to settle the agreed services via a leasing, hire purchase or rental agreement, the client shall bear the risk that a corresponding agreement is actually concluded. Until that point the client shall remain the sole contractual partner of **DURIGO**.

If the client is unable to find a corresponding leasing, hire-purchase or rental agreement partner, said client's obligations under the agreement concluded with **DURIGO** shall remain unaffected.

C.1.06

DURIGO shall only owe consulting services on the basis of a separate agreement and in exchange for separate remuneration.

C.2. Trademarks / Rights of third parties

C.2.01

DURIGO is entitled to affix brand and trademarks. The client is prohibited from removing such marks which have been affixed by **DURIGO**.

C.2.02

The client is responsible to **DURIGO** for ensuring that the templates, designs, plans, texts, trademarks etc. may be rightfully used. The client therefore releases **DURIGO** from any third party claims for breaches of relevant intellectual property rights.

C.3. Delivery

C.3.01

The type of dispatch shall be at **DURIGO's** discretion if a specific type of dispatch is not required or agreed.

C.3.02

The place of performance for deliveries is **DURIGO's** premises even if **DURIGO** provides the transport itself.

C.3.03

If the goods leave **DURIGO's** premises or warehouse, the client assumes all risks.

C.3.04

In the case of direct deliveries ex works or preliminary suppliers, the risks shall transfer to the client upon dispatch. Insurance of the delivery shall only be arranged at the request and expense of the client.

C.3.05

The risk is transferred to the client with the transfer of the good to the carrier, notification of readiness for dispatch or provision on the agreed delivery date.

C.4. Delivery time

C.4.01

Any agreed delivery **periods** shall apply ex works unless something different is explicitly agreed. The term delivery **periods** includes the relevant performance periods. Such delivery **periods** shall begin at the time stated in the order confirmation; at the earliest, however, when the documents, approvals, calls and shipping addresses to be provided by the client are present, all details of the order have been clarified and the client has provided any partial payments and/or securities.

If a delivery **period** is agreed, this shall be extended accordingly if the client is delayed in the provision of the documents, authorisations, shipping address, partial payments or securities to be provided. The same shall apply if a delivery **date** has been agreed.

A corresponding delay of delivery **dates** or extension of delivery **periods** shall also take place if the requirements for the services to be provided by **DURIGO**, which are to be fulfilled by the client or a third party, are not fulfilled in due time.

C.4.02

If the client requests modifications to the order after its confirmation, the delivery **period** shall only begin upon confirmation of the change by **DURIGO**. Any agreed delivery **date** shall be delayed accordingly.

C.4.03

The service **period** shall be extended accordingly upon the occurrence of unforeseen obstacles which **DURIGO** is unable to avoid in the circumstances despite taking due care, e.g. a total or partial failure of subcontractors for which **DURIGO** is not responsible. In such a case, **DURIGO** may rescind the contract.

C.4.04

A claim for damage compensation in place of service or for damage compensation due to delay is excluded for cases under Section **C.4.03** if **DURIGO** immediately informs the client of the obstacles to service.

C.4.05

The same shall apply for fixed deadline transactions.

C.5. Partial deliveries

C.5.01

DURIGO is entitled to make partial deliveries to the client within a reasonable scope.

C.5.02

If **DURIGO** exercises this right, payments may not be withheld by the client for this reason.

C.6. Prices

C.6.01

The prices shall apply – unless something different is agreed – from its premises, ex works and/or ex warehouse **excluding** packaging.

C.6.03

If packaging is required, **DURIGO** will package the goods according to the existing regulations

and proceed according to Section 4 of the German Packaging Ordinance.

C.6.04

Prices, as well as costs, must be considered plus applicable VAT.

C.7. Terms of payment

C.7.01

Unless otherwise agreed, payments shall be due immediately.

C.7.02

Payments are due to **DURIGO** at the latest 10 days after the invoice date. As soon as this date is passed, the debtor enters into default of payment.

C.7.03

The place of performance for payments is the place of business of **DURIGO**.

C.7.04

The client may only offset against undisputed or legally-confirmed claims.

C.7.05

Except in cases under C.7.04, the client shall have no right of retention.

Rights of the client under Section 320 BGB shall be maintained so long as and to the extent that **DURIGO** fails to fulfil its warranty obligations.

C.7.06

Should the client's financial situation deteriorate significantly after the conclusion of the contract or – if the client's declaration of intent is required for the conclusion of the contract – after the last declaration of intent of **DURIGO** with a view to the conclusion of the contract, **DURIGO** may, at its own discretion, demand advance payment or collateral for all deliveries and services still to be performed under the same legal relationship (Section 273 BGB). If the client does not fulfil this demand, **DURIGO**

may withdraw from the corresponding contracts or, after setting a notice period, demand compensation for damages in place of the service totalling 25% of the un-executed order amount, even without documentation, so long as the client does not demonstrate lower damages.

Only if, by way of exception, an unusually high damage is on hand in the individual case, **DURIGO** may demand compensation for the damage that exceeds the lump sum; the lump sum shall be offset against this claim.

C.8. Inspection and Defect Notification Obligation

C.8.01

Deliveries from **DURIGO**, including drawings, execution plans and the like, must be immediately examined by clients upon receipt for their usability and correctness.

C.8.02

Clear defects must be immediately notified to **DURIGO** with a detailed description of the specific complaints, at the latest within 14 days following arrival at the final destination.

C.8.03

The client must also report hidden defects in writing immediately upon discovery, at the latest however within 14 days following discovery of the defect, in the required form.

C.9. Claims of the client for defects (Warranty)

Warranty in these Terms and Conditions means: claims for unsatisfactory performance due to delivery of a defective good.

C.9.01

Notwithstanding the limitation of liability in this section **C.9.**, the special statutory regulations for the final delivery of the goods to a consumer remain unaffected (supplier recourse pursuant to Sections 478, 479 BGB).

C.9.02

If the client does not comply with the inspection and reporting obligations according to section **C.8.**, **DURIGO** shall not be liable for any defects not reported.

C.9.03

The general limitation period for claims due to defects in quality and title is **12 months** from the delivery or, if an acceptance has been agreed, from the acceptance.

The statutory special rules regarding limitation periods remain unaffected (especially Section 438 (1) Nos. 1 and 2, (3), Sections 444, 479 BGB).

C.9.04

The limitation period of 12 months shall also apply to contractual and extra-contractual claims for damages based on a defect of the goods.

However, this shortened period of limitation shall not apply

- if the damage was caused by intent or gross negligence of **DURIGO** or its representatives or agents;
- in the case of damage from injury to life, body and health;
- in the event of a delay, if a fixed delivery date has been agreed;
- if a defect is maliciously concealed;
- if a guarantee has been provided and/or the risk of procurement or manufacturing in the meaning of Section 276 BGB has been assumed by **DURIGO**;

- in cases of mandatory statutory liability, especially according to the German Product Liability Act (Produkthaftungsgesetz; ProdHaftG).

The aforesaid regulations do not involve any change of the burden of proof to the disadvantage of the client.

C.9.05

If works or replacement deliveries provided by **DURIGO** limit or interrupt the warranty period, such a limitation or interruption shall only apply to the functional unit affected by the replacement delivery or rectification.

C.9.06

In case the client has a right to supplementary performance, **DURIGO** will first decide whether the supplementary performance is to take place through elimination of the defect (rectification) or through delivery of flawless goods (replacement delivery). The right to refuse supplementary performance under the statutory conditions remains unaffected.

C.9.07

No warranty is provided for damages which are not **DURIGO**'s responsibility. This includes damage that result from the following reasons: unsuitable or improper use, incorrect assembly or operation by the client or third parties, natural wear, incorrect or negligent handling, unsuitable operating materials or substitute materials or chemical influences, if these are not **DURIGO**'s responsibility.

C.9.08

DURIGO provides no warranty for components provided by the client. The client is solely responsible for the suitability and quality of such components unless something different has been explicitly agreed.

C.9.09

In the event of the client's non-compliance with the operating and maintenance instructions, it will be assumed that any damage incurred is

the result of this. In this case, the burden of explanation of proof that this is not the case lies with the client.

C.9.10

DURIGO may make the supplementary performance conditional upon the payment of the due purchase price by the client. However, the client may withhold a portion of the purchase price that is reasonable in proportion to the defect.

C.9.11

Work on items delivered by **DURIGO** or services otherwise provided by **DURIGO** shall only be considered as defect elimination or rectification work:

- **insofar** as the deficiency has been explicitly recognised by **DURIGO**
- **or insofar** as claims for defects have been demonstrated
- **and insofar** as these demonstrated claims for defects are justified.

In the absence of these requirements, such works are to be considered special services.

C.9.12

Any other rectification work or replacement deliveries by **DURIGO** shall be considered a special service if they do not take place in recognition of a legal obligation.

C.9.13

Expenses required for inspection or rectification, in particular for transport, weighing, labour and material costs (not: removal and installation costs) will fundamentally be borne by **DURIGO** if a defect in fact exists. Otherwise, **DURIGO** may demand reimbursement of the costs incurred from the unjustified defect elimination request (including but not limited to inspection and transport costs), unless the non-existence of the defect was not obvious to the client.

In case systems delivered by **DURIGO** are set up or operated outside the client's headquar-

ters despite the fact that the respective contract was concluded with a subsidiary or head office of the client in Germany, the client shall bear the additional costs that may arise because any warranty measures to be performed by **DURIGO** result in transport costs, travel costs and other overhead that exceed the limits of Germany.

C.9.14

The client must grant **DURIGO** the required time and opportunity to carry out the remediation of defects and replacement deliveries owed under the warranty. The client shall only have the right to remedy the defect itself or through third parties, and subsequently request remuneration of the corresponding costs from **DURIGO**, in urgent cases endangering operational safety and to avoid disproportionately larger damages, in which case **DURIGO** must be informed immediately, or if **DURIGO** is delayed in the remediation of a defect.

C.9.15

If **DURIGO** arranges third-party services on behalf of and at the expense of the client, said third party shall be solely responsible. **DURIGO** shall provide no advice regarding the selection of third-party services by the client unless something different is agreed. If the client requests advice in this regard, this shall only be provided on the basis of a separately-concluded agreement and in exchange for compensation.

C.9.16

If the rectification has failed or a deadline to be set by the client for rectification has passed without rectification (Section 323 (1) and/or Section 281 (1) BGB) or unnecessary because of statutory regulations (Section 323 (2) and/or Section 281 (2) BGB) or it can be refused by **DURIGO** in accordance with Section 439 (3) BGB or it is unacceptable for the client, then the client can withdraw from the contract. However, no right of rescission shall apply in the case of a minor defect.

C.9.17

The client shall only have a right to a reduced price if **DURIGO** approves.

C.9.18

Claims of the client for damages or compensation of expenses made in vain are excluded even in the case of defects according to section C.10.01 and shall only exist in the cases of section C.10.02.

C.10. Other liability

C.10.01

Unless provided otherwise in these General Terms and Conditions and subject to section C.10.02 below, any claims of the client for damages and compensation of expenses against DURIGO are excluded, regardless of what the legal basis may be. In particular, this also applies to tort claims (e.g. Section 823 BGB).

Insofar as the liability is excluded or limited, this also applies to the personal liability of the employees, staff members, representatives and agents of DURIGO.

C.10.02

The limitations of liability in these General Terms and Conditions shall not apply:

- if the damage was caused by intent or gross negligence of **DURIGO** or its representatives or agents;
- in the case of culpable breach of material contractual obligations, in which case the damages shall be limited to the damage typical for the contract, which is foreseeable at the conclusion of the contract; material contractual obligations are obligations that protect legal positions of the contracting partner that are material to the contract, which the con-

tract must grant him under consideration of its content and purpose as well as contractual obligations whose fulfilment is essential to the due performance of the contract, compliance with which the client has regularly relied on and may rely on;

- in the case of damage from injury to life, body and health;
- in the event of a delay, if a fixed delivery date has been agreed;
- if a defect is maliciously concealed;
- if a guarantee has been provided and/or the risk of procurement or manufacturing in the meaning of Section 276 BGB has been assumed by **DURIGO**;
- in cases of mandatory statutory liability, especially according to the ProdHaftG.

The aforesaid regulations do not involve any change of the burden of proof to the disadvantage of the client.

C.10.03

In the case of a breach of an obligation that does not consist of a defect, the client can only rescind or terminate the contract if **DURIGO** is responsible for the breach of the obligation. An unlimited right of termination of the client (especially pursuant to Sections 651, 649 BGB) is excluded. Apart from this, the statutory conditions and legal consequences shall apply.

C.11. Call orders

C.11.01

If call orders are not placed within 4 weeks following the end of the agreed call period, **DURIGO** shall be entitled to demand payment.

C.11.02

The same shall apply for call orders without any specific agreed call period if 4 months have elapsed without a call since receipt of the readiness for dispatch.

C.12. Storage/Default of Acceptance

C.12.01

DURIGO is not obliged to insure stored goods.

C.12.02

In the case of a default in acceptance, **DURIGO** is entitled to store the good in a commercial warehouse at the client's risk and expense.

C.12.03

In the case of storage on its own premises, **DURIGO** may invoice 0.5% of the invoice amount, with a minimum amount of €25, per month for each cubic metre of goods. The client is free to furnish evidence that the claim did not accrue or is lower.

C.12.04

The two preceding sections shall also apply in the event that shipping is delayed by a minimum of 2 weeks past the notification of readiness to dispatch at the client's request.

C.12.05

If, despite the setting of a deadline, the client does not accept the goods, **DURIGO** shall be entitled, regardless of the demonstration of actual damages, to demand 20% of the agreed price as a fixed fee. The client retains the right to furnish proof of a lower percentage.

C.13. Retention of Title

C.13.01

Any deliveries from **DURIGO** take place subject to retention of title.

C.13.02

This reservation and the following extension shall apply until all claims from the business relationship with the client are paid and until

full release from any contingent liabilities that **DURIGO** has assumed on behalf of the client in connection with the delivery.

C.13.03

Pledging of the delivered goods is not permitted.

C.13.04

DURIGO is entitled to demand the return of the retained good for cause, in particular in the case of payment default and to offset the proceeds of sale, without this being considered a withdrawal from the contract.

A requirement for this is that **DURIGO** has threatened to demand the return subject to a period of 7 days set by the client. This notice period may occur at the same time as the warning.

C.13.05

If, and to the extent that, the recovered good may be re-sold as new by **DURIGO** to another purchaser in the course of regular business, the client shall, even without any documentation, owe 25% of the invoice value of the good as a return fee. If the goods cannot be sold as new in the course of the normal operations, the client shall – without the need for detailed evidence – owe another 25% of the goods invoice value for the value loss. In every case, the client may furnish proof of a lower percentage.

C.13.06

DURIGO reserves the right to claim for other, more extensive damages.

C.13.07

The handling and processing of goods delivered by **DURIGO** shall in any case take place on behalf of **DURIGO**, meaning that good remains the property of **DURIGO** in any state of handling and processing and as a finished good, to the exclusion of the consequences of Section 950 BGB. If the retained good is processed using other items also delivered to the



exclusion of the legal consequences of Section 950 BGB, **DURIGO** shall acquire at least co-ownership of the new item on the basis of the ratio of the invoice value of **DURIGO**'s goods to the invoice value of the other processed items.

C.13.08

The client hereby cedes all claims from the resale, processing, installation and other use of our goods to **DURIGO** in advance. If the product sold, processed or installed by the client includes items which are not the property of the client and the other suppliers have also agreed to a retention of ownership with sales clause and prior cession, the cession shall take place in the amount of the ownership percentage of **DURIGO** corresponding to the fraction of the claim, otherwise in the total amount.

C.13.09

The authorisation of recovery which the client retains despite the cession shall in any case expire by cancellation at any time.

C.13.10

If the value of the securities provided to **DURIGO** exceeds **DURIGO**'s claims against the client by 50% for the delivery of goods or by 20% for other services, **DURIGO** shall be obliged, at the client's request, to release corresponding securities of **DURIGO**'s choice.

C.14. Place of Performance and Fulfilment

C.14.01

The place of performance and fulfilment for the services to be provided by **DURIGO** shall always be the premises of **DURIGO**. This shall apply even if **DURIGO** provides the transport itself.

C.14.02

The premises of **DURIGO** shall be the place of performance and fulfilment for all services to be performed by the client.

C.16. Headings/Definitions

C.16.01

All headings in **DURIGO**'s General Terms and Conditions are solely intended for improved legibility and have no influence on the meaning and interpretation of the individual provisions.

C.16.02

Written declarations of intent and awareness in the sense of **DURIGO** General Terms and Conditions also include statements transferred in text form (i.e. via fax or e-mail).

C.16.03

Delivery **dates** refer to a time, whether a specific day or a calendar week etc., on which the delivery must occur.

Delivery **periods** refer to the period within which a delivery must take place.

Delivery **time** is the overall term for delivery dates and periods.

C.17. Jurisdiction and Substantive law

C.17.01

The courts of Bielefeld, Germany, shall have jurisdiction over all disputes from or in connection with the contractual relationship between the contracting partner and **DURIGO**.

In the aforementioned case, **DURIGO** may also bring action against the contracting partner at his domicile.

C.17.02

The laws of the Federal Republic of Germany shall apply, under exclusion of uniform law, including but not limited to the UN Convention on Contracts for the International Sale of Goods (CISG).

If the choice of German law is not permissible or invalid, the conditions and effects of the retention of title pursuant **C.13**. shall be governed by the laws at the respective location of the goods.



C.18. Miscellaneous

Should any provision of these Terms and Conditions or a provision included in them later on be or become fully or partially invalid, void or unenforceable or should these Terms and Conditions or its supplement turn out to have a gap, this shall not affect the validity of the other provisions. § 306 Abs. Section 306 (2) and (3) BGB remain unaffected.

C.19. Special conditions

In addition to the aforementioned General Terms & Conditions of Service, the corresponding special conditions of **DURIGO** shall also apply insofar as they agree.



D. Special conditions for Internet transactions

D.1 Object of the contract

The special conditions for Internet transactions shall apply for contracts which the client concludes with **DURIGO** as supplier via the **DURIGO** Internet shop at <http://www.durigo.de/shop>.

D.2 Contractual partner

The **DURIGO** Internet shop is solely intended for **commercial** business transactions and not for the purchase of consumer goods. The products available via the Internet shop are intended solely for businesses in the sense of Section 14 BGB.

D.3 Contractual conditions/GT&C

D.3.01

DURIGO may require that, for purchases via the **DURIGO** Internet Shop, the client have an e-mail address via which to receive the contractual conditions. The current version of the General Terms & Conditions, which form a fundamental part of the contracts with **DURIGO** concluded for Internet transactions, are available to the client for viewing or download in PDF format at www.durigo.de.

D.3.02

The client shall immediately receive confirmation via e-mail that the order has been received and – insofar as **DURIGO** accepts the order – an order confirmation. Only following the order confirmation shall a binding agreement be created between the parties.

D.4 General Terms and Conditions

The General Terms and Conditions of **DURIGO** shall also apply.

E. Special Conditions for Assembly Services

E.1 Object of the contract

These special conditions apply to assembly services provided by **DURIGO** for the client.

E.2 Execution, settlement according to cost

E.02.01

Assembly work is generally settled using an hourly log. Fixed assembly prices may be agreed under certain circumstances for completed contract awards and project transactions.

E.02.02

Additional time and expenses required by obstacles on the client side shall be borne by the client and shall be settled separately on an hourly basis and according to the additional material required.

E.02.03

DURIGO is entitled to contract third parties to carry out the assembly.

E.02.04

DURIGO assembly technicians are not entitled to carry out assembly contrary to **DURIGO**'s assembly instructions. Deviations require consultation and written approval from **DURIGO**.

E.3 Requirements to be fulfilled by the client

E.03.01

The assembly requirements listed below must be fulfilled by the client at its cost. If specific resources are listed (forklift etc.), clarification of this shall be sought ahead of time if necessary.

E.03.02

- a.) The assembly area must be empty and swept clean.

- b.) The assembly area must have a minimum temperature of 10° Celsius and a maximum temperature of 30° Celsius.
- c.) The assembly area must be sufficiently lit.
- d.) The area must be in a state permitting the assembly technicians to immediately begin and carry out the work.
- e.) Electrical power connections must be provided free of charge within a distance of 30 m.
- f.) If required for the assembly, a forklift (generally 1.5 tonnes) must be provided, if applicable with a working platform conforming to the UVV.
- g.) If required for the assembly, a powered assembly lifting platform, rolling scaffolding or other equipment must be provided.
- h.) The condition of the floor must correspond to DIN18202 Point 4, Table 3, Line 3 (level tolerances for finished floors)
- i.) The assembly material must be available in direct proximity to the assembly site (not on the assembly spot itself).
- j.) A suitable lockable room must be available in direct proximity for tools and equipment.
- k.) A sufficient number of washrooms must be located within a reasonable distance.
- l.) The assembly manager must inform the assembly technicians contracted by **DURIGO** regarding applicable in-house safety measures and regulations of the client prior to the beginning of assembly work.

E.03.03

If the client does not provide the equipment listed in E.03.02 f.) or g.), **DURIGO** may arrange rented equipment. The client must provide this information in due time. **DURIGO** shall invoice the arrangement of the equipment at the rates applicable at **DURIGO**.

E.03.04

If the client provides assistants to work under the instructions of the assembly manager con-



tracted by **DURIGO**; these assistants must be insured according to legal regulations. **DURIGO** accepts no liability for these assistants.

E.4 Unloading and internal transport

E.04.01

The client is responsible for the unloading and transport of the materials to the assembly location.

E.04.02

If these services are carried out by the assembly technicians contracted by **DURIGO**, the latter shall settle this separately at an hourly rate. In this case as well, the client must provide lifting tools and the forklift free of charge. **E.03.03** applies accordingly.

E.5 Costs, additional expenses

Upon request, the client will receive a current list of applicable prices from **DURIGO**.

E.05.01

Work carried out at an hourly rate will be invoiced at the applicable rates used by **DURIGO**.

E.05.02

The assembly times stated by **DURIGO** are non-binding guidelines as unexpected difficulties and circumstances may lead to delays.

E.05.03

Work which the client requests in addition to the agreed scope of assembly must be confirmed by the client for the assembly manager on the hourly log and shall be invoiced separately.

E.05.04

If the assembly is delayed for reasons which are the responsibility of the client, any additional expenses, i.e. for repeated travel to the location, travel times and expenses, shall be borne by the client.

This shall always apply when the corresponding risk lies in the client's area of responsibility. This is the case, for example, if the requirements for assembly listed in Section **E.3**. are not fulfilled due to the behaviour of a third party.

E.6 Approval

The client must confirm approval of the system for the assembly manager on the hourly log.

Regardless of this, operation of the system shall be considered approval.

E.7. General Terms and Conditions

The General Terms and Conditions of **DURIGO** shall also apply.