

Installation conditions

Our assembly conditions correspond to the VDMA (Verband Deutscher Maschinen- und Anlagenbau) conditions for assemblies, as of August 2019.

For use against:

1. a person who, at the conclusion of the contract, acts in the exercise of his commercial or self-employed professional activity (entrepreneur)
2. legal persons governed by public law or a special fund governed by public law.

I. Scope

These assembly conditions apply to assemblies carried out by a mechanical engineering company (assembly contractor), unless otherwise agreed in individual cases.

II. Assembly price

1. The assembly shall be invoiced according to the schedule, unless a flat-rate price has been expressly agreed upon.
2. The agreed amounts do not include VAT, which must be paid additionally to the installer in the statutory amount.

III. Participation of the purchaser

1. The customer shall support the assembly staff in carrying out the assembly at his own expense.
2. He shall take the special measures necessary to protect persons and property at the assembly site. He shall also inform the installer of any existing special safety rules, insofar as they are relevant to the installer. It shall notify the installer of any non-compliance by the installer with such safety requirements. In the event of serious infringements, he may, in consultation with the assembly manager, refuse the infringer access to the assembly site.

IV. Technical assistance of the purchaser

1. The purchaser is obliged to provide technical assistance at its own expense, in particular to:
 - a. provision of the necessary and suitable auxiliary staff (masons, carpenters, locksmiths and other skilled workers, hand-in-hand) in the number and for the time required for assembly; the auxiliary staff must follow the instructions of the assembly supervisor. The installer assumes no liability for the auxiliary staff. In the event of a defect or damage caused by the auxiliaries as a result of instructions from the assembly manager, Sections VII and VIII shall apply.
 - b. Carrying out all earthwork, construction, bedding and scaffolding work including procurement of the necessary building materials.
 - c. Provision of the necessary equipment and heavy tools (e. g. hoists, compressors) as well as the necessary supplies and materials (e. g.

- scaffolding, wedges, substrates, cement, plastering and sealing materials, lubricants, fuels, driving ropes and belts).
- d. Provision of heating, lighting, power, water, including the necessary connections.
 - e. Provision of necessary, dry and lockable spaces for the storage of the tools of the assembly staff.
 - f. Transport of the assembly parts at the assembly site, protection of the assembly site and materials from harmful influences of any kind, cleaning of the assembly site.
 - g. Provision of suitable, safer living and working areas (with heating, lighting, washing facilities, sanitary facilities) and first aid for assembly staff.
 - h. Providing the materials and carrying out all other actions necessary to adjust the item to be assembled and to carry out a contractually stipulated test.
2. The customer's technical assistance must ensure that the installation can begin immediately after the arrival of the installation personnel and be carried out without delay until acceptance by the customer. Insofar as special plans or instructions of the installer are required, the installer shall make them available to the purchaser in good time.
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V. Installation deadline, installation delay

1. The installation deadline is met if the installation is ready for acceptance by the purchaser by the end of the deadline or, in the case of a contractually stipulated test, to carry it out.
2. If the assembly is delayed by measures in the context of industrial disputes, in particular strikes and lockouts, as well as the occurrence of circumstances for which the installer is not responsible, a reasonable extension of the assembly period shall take place insofar as such obstacles can be demonstrated to have a significant impact on the completion of the assembly.
3. If the customer incurs damage as a result of the installer's delay, he is entitled to demand a lump sum compensation for delay. It shall be 0,5 % for each full week of delay, but not more than 5 % in total, of the assembly price for that part of the installation to be assembled by the installer which cannot be used in time as a result of the delay.

If the purchaser sets the installer - taking into account the statutory exceptions - a reasonable deadline for performance after the due date and the deadline is not met, the purchaser is entitled to withdraw within the scope of the statutory provisions. He undertakes to declare within a reasonable period, at the request of the installer, whether he is exercising his right of withdrawal.

Further claims for delay shall be determined exclusively in accordance with Section VIII. 3 of these Terms and Conditions.

VI. Decrease

1. The customer is obliged to accept the assembly as soon as it has been notified of its completion and a contractually stipulated testing of the assembled item has taken place. If the installation proves not to be in conformity with the contract, the installer is obliged to remedy the defect. This does not apply if the defect is insignificant for the interests of the purchaser or is based on a circumstance attributable to the purchaser. If there is a non-essential defect, the purchaser may not refuse acceptance.
2. If acceptance is delayed through no fault of the installer, acceptance shall be deemed to have taken place two weeks after notification of completion of assembly.
3. Upon acceptance, the liability of the installer for recognizable defects shall be waived, unless the purchaser has reserved the right to assert a particular defect.

VII. Claims for defects

1. After acceptance of the installation, the installer shall be liable for defects in the installation to the exclusion of all other claims of the purchaser, without prejudice to Nos. 5 and 6 and Section VIII, in such a way that he has to remedy the defects. The purchaser shall immediately notify the installer in writing of an identified defect.
2. The installer shall not be liable if the defect is insignificant for the interests of the purchaser or is due to a circumstance attributable to the purchaser.
3. In the event of improper changes or repairs made by the purchaser or a third party without the prior approval of the installer, the installer's liability for the resulting consequences shall be waived. Only in urgent cases where operational safety is endangered and in order to prevent disproportionately large damage, whereby the installer must be notified immediately, or if the installer - taking into account the legal exceptions - has failed to meet a reasonable deadline for rectifying the defect, the purchaser shall have the right, within the scope of the statutory regulations, to have the defect rectified itself or by a third party and to have the installer compensated for the necessary costs.
4. In the event of a justified complaint, the installer shall bear the costs necessary to rectify the defect, insofar as this does not result in a disproportionate burden on the installer.
5. If the installer - taking into account the legal exceptions - allows a reasonable period of time set for him for the rectification of defects to expire in vain, the purchaser shall be entitled to a reduction within the scope of the statutory provisions. Only if, despite the reduction, the assembly is demonstrably of no interest to the purchaser, the purchaser may withdraw from the contract.
6. Further claims are determined exclusively in accordance with Section VIII. 3 of these Terms and Conditions.

VIII. Liability of the installer, exclusion of liability

1. If, during assembly, an assembly part supplied by the installer is damaged through the fault of the installer, the installer shall, at his option, repair it or deliver it again at his own expense.
2. If the assembled item cannot be used by the purchaser in accordance with the contract as a result of culpable omission or erroneous suggestions or consultations made before or after the conclusion of the contract, or due to the culpable breach of other contractual obligations - in particular instructions for the operation and maintenance of the assembled item - by the purchaser, the provisions of Sections VII and VIII. 1 and 3 shall apply to the exclusion of further claims of the purchaser.
3. For damages that are not caused to the assembly object itself, the installer is liable - for whatever legal reasons - only
 - a. with intent and gross negligence,
 - b. in case of culpable injury to life, body, health,
 - c. in the case of defects which he has deceitfully concealed,
 - d. under a guarantee undertaking
 - e. insofar as liability is incurred for personal or property damage to privately used items according to the Product Liability Act.

In the event of culpable breach of essential contractual obligations, the installer shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to the reasonably foreseeable damage typical of the contract.

Further claims are excluded.

IX. Limitation period

All claims of the purchaser - for whatever legal reasons - expire in 12 months. Claims for damages according to Section VIII. 3 a-d and f shall be subject to the statutory time limits. If the installer performs the installation service on a building and thereby causes its defectiveness, the statutory deadlines also apply.

X. Substitute performance of the purchaser

If, through no fault of the installer, the fittings or tools supplied by him on the assembly site are damaged or are lost through no fault of the installer, the purchaser shall be obliged to compensate for such damage. Damage due to normal wear and tear is not taken into account.

XI. Applicable law, place of jurisdiction

1. All legal relations between the installer and the customer shall be governed exclusively by the law of the Federal Republic of Germany which governs the legal relations between domestic parties.
2. The place of jurisdiction shall be the court with jurisdiction for the place of establishment of the installer. However, the installer is entitled to file a complaint at the principal place of business of the purchaser.