

Installation and operating conditions of Pfreundt GmbH

(Stand A 12-18)

1. Scope of application

- 1.1 The following conditions apply to the assembly, installation, commissioning, operation, maintenance and support services, hereinafter also referred to as services that Pfreundt GmbH - hereinafter referred to as the supplier - provides on behalf of the customer:
- 1.2 The request for services must be made in due time and in writing. The supplier reserves the right to have the activities carried out by a company mandated by him, insofar as the legitimate interests of the customer do not require him to provide services in particular cases.
- 1.3 The activities only extend to the contractually agreed scope. Any other activity requires written confirmation from the supplier to be carried out. Transmission by fax is also sufficient to comply with the written form. With the exception of the Managing Director, the supplier's employees are not entitled to effectively enter into divergent or additional agreements and/or supplements to the contract. No warranty is given for work that has not been confirmed in writing.

2. Cooperation of the buyer

- 2.1 The purchaser shall assist the supplier's employees or the employees of companies mandated by the supplier, hereinafter referred to as "employees", to carry out the work at its own expense. In particular, if only one employee of the supplier is responsible for performing the work and the activities take place in confined spaces (e. g. weighing pits) or outside the normal working area of the remaining personnel, the buyer must provide a German-speaking assistant who will be available throughout the duration of the activity. This person shall also ensure that, in the event of an emergency, the necessary communication with the competent authorities of the contracting authority is available in order to initiate all the necessary rescue measures. The customer must take the necessary measures to protect people and objects at the assembly site, inform the person in charge of the work of the safety rules and, if necessary, draw his attention to violations of the safety rules.
- 2.2 Obvious sources of danger must be eliminated by the client before the work begins. These include, for example:
 - a) cleaning of weighing pits and weighing platforms (machines) and permanent ventilation of weighing pits, and ensuring and maintaining the technical condition of weighing platforms throughout the work period
 - b) the removal of toxic and/or flammable or explosive gases from the working environment
 - c) protection against falls from a height and/or against falling objects when working on several levels
 - d) ensure effective traffic management and, if necessary, close the site -
 - e) the provision of security posts, including the necessary equipment, for work on railway installations
 - f) Disconnect the relevant electrical systems from the power supply, including the necessary fuse to prevent them from being reconnected.
- 2.3 The necessary precautions to be taken with regard to the conduct of the buyer's operations must be expressly mentioned
- 2.4 Before the start of the work, the client must provide the necessary information concerning:
 - a) The location of hidden electricity, gas, water or similar installations
 - b) Evacuation options, location of fire extinguishers, first aid kits, etc.
 - c) Provide the required unsolicited static evidence and, if necessary, provide permits and firewalls
- 2.5 The customer shall take charge of and provide timely and at his own expense in particular:
 - a) the vehicle necessary for the adjustment of the balance, or the balance intended for this adjustment, or the vehicle/object on which the balance is to be installed, in good condition, in good working order and in a clean condition
 - b) consumer goods necessary for the service as well as calibration or reference weights necessary for adjustment, or a truck scale adapted to the mobile weighing system and appropriate equipment such as scaffolding, lifting equipment and other devices
 - c) energy, water, heating, lighting and other distribution and disposal facilities at the place of use, including connections
 - d) dry and lockable premises suitable for the storage of materials and tools, and the customer must also take the necessary measures to protect our property on the site that he would take to protect his own property
 - e) clothing and protective devices required due to special circumstances at the place of use

3. Commissioning/ acceptance/ deadlines

- 3.1 If commissioning has been expressly agreed for certain deliveries, a person responsible for commissioning must be appointed immediately by the customer.

Commissioning consists in testing the functionality of the supplier's delivery in relation to the buyer's premises. The customer must create all operating conditions and take all necessary measures to carry out the commissioning and functional test free of charge. If the commissioning and function test have been successfully completed, the device is ready for operation. The customer must confirm this to the supplier in a protocol. The customer cannot refuse to sign the protocol if there are only insignificant defects, these must be recorded in the protocol. As soon as the equipment is put into service, the supplier's deliveries are to be borne by the buyer, unless the transfer of risk has already taken place.

- 3.2 If a trial period has been expressly agreed for certain deliveries, it shall begin no later than two weeks after the supplier's deliveries have been put into service, no later than two weeks after their assembly or installation, if the commissioning has not yet taken place for reasons for which the buyer is responsible. The functional test is conclusive if the deliveries operate essentially flawlessly during the agreed period. If a trial period has not been agreed, then a two-week period is considered to have been agreed. The customer must confirm in writing and without delay that the test operation has been carried out correctly. This confirmation cannot be refused by the customer in the event of insignificant defects, these defects must be recorded in the confirmation.
- 3.3 The promised deadlines and dates are always approximate, unless a fixed date has been expressly promised or agreed. If the service is delayed due to unforeseen events or if the customer does not comply with its contractual obligations to cooperate, an appropriate extension of the duration of the service is granted. If the supplier is not responsible for the delay, the buyer will bear the waiting time and travel costs according to the hourly rate of skilled workers employed by the supplier plus travel costs over the period.
- 3.4 The planning of the supplier's calibration trucks is carried out in an optimized manner, in consultation with the supplier. In this context, short-term deadline cancellations lead to considerable reorganisation costs. If the calibration and conformity assessment dates have been agreed and confirmed and cancelled by the supplier or if the buyer cancels these agreed and confirmed dates within 5 working days before the date, the supplier is entitled to invoice the buyer 50% of the costs incurred by the date without the payment amount being credited to a later date.

The supplier expressly emphasizes that weighing instruments may only be used in commercial transactions after a conformity assessment has been carried out. If, for example, weighing instruments are not yet certified according to conformity immediately after assembly, because, for example, the new installation did not have the recommended necessary running-in period, the customer is prohibited from using for commercial purposes the balance whose conformity has not yet been assessed in this context. If the conformity assessment is carried out immediately after assembly at the customer's request, without any prior running-in period, any costs incurred for subsequent readjustment and any necessary calibration shall be borne by the customer.

4. General conditions

- 4.1 The designation and specification of the service to be provided by the supplier and the remuneration shall be defined in the order confirmation or in the contract. If the supplier's own calibration truck is not available, the calibration and conformity assessment will be carried out - after consultation with the customer - with a different weight support. If this results in higher costs for the provision of weights and differs from the supplier's prices, these higher costs shall also be borne by the buyer.
- 4.2 The calibration costs of the calibration office responsible for a calibration do not fall within the scope of delivery of the supplier and are recorded in addition and directly to the buyer by the calibration office and then invoiced to the buyer by the latter.
- 4.3 Unless otherwise agreed, assembly and services are invoiced on a time-dependent basis. The calculation is made at the time of shipment according to the supplier's current rates, which are exclusive of tax on the corresponding legal value added. An appropriate supplement will be applied for work to be carried out in particularly dirty or complicated circumstances.
- 4.4 National missions of more than two weeks duration are eligible for a weekend trip home at the client's expense. Travel expenses will not be allocated for this period.
- 4.5 The customer is billed separately for any necessary secondment of a senior installation supervisor, safety coordinator or auxiliary staff.
- 4.6 Employees shall, as far as possible, work in accordance with local working hours.
- 4.7 Employees normally travel to the customer by car or small truck. In the case of other means of travel, the supplier charges for second class rail journeys or business class flights.
- 4.8 In addition, the "General Terms and Conditions of Sale and Delivery" of the supplier apply in particular in the area of warranty and/or liability.