

## **General Terms and Conditions for Assembly of the TRAPO GmbH (Version: March 2022)**

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For use with:

1. A person, who when concluding the contract is acting in a professional capacity on a commercial or self-employed basis (entrepreneur);
2. Legal entities under public law or special funds governed by public law.

### **I. Scope of application**

These General Terms and Conditions for Assembly apply to assemblies provided by the TRAPO GmbH (hereinafter referred to as the „Contractor“), unless deviating agreements have been made in individual cases.

### **II. Assembly price**

1. The assembly price shall be invoiced as per Annex on a timely basis, unless a lump sum has been expressly agreed.
2. The agreed prices are to be understood without value-added tax, which has additionally to be paid to the Contractor at the statutory rate.

### **III. Involvement of the Buyer**

1. The Buyer shall assist the assembly personnel in carrying out the assembly at his expense.
2. The Buyer has to take the special measures necessary to protect persons and property on the assembly site. He shall inform the assembly manager on existing special safety regulations, as far as these are of importance to the assembly personnel. He shall notify the Contractor of violations by the assembly personnel against such safety regulations. In the event of serious violations, he may refuse the offender access to the assembly site in consultation with the assembly manager.

### **IV. Technical assistance of the Buyer**

1. The Buyer is obliged to provide technical assistance at his own expense, in particular to:
  - a. Provision of the necessary suitable assistants (masons, carpenters, locksmiths and other trained staff, helpers) for the assembly in the required number and for the required time; the assistants must follow the instructions of the assembly manager. The Contractor assumes no liability for the auxiliary staff. If a defect or damage is caused by the auxiliary staff due to instructions of the assembly manager, clause. VII and clause. VIII shall apply.
  - b. Execution of all earth, construction, ballast and scaffolding works including procurement of the necessary building materials.
  - c. Provision of the necessary equipment and heavy tools (e.g. lifting tools, compressors) as well as the consumption items and materials required (e.g. assembly wood, wedges, supports, cement, cleaning and sealing material, lubricants, fuels, driving ropes and belts).
  - d. Provision of heating, lighting, power supply, water, including the necessary connections.
  - e. Provision of necessary, dry and lockable rooms for the storage of the tools of the assembly personnel.

- f. Transport of assembly parts on the assembly site, protection of the assembly site and materials against harmful influences of any kind, cleaning of the assembly site.
  - g. Provision of suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing and sanitary facilities) and first aid for the assembly personnel.
  - h. Provision of the materials and undertaking of all other actions required for regulating of the item to be assembled and performing a contractually provided test.
2. The technical assistance of the Buyer must assure that the assembly can begin immediately after the arrival of the assembly personnel and can be carried out without delay until acceptance by the Buyer. As far as special plans or instructions of the Contractor are required, these shall be made available by the Contractor to the Buyer in a timely manner.
  3. If the Buyer does not comply with his obligations, the Contractor shall be entitled after setting a deadline, but not obliged, to carry out the duties for which the Buyer is responsible on his behalf and at his expense. In all other respects, the legal rights and claims of the Contractor remain unaffected.

#### **V. Assembly period, delay in assembly**

1. The assembly period shall be deemed to be met if by its expiry the assembly is ready for acceptance by the Buyer in case of a contractually provided test run for its execution.
2. If the assembly is delayed due to measures within the framework of labor disputes, in particular strikes, lockouts as well as the event of circumstances not attributable to the Contractor, the assembly deadline shall be extended reasonably as far as such circumstances can be proven to have significant influence on the completion of the assembly.
3. If the Contractor is in delay for reasons for which he is responsible and the Buyer incurs thereby a damage, the Buyer shall be entitled to claim for liquidated damages for delay at a rate of 0,5 % for each full week of delay, however, maximal limited to 5 % of the assembly price for such part of the plant to be installed by the Contractor which cannot be used in due time as a result of the delay.

If the Buyer sets the Contractor - taking into account the legal exceptions - a reasonable deadline for the performance after the due date and if the deadline is not met, the Buyer shall be entitled to withdraw from the contract within the framework of the legal provisions. He commits himself, at the request of the Contractor, to declare within a reasonable period of time as to whether he makes use of his right of withdrawal.

Further rights and claims arising from delay are exclusively subject to clause VIII.3 of these Terms and Conditions.

#### **VI. Acceptance**

1. The Buyer is obliged to accept the assembly as soon as he has been notified of its completion and any contractually agreed test run of the assembled item has taken place. If the assembly proves not to be in accordance with the contract, the Contractor is obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the Buyer or is based on a circumstance attributable to the Buyer. In the event of a non-significant defect, the Buyer may not refuse acceptance.
2. If the acceptance is delayed for reasons not attributable to the Contractor, the acceptance shall be deemed to have taken place after expiry of two weeks from notification of the completion of the assembly.
3. With the acceptance the Contractor shall no longer be liable for visible defects, unless the Buyer has reserved the right to claim for a certain defect.

## **VII. Claims for defects**

1. After acceptance of the assembly, the Contractor shall be liable for any defects in the assembly under the exclusion of all other claims of the Buyer, notwithstanding article 5 and article 6 and clause VIII, in such a way, that the Contractor has to remedy the defect. The Buyer has to immediately notify the Contractor in writing of a detected defect.
2. The liability of the Contractor shall not apply if the defect is insignificant for the interests of the Buyer or is based on a circumstance attributable to the Buyer.
3. In the event of any changes or repair works improperly carried out by the Buyer or third parties without prior approval of the Contractor, liability of the Contractor for the consequences resulting therefrom is voided. Only in urgent cases that endanger operational safety and to prevent unreasonably high damages, whereby the Contractor is to be informed without delay, or if the Contractor - taking into account the legal exceptions - fails to meet the reasonable deadline set to him for remedy of the defect, the Buyer shall be entitled - within the framework of the statutory exceptions - to remedy the defect himself or to have the defect remedied by a third party and to demand reimbursement of the necessary expenses from the Contractor.
4. In case of a justified complaint, the Contractor shall bear the costs necessary to remedy the defect, insofar as no unreasonable burden for the Contractor arises thereby.
5. If the Contractor - taking into account the legal exceptions - fails to meet the reasonable deadline set to him for remedy of the defect, the Buyer shall also be entitled within the framework of the legal provisions to a right of reduction. Only if the assembly is proven not to be of interest for the Buyer despite the reduction, the Buyer may withdraw from the contract.
6. Further claims and rights are exclusively determined by clause VIII.3 of these Terms and Conditions.

## **VIII. Liability of the Contractor, Limitation of liability**

1. If an assembly component supplied by the Contractor is damaged during assembly for reasons the Contractor is responsible for, the Contractor shall, at his own discretion, repair or replace the component in question at his expense.
2. If the assembled item cannot be used by the Buyer in accordance with the contract as a result of proposals from the Contractor that were wrong or negligently omitted or advice provided before or after conclusion of the contract or as a result of culpable violation of other accessory contractual obligations - in particular the obligation to provide instructions for the use and maintenance of the assembled item - the provisions of clause VII. and clause VIII.1 and 3 shall apply to the exclusion of further claims by the Buyer.
3. The Contractor shall be liable for damages not caused to the assembly item itself, for whatever legal reasons, only
  - a) in case of intent and gross negligence,
  - b) in case of a culpable breach of life, body, health,
  - c) in case of defects the Contractor has fraudulently concealed,
  - d) within the framework of an assured warranty,
  - e) as far as liability is provided in accordance with the Product Liability Act for injury to persons and material damages to privately used objects.

In case of a culpable breach of essential contractual obligations the Contractor shall also be liable for slight negligence, however, limited to the contractually typical reasonably foreseeable damage. Further claims are excluded.

#### **IX. Statute of limitation**

All claims of the Buyer - for any legal reason whatsoever - shall become statute-barred in 12 months. Claims for damages as per clause. VIII. 3 a-c and e are subject to the legal periods. If the Contractor performs the assembly work at a building and causes the defectiveness thereof, the legal periods shall also apply.

#### **X. Compensation from the Buyer**

If the equipment or tools provided by the Contractor are damaged on the assembly site or if they are lost for reasons for which the Contractor is not responsible, the Buyer shall be obligated to compensate for these damages and losses. Damages due to normal wear and tear shall not be considered.

#### **XI. Applicable law, place of jurisdiction**

1. For all legal relationships between the Contractor and the Buyer the law of the Federal Republic of Germany, which governs the legal relations between domestic parties, shall apply exclusively.
2. The place of jurisdiction shall be the court having jurisdiction over the place of business of the Contractor. However, the Contractor shall also be entitled to sue the Buyer before the court having jurisdiction over the Buyer's place of business.