



Special terms and conditions for plant-related project planning, installation, commissioning and maintenance

- J. Wagner GmbH, Otto-Lilienthal-Str. 18, DE-88677 Markdorf
- Walther Spritz- und Lackiersysteme GmbH, Kärntner Straße 18-30, DE-42327 Wuppertal
- Reinhardt-Technik GmbH, Waldheimstraße 3, DE-58566 Kierspe

1. GENERAL INFORMATION

- 1.1 The following terms and conditions apply for contracts concluded with one of the above-mentioned companies of the WAGNER Group, which acts as the seller and/or supplier (hereinafter referred to in each case as the "**Supplier**"), for the purpose of project planning and/or the installation and/or the commissioning and/or the maintenance of plants and plant parts (hereinafter "**Services**").
- 1.2 These Special Terms and Conditions are an integral part of the respective contract and the Supplier's General Terms and Conditions, which apply accordingly in their entirety, unless expressly agreed otherwise below. In case of discrepancies between the General Terms and Conditions and these Special Terms and Conditions, the contents of the Special Terms and Conditions shall prevail. Individual agreements made in individual cases shall in any case take precedence over these Special Terms and Conditions and the Supplier's General Terms and Conditions.

2. OBLIGATIONS OF THE CUSTOMER TO COOPERATE

- 2.1 The Customer shall provide the necessary specialist and auxiliary personnel for the performance of the Supplier's Services as agreed and in good time. Said personnel must be qualified to the extent that they can assemble the system independently under the supervision of the Supplier's installation manager.
- 2.2 The Customer shall inform the installation personnel of any safety regulations resulting from the Customer's operations which do not solely concern the Supplier's product that is to be installed. The Customer shall be responsible for compliance with these safety regulations.
- 2.2 The Customer shall provide any necessary official approvals in good time and shall establish the necessary on-site conditions for the Supplier's Services in good time.
- 2.3 The Customer shall ensure that the employee from its own company who is responsible for the installation is available to the installation manager at all times during the installation period.
- 2.4 The Customer shall provide assistance at its own expense, in particular (but not exclusively) with regard to:
 - a) execution of all earthwork, construction, bedding and scaffolding work including the necessary building materials;
 - b) execution of all planning and other services which are necessary for the Supplier's Services and whose fulfilment is not contractually owed by the Supplier.
 - c) provision of a first-aider on the installation site. The Supplier may use the first-aider's labour to carry out the necessary work on site. The Customer shall prepare its own risk assessment for the work to be carried out and is responsible for the occupational safety of the on-site personnel.
 - d) provision of the necessary suitable auxiliary personnel (bricklayers, carpenters, locksmiths, electricians and other skilled workers and unskilled labourers) for tasks which do not fall under the contractual Services of the Supplier. The auxiliary personnel shall follow the instructions of the Supplier's installation personnel; however, the Supplier assumes no liability for them. Where a defect or damage has been caused by auxiliary personnel due to instructions given by the Supplier's installation personnel, Section 4 below shall apply.



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- e) provision of the necessary equipment and heavy tools (e.g. lifting gear, compressors), as well as the necessary commodities and materials (e.g. scaffolding timber, supports, cement, plaster, sealing material, lubricants, fuels, etc.).
- f) transport of the installation components from the unloading point to the installation site. Protection of the installation parts and materials against harmful influences of any kind as well as cleaning of the installation site.
- g) provision of heating, lighting, operating power (220 V alternating current and 350 V three-phase current) and water, including the necessary connections.
- h) provision of suitable and, in particular, dry and lockable rooms in the immediate vicinity of the installation site for the storage of machines, plant components, tools, devices, materials and other equipment. Provision of a telephone connection or at least the possibility of shared use of such a connection.
- i) provision of suitable, theft-proof recreation rooms for the installation personnel (with heating, washing facilities, sanitary installations and first-aid equipment).
- j) provision of the materials and performance of all other actions required to adjust the delivery item and to carry out a contractually agreed test. 2.5 Through the technical assistance it provides, the Customer shall ensure that the performance of the Services can begin immediately after the arrival of the installation personnel and can be carried out without delay or interruption until completion or acceptance by the Customer.

2.6 If supervised installation is agreed, then Section 2.1 shall apply additionally.

3. ACCEPTANCE

3.1 The Supplier's Services shall be concluded with successful trial commissioning by the Supplier and shall be accepted immediately thereafter. The Services shall be deemed accepted if the Supplier has set the Customer a period of 12 working days for acceptance after completion of the work and the Customer has not refused acceptance – stating at least one defect – within this period.

3.2 Upon request, the following shall be specifically accepted:

- a) self-contained parts of the performance,
- b) other performance-related parts if they are withdrawn from inspection and testing as a result of further performance.

3.3 A record of the acceptance that has taken place shall be prepared and signed by the Supplier and the Customer. This report shall include a list of any defects. Claims for defects which were not listed and which were recognisable at the time of acceptance cannot be asserted subsequently.

4. INSURANCE

4.1 The transport risks for materials, components and products up to the time that unloading is completed at the construction site shall be borne solely by the Customer – the Customer shall insure itself accordingly. The Supplier shall not obtain insurance cover for the aforementioned risks.

4.2 The Customer shall offset the corresponding risks by obtaining assembly-insurance cover. The Supplier has not obtained any such assembly-insurance cover.



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4.3 At the Supplier's request, the Customer shall provide evidence of the insurance policies required pursuant to sections 5.1 and 5.2 by presenting a cover note from the respective insurance company.

5. ASSEMBLY PERSONNEL, SUBCONTRACTORS

- 5.1 The Supplier's installation manager is authorised to accept complaints from the Customer. However, the Customer shall also notify the Supplier in writing of any complaints, otherwise its rights arising from said complaints shall be waived. The Supplier's installation personnel are not authorised to make legal declarations on behalf of and for the Supplier.
- 5.2 The Supplier's installation personnel are only authorised to carry out work that has been contractually agreed with the Supplier. The Supplier accepts no responsibility for any work that has nevertheless been carried out without its express agreement.
- 5.3 The Supplier's installation personnel are not entitled to accept verbal purchase orders. All orders must be placed in writing and require confirmation by the Supplier.
- 5.4 As a matter of principle, the Supplier provides its Services by means of its own specialist personnel. However, it is also entitled to have all agreed deliveries and services provided by other sufficiently qualified specialist companies. In so doing, the Supplier remains the sole contractual partner of the Customer.

6. FLAT-RATE INSTALLATION

If a flat-rate price is agreed, the following special conditions shall apply:

- 6.1 The contractual services/collaborative acts incumbent on the Customer or resulting from these provisions shall be performed in a timely and proper manner.
- 6.2 All agreed preconditions for a smooth and timely execution of deliveries and other services shall be met. Otherwise, the Supplier is entitled to demand compensation for any additional costs incurred in addition to the flat-rate price.
- 6.3 If mass changes or changes are made to the planning standards that were valid at the time the order was placed, and if this has an effect on the scope or time of performance by the Supplier, the actually rendered Services shall be invoiced on the basis of the underlying unit prices.

7. COMPENSATION BY THE CUSTOMER

If, through no fault of the Supplier, the delivery item or parts thereof are damaged or lost in the Customer's area of control, the Customer shall pay the agreed remuneration less any expenses saved. The same applies if installation and/or commissioning becomes impossible for reasons for which the Supplier is not responsible.

8. COPYRIGHT

All plans, expert opinions and/or statements prepared by the Supplier may only be reproduced within the scope of the respective agreements and may not be distributed or published in whole or in part without the Supplier's explicit consent.