

# ASSEMBLY CONDITIONS

(valid for Delegations in AUSTRIA valid from 12.08.2025)

Assembly work, dispatch of fitters and secondment of service and sales technicians shall only be carried out on the basis of the following terms and conditions, which shall be deemed to have been recognised when the order is placed and shall be binding for the Contractor and the Client. Deviating agreements on individual points are only effective for these and require the express written confirmation of the contractor to be valid. Prices (hourly rates as well as per diems and other costs) in Euro excl. 20 % VAT. Prices for assignments abroad will be announced separately.

## 1. PRECAUTIONS TO BE TAKEN BY THE CLIENT

The Client shall, at its own expense and risk, make all preparations and take all measures necessary for the proper start of the work, its trouble-free execution and unhindered completion, both in good time before the agreed start of the assembly work and during its execution with regard to personnel and materials.

Unless special instructions are given by the Contractor for this purpose, this includes in all cases, for example, the appropriate structural preparation of the work site, the provision of the necessary equipment, tools, devices and other work aids, the necessary materials, auxiliary and operating materials, the provision of the necessary labour, etc. All supplies required by the Contractor in this respect shall be invoiced separately.

As the Contractor itself only has to provide the usual simple hand tools, the use of any special tools and special equipment beyond this, which are provided by the Contractor in the absence of provision by the Client, shall be invoiced in accordance with a separate agreement to be made in this regard, plus the costs of transport there and back plus VAT.

## 2. DUTY OF INSURANCE AND CARE OF THE CLIENT

The Client shall take appropriate care of all work equipment and the installation personnel's vehicles brought in by the Contractor and shall be liable until the installation work has been completed or until the work equipment and vehicles have been cleared and removed and for any damage, destruction or loss thereof.

In the case of assembly work abroad, the Client shall also be responsible for insuring the assembly personnel provided by the Contractor against liability, illness and accident.

## 3. WORKING HOURS

- 3.1 Normal working hours are 38.5 hours / week:  
- Mon –Thu 07.00 – 15.30 (lunch break 12.00 – 12.30)  
- Fri 07.00 – 14.00 (lunch break 12.00 – 12.30)
- 3.2 Overtime with 50% surcharge:  
- 15.30 (or Friday from 14.00) to 19.00  
- on Saturdays: 06.00 - 19.00
- 3.3 Overtime with 100% surcharge:  
- 19.00 – 06.00 (also on Saturdays)  
- as well as on Sundays and legal holidays

The time allocation is based on the client's company regulations. For Sundays and public holidays on which no work is performed, the distance allowance shall be taken into account. If work is cancelled due to a national, works or other public holiday customary at the installation site, the hourly rates for the number of hours that would have been worked on this day if it had been a working day shall be charged as public holiday pay.

## 4. TRAVELLING TIME AND TRAVEL EXPENSES

Travelling time is generally regarded as working time. If the journey is made by car or lorry, overtime shall be charged for the driver of the vehicle if the travelling time is outside normal working hours. If the journey is made by train, bus or plane, normal hours are charged for the travelling time. Related travelling expenses such as train, bus or plane tickets will be charged according to actual expenses.

5. HOURLY RATES (EUR)	<u>Normal</u>	<u>50 %</u>	<u>100 %</u>
Mechanic / Service technician	113,00	169,50	226,00
Mechanic.Assistant	90,00	135,00	180,00
Sales technician / Engineer	144,00	216,00	288,00
Project manager	144,00	216,00	288,00

**Daily rate Austria up to 10 normal hours incl. 7.1-7.3, excl. travelling costs**  
- Mechanic / Service technician flat-rate: 1.330,00  
- Sales technician/Engineer/Project manager flat-rate: 1.830,00

## 6. INTERRUPTION OF WORK

- 6.1 In the event of an interruption of work for which the Contractor is not responsible and which necessitates the withdrawal or re-deployment of labour provided by the Contractor, the costs incurred as a result shall be charged to the Client

- 6.2 If the labour force is prevented from working full shifts through no fault of their own, the normal statutory working hours shall nevertheless be charged.

- 6.3 If the customer requests that the installation work be continued despite frost and other adverse weather conditions, the liability for any damage caused by the weather conditions shall be transferred to the customer.

## 7. ALLOWANCES AND OTHER COSTS (AUSTRIA)

- 7.1 In the event of an uninterrupted absence from our company of more than 6 hours, a small distance allowance: **EUR 24,50**
- 7.2 In the event of an absence from our company of more than 11 hours – including travel time, excluding lunch break – an average distance allowance of: **EUR 49,00**
- 7.3 In the event of absence from our company of more than 11 hours and if the employment requires an overnight stay away from home, a long distance allowance of: **EUR 95,00**
- 7.4 Overnight stay according to receipt, but at least: **EUR 43,00**
- 7.5 Kilometres allowance / Kilometres: **EUR 0,96**
- 7.6 Mileage allowance for material carried per kilometres: **EUR 0,44**
- 7.7 Kilometres allowance for co-driver/kilometres: **EUR 0,11**
- 7.8 Balancing device/hour: **EUR 105,00**

## 8. WARRANTY / COMPENSATION FOR DAMAGES

The Contractor shall only be liable for defects which occur during a period of 6 months (3 months in the case of multiple shifts) from completion of the installation and which occur in compliance with the intended operating conditions and under normal use..

The defects that have occurred will only be taken into account if the complaint is reported immediately. In the event of a demonstrably defective service attributable to the fault of the Contractor, the Contractor shall, at its discretion, either repair or replace the defective service or grant an appropriate price reduction.

The Contractor shall only be liable for the costs of remedying defects carried out by the Client itself or by third parties to the extent agreed in writing (except in the event of imminent danger).

Any compensation payments (damages outside the scope of delivery of the Contractor, loss of profit, loss of production or other) which could result from the services of the Contractor - unless they are due to gross negligence or intent - are excluded without exception.

## 9. ADDITIONAL WORK / ADDITIONAL WORK DUE TO DANGER IN DEFAULT

- 9.1 Additional work requested by the client that is not included in the scope of the order must be notified to the contractor separately and in writing.
- 9.2 For such services, which were necessary for the fulfillment of the order and for which the Client's consent could not be obtained due to imminent danger, the Client's consent shall be deemed to have been given. However, the client shall be informed as soon as possible of these services performed without an order. As these are necessary services by the contractor, the Client must recognise and pay for them.

## 10. ASSEMBLY CERTIFICATES

The client or the contact person on the construction site is obliged to sign the installation certificates (mounting sheet), even if the assembly was carried out on the basis of a warranty / guarantee. Unsigned mounting sheets are not exempt from invoicing.

## 11. PAYMENT CONDITIONS

Payment of assembly invoices shall be made immediately upon receipt of the invoice without deduction. The retention of payments due to warranty claims or other counterclaims of the client not recognised by the contractor is not permitted.

## 12. PLACE OF PERFORMANCE – LEGAL DISPUTES

Place of performance for payments is Vienna/Austria. All legal disputes shall be subject to the exclusive jurisdiction of the competent court with its registered office in Vienna/Austria is agreed. Austrian law applies.