

1. Application and scope

1.1. For assembly services that Humbert Baulogistik GmbH (hereinafter referred to as the "Contractor") provides within the framework of a hire contract, an individual order or a framework agreement, the individually negotiated contractual agreements and these General Terms and Conditions of Assembly shall apply exclusively. By concluding the first contract under the following terms and conditions, the Client recognizes the validity of those terms and conditions for the entire duration of the business relationship between the parties. This applies in particular to all follow-up transactions, including those concluded orally or over the telephone.

1.2. The Contractor shall not be bound by any of the Client's own conditions unless the Contractor expressly agrees to them.

1.3. Any supplements, deviations or other ancillary agreements shall be recorded in writing.

1.4. Pursuant to Section 310(1) of the German Civil Code (BGB), these General Terms and Conditions of Assembly shall apply to companies, legal entities under public law or special funds under public law.

1.5. Unless otherwise agreed, all offers made by the Contractor are subject to change.

2. Scope of work

The Contractor's employees shall exclusively provide the assembly services that have been agreed in advance and in writing between the Contractor and the Client. Beyond that scope they may not be called upon to perform any other activities without the prior written consent of the Contractor.

3. Applicable rules and regulations

3.1. The Contractor undertakes to comply with the relevant rules and regulations applicable at the place of performance, as well as the generally recognized technical rules, laws and accident prevention regulations in their current version.

3.2. The Client shall provide the Contractor, within a reasonable period of time before the agreed commencement of the assembly work, with any applicable factory guidelines, safety regulations or similar documents in addition to those mentioned in 3.1.

4. The Client's obligation to cooperate

4.1. The Client is obliged to support the Contractor in such a way that the assembly work can be carried out without delay. In particular, the Client shall provide the following services free of charge, unless otherwise agreed in writing with the Contractor:

- Provision of energy,
- Procurement of necessary permits, in particular from relevant authorities,
- Insurance and fees,
- Traffic control and safety measures,
- Road closures/ensuring free access and exit,
- Clear space for assembly and disassembly.

4.2. If the Client does not fulfill its obligation to cooperate, the Contractor is entitled – but not obliged – to provide replacement services at the Client's expense after setting a reasonable deadline.

4.3. If the Client fails to fulfill its obligation to cooperate and does not comply with the Contractor's request to fulfill this obligation within a reasonable period of time, the Contractor is entitled to terminate the contractual relationship without notice. The Client is obliged to reimburse the Contractor for costs incurred up to that point and to pay compensation.

5. Assembly and acceptance

5.1. The start of assembly shall be agreed in advance between the Client and the Contractor within a reasonable period of time.

5.2. If installation is delayed through no fault of the Contractor, for instance because the Client fails to fulfill its obligation to cooperate in accordance with Item 4.1, the assembly period shall be extended by a reasonable period of time. The costs for the resulting waiting time shall be borne by the Client.

5.3. Immediately after the Client has been notified of the end of the assembly, it is obliged to accept the service by signing the corresponding work certificates. Immaterial defects do not entitle the Client to refuse acceptance.

5.4. If no person authorized to sign on behalf of the Client is present to issue the acceptance, the service shall be deemed to have been accepted after a period of five working days if the Client does not report a material defect in writing before the expiry of this period. The date of receipt by the Contractor shall be decisive for determining whether the deadline has been met.

5.5. The Contractor shall rectify any defects that have been notified in good time. Instead, the Contractor may authorize the Client, with the Client's consent, to have the necessary repairs carried out in the Client's own name or to carry them out itself. In this case, the Contractor shall bear the necessary costs.

6. Warranty and liability

6.1. From the moment of acceptance, the Contractor no longer warrants for its performance.

6.2. If the Client or a third party makes changes to the service provided by the Contractor beyond the exceptional case mentioned in Item 5.5, the Contractor shall not be liable for the resulting consequences.

6.3. The risk of accidental loss and accidental deterioration of items provided by the Client is borne by the Client.

6.4. Claims for damages against the Contractor can only be asserted by the Client in the event of

- intent,
- gross negligence on the part of the Owner/the agents or executive employees of the Owner,
- culpable injury to life, body, health,
- defects that were fraudulently concealed by the Owner or whose absence the Owner has guaranteed, insofar as liability exists under the Product Liability Act (ProdHaftG) for personal injury or property damage to privately used items.

In the event of culpable violation of essential contractual obligations, the Owner shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract. Otherwise, liability is excluded.

7. Payment and invoicing

7.1. The Contractor shall bill for transport and travel costs based on the following hourly rates:

- Sprinter van (or similar): 59 - euros,
- VW Caddy (or similar): 59 - euros,
- Flatbed truck: 59 - euros,
- Trailer truck: 90 - euros plus tolls,
- Low-loading truck: 95 - euros plus tolls,
- Truck with loading crane: 125 - euros plus tolls,
- Truck with loading crane per crane lift: 10 - euros.

The basis for this is the proof of performance.

7.2. The Contractor will charge for costs of service and repair trips based on the time and effort involved at the following rates:

- Travel costs per technician: 45 - euros per hour,
- Travel costs per vehicle: 1.10 euros per kilometer.

The basis for this is the proof of performance.

7.3. The Client shall invoice services either at a flat rate or at the following hourly rates:

- Master electrician: 70 - euros,
- Electrician: 59 - euros,
- Technician/fitter: 56 - euros,
- Laborer: 53 - euros.

The basis for this is the proof of performance.

7.4. Small items will be charged at a flat rate.

7.5. Accommodation costs will be charged at cost.

7.6. The prices stated in Items 4.1 to 4.3 shall apply during the Contractor's regular working hours (Monday to Thursday from 7 a.m. to 4 p.m., Friday from 7 a.m. to 1 p.m.). Should the Client request services outside of these hours, the Contractor reserves the right to charge a surcharge of up to 50 percent on the hourly rates.

7.7. Unless otherwise agreed, invoices shall be payable, without any deduction, within 14 days of the invoice date.

7.8. All material used and all objects installed as part of the contractually agreed services remain the property of the Contractor until all invoices have been paid in full.

7.9. The Client shall only have a right of retention or a right of set-off with counterclaims of the Client that are undisputed by the Contractor or have been upheld in a court of law.

7.10. If the Client reduces the invoice amount or pays a reduced invoice amount (excluding the deduction of a discount) without having reached a written agreement with the Contractor in advance, the Contractor reserves the right to charge a flat-rate processing fee of up to 10% of the original net invoice amount to clarify the matter.

7.11. All prices are net plus the statutory value added tax applicable on the day of invoicing.

8. Security interests

The Client shall assign to the Contractor, as security or fulfillment, all current and future claims arising from the contracts for work and services with its clients with regard to all construction sites on which the Contractor has performed its assembly services. The Contractor hereby accepts the Client's declarations of assignment. At the request of the Contractor, the Client must provide evidence of these claims individually and notify its clients of the assignment that has taken place, with the request to only pay the Contractor up to the amount of the outstanding claims. The Contractor is entitled to also notify the clients of the assignment itself and collect the claim at any time. The Contractor will not, however, make use of these powers and will not collect the claims as long as the Client meets its payment obligations. In the event that the Client collects claims that have been assigned to the Contractor, the Client hereby assigns to the Contractor its respective residual claim in the amount of this claim. The right to surrender the collected amounts remains unaffected. The Client may not assign or pledge its claims against the respective client to third parties without the consent of the Contractor, nor may it agree a prohibition of assignment with its client. The Client shall notify the Contractor immediately of any attachment or any other impairment of the Contractor's rights by third parties. The Client shall hand over to the Contractor all documents necessary for an intervention and bear the intervention costs incurred by the Contractor.

9. Place of jurisdiction

If the Client is a merchant, a legal entity under public law or a special fund under public law, the place of performance and exclusive place of jurisdiction, also for lawsuits concerning documents and bills of exchange, for all current and future claims arising from the business relationship shall be, at the Contractor's discretion, the Contractor's head office in Dorsten.

10. Other provisions

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Should any individual provisions of these terms and conditions be invalid, the remaining provisions shall remain unaffected.