

General Terms and Conditions of Business

Herco Wassertechnik GmbH

Supplementary assembly and service conditions Last amended: September 2023

1. Scope

1.1 All assembly, maintenance and other services provided by Herco Wassertechnik GmbH (Herco) are subject solely to these assembly and service conditions. In all other respects, Herco's general terms and conditions of supply and payment as amended from time to time will apply. Herco will not accept any assembly and service conditions of the customer which conflict with or differ from its own. These assembly and service conditions are a frame agreement for all future business relations between Herco and the customer even if this is not subsequently expressly agreed.

1.2 These assembly and service conditions apply exclusively. Standard terms and conditions of business or purchase of the customer which differ from, conflict with or supplement Herco's own will only become a constituent part of the contract in as far as Herco has expressly consented. This consent requirement applies in all cases, including work carried out by Herco for the customer without reserve where Herco is aware of the customer's standard terms and conditions of business.

1.3 Herco employees are not authorised to enter into ancillary agreements or to make commitments on Herco's behalf unless they are authorised to represent Herco accordingly by act of law. Individual agreements entered into with the customer in an individual case (including ancillary agreements, additions and amendments) will always take precedence over these assembly and service conditions. Unless evidence is provided to the contrary, the content of such agreements must be set out in a written contract or confirmed by Herco in writing.

2. Labour costs, working hours

2.1 Labour costs

Hours worked within normal working hours on a working day under applicable collective bargaining agreements on weekly working hours will be charged net according to Herco's current rates.

2.2 Special assembly rates

Work carried out under difficult conditions – particularly in hot or cold conditions or confined spaces, dirty environments or on chemical-carrying pipes will be charged according to Herco's applicable special rates. This also applies to special rates for cleaning work in hazardous or difficult conditions.

2.3 Special overtime rate

Overtime and work performed on Sundays and public holidays will be charged according to Herco's rates as set out in 2.1 and 2.2 adding the current overtime rate.

2.4 Working hours

Preparation, travel, commuting and waiting time will be regarded as working hours and charged accordingly.

2.5 Delays

If the work to be performed is delayed for reasons outside Herco's control, additional expenses incurred, in particular travel and waiting time, will be charged separately; this also applies to fixed-cost service agreements.

2.6 Documentation of working hours

The customer will confirm the time worked by Herco's staff in writing on the record of work. In any event, the records of work completed by Herco's staff will form the basis of Herco's invoices and will be binding on both parties.

3. Travel costs

Herco will charge the customer for the costs of travel incurred by its employees from their home or last place of work to the assignment location and back and daily travel from their accommodation to the place of work.

If travel is by car, travel costs will be calculated according to the actual kilometres driven and Herco's current rate. For travel on German railways (Deutsche Bahn) the travel costs charged will be first class for engineers and second class for other employees plus applicable surcharges. Necessary flights will be charged at the economy rate within Europe and business class for flights outside Europe.

Travel costs include the costs of transport and transport insurance, including personal luggage and any equipment for the assignment. The choice of mode of travel and transportation lies with Herco.

4. Overnight accommodation and other costs

4.1 Overnight accommodation costs will be charged to the customer. Overnight accommodation will be charged according to Herco's current rates. The choice of appropriate accommodation lies solely with Herco's employees.

4.2 Any additional business expenses incurred by Herco's employees for telephone, postage and the like will be charged separately.

5. Duties of the customer

5.1 Before completion begins, the necessary equipment and items of the customer must be available on the set-up and assembly site and any preliminary work must already be sufficiently advanced to enable set-up and assembly to begin as agreed and to be executed without interruption. The customer must have already levelled and cleared the access areas to and on the set-up and assembly site. The customer must provide any necessary auxiliary staff, heavy tooling and equipment (scaffolding), operating materials, sanitary facilities and containers for disposal of assembly and packaging materials at its own cost. Failure by the customer to meet these requirements entitle Herco to seek compensation for resultant expenses and losses (e.g. additional work, wasted travel time, additional transport costs, etc.).

5.2 The customer will carry out any measures necessary to protect Herco's staff and property and will provide Herco with any safety requirements before the work begins. The customer will comply with all statutory health and safety at the workplace requirements – in particular in respect of Herco and its staff. If the customer infringes such requirements thereby causing damage to Herco or its staff, Herco is entitled to claim compensation from the customer, even in the event of minor negligence. A member of the customer's staff must be present in the event of work outside the customer's working hours.

5.3 The customer must also provide suitable recreation and working space with appropriate temperatures for Herco's staff and lockable storage space for Herco's tools and other equipment.

5.4 If the customer breaches these obligations Herco may interrupt the work and assert compensation for any losses incurred.

6. Deadlines and delays

6.1 The duration of the work is largely dependent on the conditions at the assembly site, the support provided by the customer and – in the case of repair work – the extent of the repair work ascertained once the equipment has been dismantled. Thus, if the parties have not set a fixed date within the meaning of 6.2, any data on the likely duration of the work must be regarded as non-binding and approximate.

6.2 Where the work is to be performed on or by an agreed fixed date the following will apply: the period will not begin to run until all commercial and technical questions have been clarified and the customer has fulfilled all obligations to be fulfilled before the work starts (e.g. obtaining all necessary official certificates and permits, advance payments). If this is not the case, the deadline will be extended accordingly. The deadline is deemed to have been met if, on expiry, the work is ready for acceptance by customer or – where stipulated in the contract – for testing. The work is deemed completed if only immaterial parts are missing or immaterial remedial work is necessary provided that this does not impair operability.

6.3 The customer is only entitled to compensation for delay if and to the extent that it can prove that the delay was attributable to Herco, its staff, vicarious agents or an upstream supplier. To the extent that Herco proves that the delay did not give rise to any loss, the claim for compensation owing to delay will be void.

6.4 If the work is delayed owing to omissions or incorrectly performed work on the part of the customer such as failure to meet the obligations in (5), the deadline will be extended accordingly. This also applies where such circumstances occur when Herco is already behind schedule. The customer will bear any costs caused by the delay.



Herco Wassertechnik GmbH

Planckstraße 26
71691 Freiberg am Neckar
T +49 7141 7095-0
F +49 7141 7095-999
info@hercowater.com
www.hercowater.com

Geschäftsführer
Edwin Locker, Sofie Pollet
Amtsgericht Stuttgart
HRB Nr.: 200160
USt ID Nr.: DE146147378
WEEE-Reg.-Nr. DE 82889940

Baden-Württembergische Bank
IBAN DE28 6005 0101 0008 0096 18
Swift/BIC SOLADEST600
VR-Bank Ludwigsburg eG
IBAN DE11 6049 1430 0579 6660 00
Swift/BIC GENODES1VBB

7. Costs of material

7.1 Unless specified and itemised in the order confirmation, the material required for the respective work will be charged according to the material documentation compiled by the Herco employees. This is binding on both parties and must be signed by the customer.

7.2 The costs of material and of using special equipment will be charged according to Herco's current rates.

7.3 The customer may only refuse acceptance if the defects reported prevent or substantially impair normal use or the use stipulated in the contract, otherwise the customer will accept the work subject to the defect(s) being remedied.

8. Acceptance

8.1 The customer is required to accept the work as soon as it is notified that the work is complete. Completion comprises assembly and commissioning. Acceptance takes the form of a written record. Acceptance constitutes confirmation that the work has been properly performed. On acceptance risk passes to the customer. Commissioning by the customer is also deemed to constitute acceptance.

8.2 If acceptance is delayed for reasons outside Herco's control or if the customer puts Herco's work to use for its designated purpose and without reserve or if, after completion of the work, the customer does not notify Herco of any shortcomings, the work will be deemed to have been accepted two weeks after Herco has notified the customer that the work has been completed. Herco will inform the customer of this clause again in its notification of completion.

9. Liability, warranty

9.1 Assembly, repair and other work are subject to the provisions of this clause as well as to the provisions on liability and warranty for defects in Herco's general terms and conditions of supply. If the services are performed by a sub-contractor and not by Herco or its employees, warranty and liability therefor will also be subject to the provisions of the general terms and conditions of supply.

9.2 The customer is entitled by statute to reduce the price of assembly, repair and other work provided it has set Herco a deadline for performance / defect remedy – taking account of any statutory exceptions – and Herco has failed to meet that deadline. In such circumstances, the customer may only withdraw if it has demonstrably no interest in defect remedy or price reduction.

9.3 If, while performing the work, Herco is responsible for damaging a part required for assembly and supplied by Herco or a third party, Herco will repair or replace the part as it sees fit at its own cost. If items on which work is being carried out are damaged or destroyed for reasons for which Herco is not responsible, Herco will still be entitled to the agreed payment.

9.4 Parts replaced will become Herco's property.

10. Invoicing and payment

Invoices will be issued on completion of the work. However, Herco reserves the right to issue interim invoices and invoices for part payments. Invoices will be calculated according to Herco's current rates. Invoices will be payable immediately as of the date issued and without deductions.

Last amended: September 2023