

# General assembly conditions

## of RAY EGELHOF GmbH



Booth: June 2022-

### 1. General

- 1.1 The following terms and conditions govern the provision of assembly, service and repair services (hereinafter referred to as "services") by Ray Egelhof GmbH to merchants within the meaning of §§ 1 ff. HGB, also for future contracts. The services and offers are made exclusively on the basis of these general terms and conditions. At the latest upon acceptance of the services of Ray Egelhof GmbH by the client, these GTC shall be deemed to have been accepted.
- 1.2 Conflicting general terms and conditions of the client shall not apply. Agreements deviating from the following conditions before or at the time of conclusion of the contract require written confirmation in order to be effective.

### 2. Performance, performance period

- 2.1 The scope of the service results from the specifications noted on the order confirmation. In any case, this does not include earthworks, masonry, plastering and chiseling work, as well as work on the foundations, including lifting and pouring out any anchor holes.
- 2.2 The request for a technician should be made at least 10 working days before the start of the service.
- 2.3 The duration of performance and/or the start of performance are only binding if this has been expressly agreed in writing. The performance period shall be deemed to have been met if the service is ready for acceptance by the customer by the time it expires.
- 2.4 If the service has been lost or deteriorated before acceptance through no fault of Ray Egelhof GmbH, Ray Egelhof GmbH is entitled to demand the agreed price for the service less the saved expenses, provided that the work is in the material control of the customer. The same applies to the impossibility of performance by Ray Egelhof GmbH through no fault of its own. The customer may demand a repetition of the service if and to the extent that this can be expected of Ray Egelhof GmbH, in particular taking into account his other contractual obligations. For the repetition, a new remuneration on the basis of the contract prices must be paid to Ray Egelhof GmbH.

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#### 3. Performance price and payment, retention of title

- 3.1 The working time for the service is billed according to expenditure, unless a flat rate has been expressly agreed. The agreed amounts are exclusive of VAT. All payments by the client are to be made in euros.
- 3.2 The billing of the services takes place at the discretion of Ray Egelhof GmbH, in der Regel after their provision. Partial invoices are permissible.
- 3.3 Invoices of Ray Egelhof GmbH are due immediately and are to be paid purely net (without deduction) within 30 days of the invoice date; after expiry of the payment period, default occurs in accordance with § 286 BGB. The deduction of cash discount requires a special written agreement.
- 3.4 The date of receipt of the payment is the day on which the amount is credited. The risk of the payment method shall be borne by the client.
- 3.5 Payments can only be made with debt-discharging effect to the account specified by Ray Egelhof GmbH at the time of invoicing. The employees or representatives of Ray Egelhof GmbH do not have the power of attorney to collect.
- 3.6 The customer is only entitled to offset and withhold payments if his counterclaim results from other legal relationships or is undisputed or legally established by Ray Egelhof GmbH.
- 3.7 All parts that Ray Egelhof GmbH uses in the context of the provision of services in favor of third-party objects, buildings or land remain the property of Ray Egelhof GmbH until full payment of the service price, unless they have become an essential part of the third-party object, building or land.

#### 4. Working hours and remuneration

- 4.1 The personnel employed by Ray Egelhof GmbH for the provision of services ("personnel") adapts, as far as possible, to the working hours introduced by the client.
- 4.2 The contracting authority shall certify the working time and performance of the staff on the workcards submitted to him.

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- 4.3 The necessary travel time (including arrival and departure times) is calculated as working time. Waiting time at the client's premises is also calculated as working time, as well as if the staff is prevented from working the full working time at the client through no fault of his own. For overtime and work on Sundays and public holidays, the billing rates for services of Ray Egelhof GmbH valid at the time of service provision apply.
- 4.4 The client must inspect the work performed immediately after the provision by the staff and, if a defect or reason for complaining about the service provided is recognizable, immediately notify Ray Egelhof GmbH. If the client fails to make the notification, the service shall be deemed to have been approved, unless it is a defect or reason for complaint that was not recognizable during the examination. If such a defect or reason for complaint later becomes apparent, the notification must be made immediately after discovery, otherwise the service shall also be deemed approved in view of this defect or complaint. To preserve the rights of the seller, the timely dispatch of the notification is sufficient.

## 5. Travelling expenses

The travel expenses of the staff (including the costs of transport and transport insurance of personal luggage as well as the tools carried and shipped) will be invoiced to the client according to the expenses of Ray Egelhof GmbH, rental cars according to receipt, flight costs according to expenditure.

## 6. Cooperation of the client

- 6.1 The client must support the staff in carrying out the services at his own expense.
- 6.2 All auxiliary materials for the assembly and commissioning of a plant as well as, for example, lubricating materials, water, compressed air and electricity must be made available on site at the expense of the customer.
- 6.3 The client must take the special measures necessary for the protection of persons (in particular its own employees) and property at the place of use and is responsible for compliance with the statutory provisions on occupational health and safety (including ArbSchG, ArbStättV, DGUV regulation 1) if and to the extent that the personnel are on his premises or on his premises as intended. In particular, the client must ensure

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sufficient lighting for the workplace. He must ensure and monitor compliance with the applicable building police regulations by means of appropriate measures. He shall also inform the staff of any specific safety regulations in place to the extent that they are relevant to the staff. He notifies Ray Egelhof GmbH of violations of such safety regulations by the staff. Ray Egelhof GmbH reserves the right to suspend the work until the above requirements are met. Any resulting additional costs shall be borne by the client.

- 6.4 The assembly site and the installation site for the equipment supplied by Ray Egelhof GmbH as well as the supplies not included in the scope of delivery must comply with the accident prevention regulations of the responsible employers' liability insurance association.

#### 7. Technical assistance provided by the client

The client is obliged to provide technical assistance at his own expense, in particular and depending on the circumstances to:

- a) provision of the necessary suitable auxiliary staff (locksmiths and other specialists, henchmen) in the number and time required for the services; the auxiliaries must follow the instructions of the head of operations. Ray Egelhof GmbH assumes no liability for the assistants. If a defect or damage has been caused by the auxiliary staff due to instructions of the head of operations, No. 10 shall apply accordingly.
- b) Provision of the necessary equipment and heavy tools (e.g. set-up and lifting equipment, scaffolding, compressors, vacuum systems) as well as the necessary commodities and materials (e.g. armoured timbers, wedges, underlays, sealing material, lubricants, etc.).
- c) Provision of heating, lighting, operating power, water, compressed air including the necessary connections.
- d) Provision of necessary dry and lockable rooms for the storage of personnel's tools.
- e) Transport of the parts at the assembly site, protection of the assembly site and materials from harmful influences of any kind, cleaning of the assembly site.
- f) Provision of suitable theft-proof lounges and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for staff.

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- g) Provision of the materials and performance of all other actions necessary for the adjustment and/or testing of the object of performance.

The technical assistance provided by the client must ensure that the services can be started immediately after the arrival of the personnel and can be carried out without delay until acceptance by the client.

If the customer does not comply with his obligations, Ray Egelhof GmbH is entitled, but not obliged, after a reasonable period of notice, to carry out the actions incumbent on the customer in his place and at his expense. In all other respects, the statutory rights and claims of Ray Egelhof GmbH remain unaffected.

## 8. Decrease

- 8.1 The client is obliged to accept the services as soon as he has been notified of their termination and any contractually provided testing has taken place. If the services prove not to be in accordance with the contract, Ray Egelhof GmbH is obliged to remedy the defect at its own expense. This does not apply if the defect is based on a circumstance attributable to the client. If there is a non-essential defect, the customer may not refuse acceptance if Ray Egelhof GmbH expressly acknowledges the obligation to remedy the defect.
- 8.2 If the acceptance is delayed without Ray Egelhof GmbH being responsible for the delay, the acceptance shall be deemed to have taken place after two weeks from notification of the termination of the services.
- 8.3 With the acceptance, the liability of Ray Egelhof GmbH for recognizable defects ceases to apply, unless the customer has reserved the right to assert a specific defect.

## 9. Spares

If, during the provision of the services, a part delivered by Ray Egelhof GmbH is damaged through the fault of Ray Egelhof GmbH, Ray Egelhof GmbH must repair it at its own discretion at its own expense or deliver it anew.

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#### 10. Liability

- 10.1 Claims for damages and reimbursement of expenses (hereinafter referred to as claims for damages) against Ray Egelhof GmbH, its executive employees or vicarious agents, regardless of the legal grounds, in particular due to breach of obligations arising from a contractual obligation and from tort, are limited in accordance with the following provisions:
- 10.2 Ray Egelhof GmbH is not liable in the event of simple negligence on the part of its executive employees or vicarious agents, unless it is a violation of essential contractual obligations. An essential contractual obligation in the case of contracts for work and services is the delivery or manufacture of a defect-free contractual object and, if necessary, its transfer of ownership to the customer. An essential contractual obligation in the case of service contracts is the provision of the service requested by the client.
- 10.3 Insofar as Ray Egelhof GmbH is liable on the merits, the claim for damages is limited to the contractually typical, foreseeable damage. Indirect damages and consequential damages are only liable for compensation if they are typically to be expected when the item in question is used as intended.
- 10.4 The above exclusions and limitations of liability apply to the same extent in favor of the executive employees and vicarious agents of Ray Egelhof GmbH. The limitations of this para. 10 do not apply to the liability of Ray Egelhof GmbH or its executive employees and vicarious agents in the event of intent, gross negligence on the part of the organs or executive employees, culpable injury to life, body, health, defects that have been fraudulently concealed or whose absence has been guaranteed and in the event of defects in a delivery item, if and to the extent that liability is assumed under the Product Liability Act for personal injury or property damage.
- 10.5 The client is liable in accordance with the statutory provisions for the loss of objects on the construction site. He must observe the usual care for the storage, but at least the customary care.

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#### 11. Privacy

Ray Egelhof GmbH and the client undertake to observe all applicable data protection regulations when processing personal data and to take the necessary technical and organizational measures for data security.

#### 12. Secrecy

12.1 The client is obliged not to disclose to third parties all confidential information (including business secrets) that he learns in connection with this contract and its execution. Confidential information is information that is marked as confidential or whose confidentiality results from the circumstances, regardless of whether it has been communicated in written, electronic, embodied or oral form. This includes, in particular, technical specifications of the delivery items, information on business partners of Ray Egelhof GmbH or affiliated companies as well as content of research and development.

12.2 No confidential information in the above sense is information that

- a. were obvious or known to the client in the case of transmission or have become so retrospectively;
- b. have been made available to the client without breach of law by third parties; or
- c. the client has developed himself without the use of confidential information.

12.3 The client is prohibited from obtaining confidential information by means of reverse engineering. "Reverse engineering" refers to all actions, including observation, testing, investigation and dismantling and, if necessary, reassembly, with the aim of obtaining confidential information.

12.4 The confidentiality obligation pursuant to paragraph 1 shall not apply except in the cases of § 5 GeschGehG even if the client is obliged to disclose the confidential information by law or on the basis of an existing or legally binding official or court decision. In this case, the client will inform Ray Egelhof GmbH immediately of the obligation to disclose. In addition, in the course of the disclosure, the client will indicate that these are trade secrets, if this is the case, and will work to ensure that the provisions of §§ 16 et seq. GeschGehG are used.

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12.5 If the client violates his obligations under this section 12, he owes a contractual penalty to be determined at the reasonable discretion of Ray Egelhof GmbH, the appropriateness of which must be checked by the competent regional court in the event of a dispute, unless he is not responsible for the breach of duty.

### 13. Force majeure

In the event of force majeure, the contractual partner concerned is not responsible for the resulting delay or impossibility. In such a case, the delivery time shall be extended accordingly. Force majeure means in particular (i) war (declared or not declared), hostilities, attack, actions of foreign enemies, extensive military mobilization, riots; (ii) civil war, riot rebellion and revolution, military or other seizure of power, coup, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful acts of office, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, severe weather, destruction of equipment, prolonged failure of means of transport, telecommunications, information systems or energy; (vii) general labour unrest such as boycott, strike and lockout, strolling strike, occupation of factories and buildings; (viii) lack of work and raw materials, lack of port and unloading capacity, serious transport accidents and other reasons beyond the control of a contractual partner.

### 14. Applicable law, place of jurisdiction

14.1 Unless otherwise agreed, the law of the Federal Republic of Germany shall apply to all disputes arising out of or in connection with these conditions or such disputes arising from or in connection with agreements concluded under the inclusion of these Terms and Conditions of Purchase, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.2 If the client is a merchant, a legal entity under public law or a special fund under public law, the agreed place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be our registered office in Waiblingen-Neustadt. However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and



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Conditions of Purchase or a priority individual agreement or at the registered office of the supplier or before other competent courts. Mandatory statutory provisions, in particular on exclusive responsibilities, remain unaffected.

RAY Egelhof GmbH  
Stuttgart Straße 60  
D-70736 Fellbach Germany  
Phone +49 (0)711-952826-0  
Fax..+49 (0)711-952826-19

Commerzbank AG – Stuttgart  
IBAN EN08 6008 0000 0908 8398 00  
BIC DRESDEFF600  
[info@ray-egelhof.com](mailto:info@ray-egelhof.com)  
[www.ray-egelhof.com](http://www.ray-egelhof.com)

District Court Stuttgart HRB 769915  
Managing Director Dr.-Ing. Stephan Wild  
Vat-ID-No. En 815 832 601  
Tax No. 90494/21257  
EORI DE 991019456654290