THE FORMWORK

NOE®
Terms and Conditions

A General NOE Terms and Conditions

1. Scope

1.1 The NOE Terms and Conditions apply only for business transactions with businesspersons as defined by § 14 of the German Civil Code (BGB), legal persons under public law or a special fund under public law.

1.2 The NOE Terms and Conditions apply for all deliveries and services, including those in the future, provided within the framework of an enduring and intended business relationship, even if the NOE Terms and Conditions were not subsequently expressly agreed for a specific delivery and/or service. Other rulings, in particular the terms and conditions of the contractual partner, shall not be part of the contract, even if NOE has not expressly objected to them.

1.3 The General NOE Terms and Conditions apply for all contractual relationships, whereby the Special Conditions under B shall apply as a supplement and with priority for sales, the Special Conditions under C shall apply as a supplement and with priority for the rental of formwork, formwork elements, accessories and other movable items and the Special Conditions under D shall apply as a supplement and with priority for ancillary services for rental and purchase contracts and assemblies.

1.4 References to the applicability of statutory provisions are for the purposes of clarification only. Even without a clarification of this kind, statutory provisions therefore apply if they have not been directly amended or expressly excluded in the NOE Terms and Conditions.

2. Quote, Contract Conclusion and Prices

2.1 Quotes from NOE are non-obligatory. NOE is only bound by its quote if the quote is described as binding expressly and in writing. In this case, the commitment expires at the end of the commitment period cited in the quote.

2.2 A contract only comes into being once written confirmation has been provided by NOE.

2.3 All prices exclude statutory value added tax. Unless there are rulings to the contrary below, all prices exclude packaging, freight, insurance and assembly costs. Any customs, charges, taxes or other public duties shall be paid by the contractual partner.

2.4 If material and raw material prices, wages or salaries or manufacturing costs increase between contract conclusion and delivery, NOE is entitled to raise the agreed prices in accordance with the increase, taking account of any reductions in prices in other cost groups. On request, NOE shall provide the contractual partner with evidence of the price adjustment factors and their specific increase.

2.5 Individual agreements made in one-off cases with the contractual partner (including collateral agreements, supplements and changes) shall always have priority over the NOE Terms and Conditions. A written contract or written confirmation from NOE is decisive for the content of such agreements, subject to proof to the contrary.

3. Delivery

3.1 Delivery terms and dates are only regarded as binding if they were expressly agreed in writing.

3.2 NOE's delivery obligations are subject to NOE obtaining delivery itself in a proper and timely manner.

3.3 If the provision of services by NOE is hampered or delayed as a result of force majeure or other circumstances that are not the responsibility of NOE, the periods shall be extended, and the deadlines postponed in accordance with the effects of the particular circumstances, plus an appropriate start-up time. Other circumstances include in particular walkout, strike, lockout, government bans, energy and transport problems and operational disruptions.

3.4 Delivery is ex NOE warehouse. At the request and expense of the contractual partner, the contractual item shall be shipped to another destination. The contractual partner shall bear the risk of accidental loss or accidental impairment of the contractual item, and for the risk of delays as of handover to the carrier or freight forwarder or to the contractual partner itself. The shipping method and packaging such as mesh-sided boxes, stacking pallets, transport containers, etc. can be decided by NOE, taking account of the interests of the contractual partner.

3.5 If the contractual partner does not call off the ordered contractual items on an agreed call-off date, the contractual partner is deemed to be in default without further prompting. In addition to the transfer of risk pursuant to § 300 of the German Civil Code (BGB), the contractual partner must, as of this point in time, pay the required additional costs, in particular storage costs (§ 304 German Civil Code, BGB).

4. Liability

4.1 NOE shall be liable within the scope of the statutory regulations. Deviating from this, in the event of slight negligence NOE is only liable insofar as there is a breach of a fundamental contractual obligation the fulfilment of which makes the proper execution of the contract possible in the first place and the observance of which the contractual partner regularly relies upon, or the breach jeopardises achievement of the contractual purpose. In the event of liability due to slight negligence, the damage is limited to a foreseeable amount that is typical for such a contract. The aforementioned limitations of liability shall not apply in the event of mandatory legal liability pursuant to product liability law or in the case of a defect after transfer of a warranty for the quality of the contractual item or a fraudulent concealment by NOE of defects, or an injury to life, body or health. The provisions regarding the burden of proof shall remain unaffected by this. In the event of rental contracts, no liability is accepted for any safety and health plan (SiGeKo plan) of the hirer, in particular with regard to assembly instructions, risk analyses and other safety-relevant data.

4.2 If NOE's liability is excluded or limited, this also applies for the liability of legal representatives, employees and vicarious agents of NOE.

4.3 In the event of a delay, a possible damage caused by delay for the contractual partner is set at 0.5 % of the contractual volume of the delayed product or service per week, however at most 5 % of the contractual price in total. NOE is entitled to demonstrate that the contractual partner suffered no damages, or significantly lower damages than the aforementioned flat rate.

4.4 For rental, the contractual price pursuant to Clause 4.3 is the rental fee (excluding sales tax) for the agreed rental period. If the rental relationship was not entered into for a specific period of time, the contractual price is the rental fee (excluding sales tax) for six months.

5. Offsetting, Rights of Retention and Transfer

5.1 Offsetting is only possible for claims that have been enforced by law or recognised by NOE.

5.2 The contractual partner has no rights of retention unless the counter-claim on which the right of retention is based has been enforced by law or recognised by NOE. In this case, the right of retention shall not become not due until the end of one month after announcement of assertion by the contractual partner.

5.3 The contractual partner may transfer claims against NOE – of whatever kind– only with the written consent of NOE. NOE is obliged to consent unless there is good cause.

6. Quality of the Contractual Item

Particular properties of the contractual item are only assured if they were expressly confirmed by NOE.

With regard to the quality features to be met, this does not relate to warranties within the meaning of § 639 and § 444 of the German Civil Code (BGB), even if in individual cases the term “warranty” or “assured property“ may have been erroneously used in the contract and/or its annexes.

After payment of any compensation for the failure to meet guaranteed quality features, further claims - of whatever kind and for whatever legal reason - are excluded. The maximum amount for the total compensation including compensation for delay is limited to 20% of the order value.

The rights and claims of the customer due to non-compliance with or failure to meet quality features result solely from the contract concluded between NOE and the contractual partner.

7. Formwork Drawings, Technical Documents

If NOE produces formwork drawings or other technical documents or makes suggestions for executing formwork or formwork drawings, NOE reserves the right to charge for the work involved. The applicable hourly rates can be found in the NOE service price list (project processing) in the version valid at the time of contract conclusion. All documents and drafts provided by NOE in this case must be carefully checked by the contractual partner in each individual case. The contractual partner is responsible for compliance with all relevant laws, ordinances and safety and accident protection regulations.

8. Other Rulings

8.1 The reproduction or imitation of articles delivered by NOE, be this for the contractual partner's own use or for commercial purposes, is forbidden without the express consent of NOE. This applies even if no industrial property rights (patents, utility models etc.) exist for these articles.

8.2 NOE shall retain all rights to title and copyright for diagrams, drawings, calculations and other documents. Documents expressly labelled "confidential" may not be forwarded to third parties.

9. Applicable Law, Place of Fulfilment and Place of Jurisdiction

9.1 The legal relationships between NOE and the contractual partner are subject exclusively to German law under exclusion of the international uniform law, in particular the UN Sales Convention.

9.2 The place of fulfilment is Süssen.

9.3 The sole place of jurisdiction for all disputes arising from the contract is Ulm (Donau). However, NOE and the contractual partner are entitled to bring proceedings against the other party at its general place of fulfilment (§§ 12, 13 German Code of Civil Procedure) .

10. Binding Nature of the German Version

The German version of the NOE Terms and Conditions is binding. The English version is a translation for information purposes only.

B Special NOE Terms and Conditions for Sales

For the sale of formwork, formwork elements, accessories and other movable items, the following rulings apply with priority over the General NOE Terms and conditions (section A.):

1. Terms of Payment

Invoices are due 30 days after the invoice date. If the payment is made in cash or by bank transfer within 8 days of the invoice date, a 2 % cash discount is granted on the pure value of the goods. No cash discount is granted on planning services or assembly.

2. Interest after Due Date

If payment deadlines are not met, NOE is entitled, as of the due date, to claim statutory interest after the due date (§ 352 Paragraph 1 German Commercial Code, HGB).

3. Partial Deliveries

Partial deliveries by NOE are permitted.

4. Compensation in the Event of Withdrawal Due to Breach of Duty by the Contractual Partner (Hereinafter also referred to as the "buyer")

Should NOE withdraw from the contract as a result of non-fulfilment of a payment obligation or breach of duty by the buyer, or take back the purchased item for any other reasons due to retention of title, NOE can – without forgoing the possibility of claiming higher damages – in any case demand the following as compensation for damages: in the event of withdrawal within the first month of transfer for use: 15 % of the purchase price, for each further month 7.5 % of the purchase price however at most in total 70 % of the purchase price: in the event of custom-made products in total 100 % of the purchase price, in fractions of months as of the second month of transfer for use 1/30 of the flat rate per calendar day, unless the contractual partner proves lower damages.

5. Receipt of the Purchased Item

5.1 The purchased item is to be received by the buyer even if said item exhibits minor defects.

5.2 The buyer must inspect the purchased item immediately after handover and give notice of obvious defects without delay. The obligation of inspection, notification and rejection is governed by § 377 of the German Commercial Code (HGB).

6. Retention of Title

6.1 All delivered items remain the property of NOE up until full payment of all present and future claims from the purchase contract and an ongoing business relationship.

6.2 Retention of title remains unaffected by any recovery of individual claims on current accounts or by offsetting or by acknowledgement of individual claims.

6.3 The buyer is entitled to continue to sell and/or process the goods under retention of title within the scope of ordinary business activities until such an entitlement is revoked. In the event of the resale of goods under retention of title, the buyer herewith transfers to NOE all rights arising from the resale, with all ancillary rights and priorities before other creditors. NOE shall accept the transfer. Pledging or assignment by way of security is not granted to the buyer.

6.4 NOE authorises – subject to revocation – the buyer to recover the claims transferred according to Clause 6.3 within the scope of ordinary business activities, provided

6.4.1 The buyer fulfils its payment obligations with respect to NOE and third parties and

6.4.2 At the request of NOE, the buyer names the debtors of the claims described under 6.3 and notifies these of the transfer, if NOE demands this. NOE can itself provide notification of transfer.

6.5 The right to resale expires if insolvency proceedings or judicial settlement proceedings are opened. The same applies for the use and installation of goods under retention of title and for the direct debit mandate if a cheque or bill of exchange is protested. In these cases, NOE is entitled to collect the goods under retention of title.

6.6 As long as ownership has not been transferred to the buyer, the buyer is obliged to treat the goods under retention of title with care. In particular the buyer is obliged to sufficiently insure these, at its own expense, against theft, fire and water damage at the replacement value in accordance with the NOE price list for new parts valid at the time of contract conclusion, and, at NOE's request, provide proof of the conclusion and scope of the insurance policy. In the event of a claim, the buyer is obliged on request to transfer the claims against the buyer's insurance company to NOE. If maintenance work must be carried out, the buyer must perform this in a timely manner at its own expense.

6.7 If goods under retention of title are processed further, this is done for NOE such that no obligations arise therefrom for NOE. If further processing is carried out using items that are not the property of NOE, NOE is entitled to a co-ownership share in the new item to the amount that the value of the goods under retention of title have in proportion to the other items at the time of processing. The same applies for cases of mixing.

6.8 If enforcement measures are carried out for the goods under retention of title or transferred claims, the buyer must immediately notify NOE of this and provide the documents and share the information needed for an objection.

6.9 If the buyer installs goods under retention of title are installed in the property as a significant component, the buyer herewith transfers the resulting claims for remuneration against the third party to the value of the goods under retention of title with all ancillary rights, including the right for granting a claim-securing mortgage. NOE shall accept the transfer.

6.10 In the event of a breach of contract by the buyer, in particular in the event of non-payment of the purchase price, NOE is entitled to withdraw from the contract in accordance with legal regulations and/or demand the goods due to retention of title. The demand to hand over these goods is not automatically a declaration of withdrawal; rather, NOE is entitled to merely demand the goods and reserve the right to withdraw. If the buyer does not pay the due purchase price, NOE may assert these right if NOE set the buyer an appropriate deadline for payment without success or the setting of a deadline of this kind is not necessary according to the legal provisions. NOE is expressly entitled to enter the construction site to collect the goods under retention of title if NOE has previously set an appropriate deadline for fulfilment of the demand to return the goods without success or the setting of a deadline of this kind is not necessary according to the legal provisions. Agreement on the part of the property owner/building client is expressly ensured.

6.11 NOE agrees to release, at the buyer's request, the buyer's securities if the value of the recoverable securities exceeds the claims to be secured by more than 20%. NOE shall choose the securities to be released.

7. Warranty

7.1 In the sale of used goods, any warranty is excluded except in the case of injury to life, body or heath, a mandatory legal liability pursuant to product liability law , in the case of a defect after transfer of a warranty for the quality of the contractual item or a fraudulent concealment by NOE of defects.

7.2 In the event of subsequent fulfilment by NOE, the retention of title (Clause 6) extends to the replacement materials or those used to repair the defect.

7.3 If the contractual item is defective, NOE may choose between replacement and repair. NOE must be given an appropriate period of time to make any repairs.

7.4 The costs to be reimbursed according to § 439 Paragraph 2 of the German Civil Code (BGB) are limited to the purchase price. NOE must bear any subsequent fulfilment costs only to the extent that these did not arise through the fact that the contractual item was provided at a place other than the place of fulfilment. The buyer's claims against NOE expire one year after delivery of the goods.

C Special NOE Terms and Condition for Rental

For the rental of formwork, formwork elements, accessories and other movable items, the following rulings apply with priority over the General NOE Terms and conditions (section A.):

1. Rental Contract

1.1 The dimensions of the formed surface, the time in which the formed surface is to be completed and the concrete scheduling will only be a binding part of the rental contract if they are specified by the contractual partner (herein after also referred to as "hirer") and expressly confirmed by NOE. This information should be provided by the hirer prior to contract conclusion, in particular by submission of construction plans, works planning and construction programmes (building schedule plan) by the hirer prior to contract conclusion.

1.2 NOE can replaced offered parts by other parts that fulfil the same purpose.

1.3 Squared timbers, plywood formwork facing and small parts – such as bolts, nails etc. – must either be provided by the hirer or shall be charged to the hirer at NOE's valid sales list prices.

1.4 For instruction and assembly – following timely prior agreement – NOE shall provide a formwork foreman in accordance with the conditions for additional services and assembly (see D.).

2. Quality of the Rented Item

2.1 As a rule, rented items are used items; the target quality is evaluated according to guideline "Qualitätskriterien von Mietschalungen" [Quality Criteria for Rental Formwork] from the Güteschutzverband Betonschalungen e.V. (GSV) in the version dated December 2011. This guideline is available to download from www.gsv-betonschalungen.de or can be requested free of charge at any time via fax to +49 7162 13389 or e-mail to info@noe.de.

2.2 If the rented items need to meet particular requirements or particular properties, these are only part of the contract if this was expressly agreed. Particular requirements and particular properties refers for example to rented items that can produce exposed concrete in a particular quality, or those that are used in multilayer operation or are exposed to steaming or other unusual stresses. In this context, we refer to GSV publication "Empfehlungen zur Planung, Ausschreibung und zum Einsatz von Schalungssystemen bei der Ausführung von Betonflächen mit Anforderungen an das Aussehen" [recommendations for the planning, tender and use of formwork systems in the execution of concrete surfaces with appearance requirements] (www.gsv-betonschalungen.de).

3. Use of Rental Formwork

3.1 The hirer must observe the rules in the NOE Assembly and Operating Manual and the corresponding laws relating to occupational safety, each in the valid version, and in particular the accident prevention regulations (UVV) of the professional associations. The Assembly and Operating manuals are available to download from www.noe.de or can be requested free of charge at any time via fax to 07162 13389 or e-mail to info@noe.de.

3.2 The hirer is obliged to treat the rented items with care, to store them correctly and take all measures to maintain the value and suitability for use of the rented items. The rented items are intended for a normal use of 8–9 hours/day. In the case of multi-shift operation, steaming and other unusual loads with correspondingly high wear, the hirer must obtain written agreement from NOE immediately and before first-time use of the rented items.

3.3 The hirer must constantly monitor the rented items at the place of use and remove any faulty parts.

3.4 The hirer must carefully protect the rented material against theft. In cases of theft, the hirer is obliged to inform NOE in writing and notify the relevant regulatory agencies. NOE must be immediately sent a copy of the police report.

3.5 Rental formwork and other rented items cannot be rented on or loaned to third parties, and the provision of said items to third parties or to the disadvantage of NOE is prohibited unless NOE has provided its consent for this. Use of the formwork by a subcontractor of the hirer does not require consent within the meaning of the aforementioned sentence.

3.6 Moving the rented material to a construction site other than the one named in the rental contract requires the express agreement of NOE.

4. Ancillary Services

The hirer can order additional services from NOE. These include, for example: Engineering services in the form of structural design calculations or formwork utilisation planning, transportation and logistics services, repair of damage caused by incorrect handling of the formwork material, cleaning and return of the formwork material. The costs for the ancillary services shall be borne by the hirer.

5. Prices, Rental Term, Payment, Deposit

5.1 Unless otherwise agreed, the NOE price list in the version valid on conclusion of the contract shall apply for the rent and the remuneration of ancillary services.

5.2 Rental invoices are due 10 days after the invoice date.

5.3 No cash discount is granted on rental invoices.

5.4 The minimum rental term is one month unless an agreement to the contrary is made in the contract. When determining the rental rate for calendar days, it is assumed that the month has 30 days, unless an agreement to the contrary is made in the contract.

5.5 The rental period starts on the day on which the rented items leave the NOE warehouse and ends when they are received in the contractually agreed rental warehouse.

In the event of rented items to be pre-assembled by NOE at the construction site, the rental period start on the assembly day agreed in the rental contract, provided this is appropriate.

5.6 Delivery of the rented material can be made dependent on the payment by the hirer of a deposit of at most three times the amount of rent due in one month (including sales tax). If claims against the hirer arise during or after the rental relationship, NOE is entitled to satisfy claims from the deposit.

6. Usage Risk

The risk of using the rental formwork shall be borne by the hirer. Clause 4 of the General NOE Terms and Conditions remains unaffected.

7. Delivery

7.1 Shipping, freight, packaging and unloading costs shall be borne by the hirer. The hirer shall also pay the costs for waiting times during loading and loading at the construction site if these times exceed two hours, unless the hirer is not responsible for the waiting times.

7.2 The rented items shall be accepted by the hirer unless they have significant defects.

7.3 After delivery, the hirer must, insofar as this is possible in the ordinary course of business, inspect the rented items for completeness and functional suitability and if there is a defect, inform NOE immediately and in writing. If the hirer fails to provide this notification, the goods are considered to have been approved, unless the defect is one that could not be identified during the inspection.

7.4 If a defect of this kind that could not be identified during the inspection is later revealed, NOE must be notified as soon as the defect is found, otherwise the goods are considered to have been approved despite this defect.

7.5 To uphold the rights of the hirer, the timely sending of the notification is sufficient. If NOE fraudulently concealed a defect, NOE cannot rely on the aforementioned provisions.

8. Return Delivery

8.1 The return delivery of the rented items shall be at the hirer's expense and risk. Transport insurance shall only be taken out at the hirer's express wish and expense.

8.2. The hirer is obliged to return the rented items in full, in their original technical state, without damage over and above normal wear, in a cleaned, reusable and disassembled state, bundled by size, on pallets and/or in a manner suitable for unloading with a forklift truck.

8.3 Unusable or lost rental items shall be replaced by the hirer in accordance with statutory regulations. Unusable refers to rental items that can no longer by repaired at reasonable expense. Subject to sentence 1, the hirer must also bear the costs for disposing of scrap parts, for example cut beams.

8.4 The hirer must return the rented items to the agreed warehouse unless an agreement to the contrary is expressly made on contract conclusion. Clause 7.1 applies accordingly for the return delivery of the rented items.

8.5 The hirer must prove the complete return of the rented items. If the hirer's own equipment is mixed with the rented items, the hirer bears the burden of proving which of the mixed equipment is rental items and which is its own equipment. In cases of doubt, NOE is entitled to designate and pick from the mixed items those that are to be regarded as rented and to demand their return at the end of the rental contract.

8.6 If rented items are not returned, or if irreparably damaged rental items are returned, NOE shall charge for the missing and damaged parts based on the NOE price list for new parts, in the version valid at the time of contract conclusion, minus 15%. The invoice amounts incurred are due 10 days after the invoice date.

9. Cleaning and Damage

9.1 If cleaning is carrier out by the hirer before return of the rental formwork, this must be done in a quality that meets the guidelines of the Güteschutzverband Betonschalungen e. V. (GSV) for handling and care instructions for formwork systems in the version dated April 2003, unless an agreement to the contrary is made. This guideline is available to download from www.gsv-betonschalungen.de or can be requested free of charge at any time via fax to +49 7162 13389 or e-mail to info@noe.de.

9.2 Wear as a result of proper use is covered in the rental price. This does not include damage to the formwork caused by a breach of obligation on the part of the hirer. Damage here includes, in particular, breaks, cuts or drill holes in formwork lining of frame and element formwork. The provisions regarding the burden of proof shall remain unaffected. The costs incurred as a result of repair or cleaning shall be borne by the hirer, unless the hirer was not responsible for the damage. The invoice amounts incurred are due 10 days after the invoice date.

9.3 Because of the expertise required, repairs may only be carried out by NOE.

10. Signage

10.1 NOE is entitled to attach to the rented items advertising of an appropriate size for its company and its products.

10.2 The attachment of advertising for the hirer or third parties, in particular the building client, requires prior written consent from NOE if an alteration to the substance of the rental items is required for this.

10.3 The costs for attaching advertising for the hirer or third party shall be borne by the hirer.

11. Extraordinary Termination

11.1 NOE has the right to extraordinarily terminate the rental contract at any time for good cause. Good cause within the meaning of the aforementioned sentence includes, in particular:

11.1.1 The hirer is more than 10 days in arrears with payment of a full monthly rent or

11.1.2 An application for insolvency is made or insolvency proceedings are initiated against the hirer's assets, whereby the rights of the insolvency administrator remain unaffected or

11.1.3 The hirer continues to use the rented items in breach of contract despite being issued with a warning.

11.2 The costs incurred by taking back the items shall be borne by the hirer. In the event of a termination, further use pursuant to § 545 of the German Civil Code (BGB) is herewith opposed.

12. Processing of the Terminated Contract

12.1 After a termination for a reason stated in Clause 11.1, NOE is expressly entitled to enter the construction site to collect the rented item. The hirer shall ensure the agreement of the property owner/building client.

12.2 The hirer is not entitled to use the rented item after expiry of the rental term. If the hirer continues to use the rented item, NOE is entitled to claims costs and compensation for use of at least the contractually agreed rent.

13. Insurance

13.1 The hirer is obliged to sufficiently insure the rental item, at its own expense, against theft, fire and water damage at the replacement value in accordance with the NOE price list for new parts valid at the time of contract conclusion, and, at NOE's request, provide proof of the conclusion and scope of the insurance policy.

13.2 In the event of a claim, the hirer is obliged on request to transfer the claims against the hirer's insurance company to NOE.

13.3 The rent claims of NOE that have arisen up to the time of the claim remain unaffected.

D Special NOE Terms and Conditions for Ancillary Services and Assembly

1. Term

Ancillary services are engineering services in the form of structural design calculations or formwork utilisation planning, transportation and logistics services, repair of damage caused by incorrect handling of the formwork material, and cleaning on return of the formwork material. The costs for ancillary services, assembly and disassembly services shall be borne by the contractual partner (hereinafter also referred to as the "ordering party").

2. Assembly Plans

2.1 If pre-assembly is carried out, the ordering party shall receive the assembly plan prior to pre-assembly at an appropriate time and protecting the interests of NOE and the ordering party.

2.2 The NOE assembly plans must meet the recognised rules of engineering.

2.3 The ordering party shall check these assembly plans within an appropriate period of time. The ordering party shall countersign the plans as soon as they have been checked and return them to NOE by way of approval or immediately inform NOE in writing if the ordering party wants them to be changed. If, despite a written request from NOE, this notification of requested changes or approval is not provided within the period specified by NOE, which must take account of the ordering party's interests, the plans shall be considered to have been approved, unless the plans cannot be approved.

3. Formwork Foreman

3.1 The request for a formwork foreman should be made as early as possible and at the latest one week before the formwork activity.

3.2 The working hours as well as travel and waiting hours must be continuously confirmed to the formwork foreman on the "Proof of Assembly Costs" form.

4. Acceptance

4.1 When the assembly work has been completed and notification of completion has been provided by NOE, acceptance shall be carried out immediately. Acceptance is carried out at the place of assembly.

4.2 An acceptance report shall be produced and signed by the ordering party and NOE.

4.3 If the ordering party does not attend the acceptance meeting, the assembly service is considered to have been accepted, insofar as this is defect-free. Minor defects shall be disregarded.

5. Ordering Party's Obligations

5.1 The ordering party shall at its own expense take the measures required to protect persons and objects at the place of assembly.

5.2 The ordering party only bears no liability for damage if the ordering party was not responsible for this damage.

5.3 The ordering party must provide the required tools and connections as well as sufficient lighting at no charge, ensure working conditions that apply with safety regulations and obtain any required approvals and permits in good time.

6. Assembly and Disassembly Work

6.1 Any transportation costs or costs for machine use (crane etc.) shall be borne by the ordering party. The ordering party shall also pay NOE's travel and accommodation costs, provided these are reasonable. For costs, the following shall apply:

6.1.1 For a calculation of travel expenses, Süssen is considered the place of departure.

6.1.2 If NOE employees conduct assembly work in the vicinity for more than one week, the ordering party, the ordering party agrees to pay for a journey to the family home once a week, or if the employee stays at the location, to pay accommodation costs and an allowance.

6.1.3 If the place of assembly is more than 300 km from Süssen, the following special ruling applies for the journey home:

6.1.3.1 The cost rate of a working hour, travel hour or waiting hour can be found in the valid version of the NOE services price list (assembly and disassembly work).

6.1.3.2 The allowance per day of absence can be found in the valid version of the NOE services price list (assembly and disassembly work).

6.1.3.3 The costs per km travelled (from and back to Süssen) can be found in the valid version of the NOE services price list (assembly and disassembly work).

6.1.3.4 Any other costs shall be reimbursed against evidence of the costs.

6.2. The aforementioned costs shall be invoiced on completion of the assembly work and are due for payment 10 days after invoice date. If the work extends over a period of more than one month, monthly interim billing can be carried out.

6.3 For the assembly to begin immediately and continue unhampered, the materials and tools must be brought to the construction site before the assembly staff arrive and all preparatory work completed. During assembly, the assembly staff must be provided with the necessary ancillary staff and equipment to ensure smooth assembly.

7. Additional Costs

7.1 If assembly work is interrupted due to construction factors, organisation of the construction site or other reason caused by the ordering party, the ordering party shall bear the necessary additional costs.

7.2 The same applies for additional costs in excess of the placed order, in particular for altered assembly work and services and for other unforeseeable difficulties that are the responsibility of the ordering party.

7.3 Minor additional costs shall be disregarded.

8. Payment

The provisions for rental (C. 5.2) apply accordingly for payment.

9. Engineering and Structural Design Services

The costs for structural design calculations and planning services shall be borne by the ordering party.

NOE-Schaltechnik Georg Meyer-Keller GmbH + Co. KG

Headquarters: Süssen
Registry court: Ulm HRA 540616

Personally liable partner:
NOE Beteiligungs-Gesellschaft mbH
Headquarters: Süssen
Registry court: Ulm HRB 540191

Managing director: Dipl. Wi-Ing. Christian Basedow, Dipl. oec. Stefan Blessing, Dipl. Betriebswirt (FH) Bernd Fetzer

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Date: 03.2020

2020-03 / 995420