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Krinner Compressed Air Technologies General Terms and Conditions – Repairs and Assembly

1. General – Area of Application

These terms are applicable for assembly, maintenance, repair and service works by Krinner Compressed Air Technologies (Firma Krinner Drucklufttechnik GmbH). For shipping the 'General terms and conditions for shipping' apply. Our terms regarding repairs and assembly exclusively apply. We do not acknowledge terms by the ordering party that deviate or are contrary to our terms, except when we explicitly agree to these terms in writing. Our terms regarding repairs and assembly even apply when we conduct the shipment to the ordering party without reservations, in the knowledge of terms deviating from or are contrary to our terms. Our terms regarding repairs and assembly only apply for businesses defined by § 310 paragraph 1 BGB of German Law.

2. Order Acceptance – Execution

Upon an order in writing, Krinner Compressed Air Technologies (Firma Krinner Drucklufttechnik GmbH) conducts the installation, commissioning and maintenance of shipped devices and machines and the repair, maintenance and service works of all kinds regarding the devices and machines of the ordering party. Orders are required in the written form or a confirmation in writing by the contractor. Correspondence by fax does not delay the written form. Statements of time by the contractor regarding the start and conclusion of works are without commitment.

The contractor has the choice of the assembly operator. The contractor is entitled to use sub-contractors. The client is required to facilitate the immediate execution of the contract by the contractor (i.e. by supplying exact locations, by conducting necessary on-site preparations).

The client is required to supply unskilled workers, welders, pipe-layers, etc. (for example hoisting devices) and electricians necessary for works on the energy supply or on the driving end of the devices and machines necessary for the assembly or repairs. The costs of the disposal of materials (i.e. operating fluids, replacement parts or old appliances) are excluded. The transport of contaminated materials is explicitly excluded.

3. Prices – Conditions of Payment

The prices of the current price list by the contractor are for working hours, waiting times, travel hours, over time, night hours and working hours; waiting times, travel hours, over time and night hours on Saturdays, Sundays and holidays; costs for planning operations, travel costs and rates for materials (if a higher use of material is not explicitly established and calculated).

Per diems and special travel costs will be agreed upon on an individual basis and will

be calculated according to rates customary in the industry. Working times are calculated in 30-minute (half hour) units (every started 30-minute unit will be fully charged). All prices include value added tax. The valid price list at the print date of the general terms and conditions regarding repairs and assembly are printed overleaf. The latest version of the price list applies at the time of a legally binding commissioning. If the confirmation of an order does not state otherwise, the requested balance is due in net (without deduction) within 14 days after the invoice date.

The client only has valid set-off rights if his counterclaims have been assessed legally binding, non-disputed or acknowledged by us. Furthermore, a retaining lien is only viable if the counterclaim of the client rests on the same contractual relationship.

4. Costs of the Planning Operation

Planning operations include all necessary preparatory and processing works of the contractor in his company, branch offices and subsidiaries or by subcontractors but not the time during the assembly or the arrival and departure. The expenditure of time is calculated by the contractor according to general rates applying to the work hours.

5. Travel Hours

Travel hours are the working times necessary to travel to the client either from the company headquarters or a branch office and back. This is also applicable for journeys by bus, train, taxi, plane etc. Travel hours can only be stated after their conclusion.

6. Travel Costs

Travel costs for assembly personnel are calculated according to the kilometre allowance if the own service vehicles of the company are used, otherwise the costs advanced by the contractor are applicable. The kilometre allowance is calculated according to applicable prices at the time of the execution. Point of reference is the location of the assembly operator. Travel costs for the return travel can only be stated after the completion of the travel.

7. Per Diems – Expenses

Per diems are calculated per hour depending on the fixed rates of travelling, working and waiting hours. In the case of assemblies with overnight stays a full daily rate is calculated. Costs for overnight stays will be charged in the value of the actual expense or in individual cases with a flat rate.

8. Duties of the Client during the Execution of the Contract

The client is required to conduct an acceptance of the rendered work as soon as he is informed of the completion. If there is a delay in the acceptance without any fault on the part of the contractor, the acceptance will be considered to have been carried out three days after the declaration of the completion of the works. The client is bound by the legally binding sign-off of the work confirmation to confirm the truthfulness of all entries and the proper execution of the work by the responsible assembly operator. One copy remains with the client for accounting control. The assembly personnel are instructed to act in accordance to legal working time regulations (AZG). This is especially the case regarding overtime. During the stay of assembly personnel of the operator at the client's business to conclude a contractually arranged work, the client is bound

to ensure that the instructions of the contractor to abide to legal working times are observed. The client will bear the responsibility for legal consequences in the case of breaches of working time regulations.

9. Liability for Defects

A client is required to fulfil the obligation for inspection and is obliged to present a notice of defect according to § 377 HGB under German Law as a prerequisite for liability rights. In the case of a defect, the client is entitled to withdraw from the contract or demand a reduction. The contractor is exclusively liable according to legal regulations in the event a client claims compensation for damages due to deliberate intent or gross negligence by the representatives or agents of the contractor. If there is no deliberate breach of contract on part of the contractor, liability for compensation for damages is limited to predictable, typically occurring damages. Furthermore, the contractor is liable according to legal regulations, if the contractor or his representatives and agents have culpably (either deliberately or due to negligence) breached an essential contractual obligation (gross breach of contract). In this case, the liability is restricted to the predictable, typically occurring damage. The liability for culpably damaging life, limb or health remains unaffected, as do the mandatory liability regulations according to the laws of product liability. If there are no preliminary regulations for deviating cases, liability is excluded. The period of limitation for claims for defects is 12 months calculated after the transfer of risk. The period of limitation in the case of a delivery regress under §§ 478, 479 BGB of German Law remains unaffected.

10. Further Liabilities

Further liabilities for damage compensations than in point 9 are excluded – with no regard to the nature of the claim. This especially applies to claims for damage compensation from faults arising during the conclusion of the contract, other violations of obligations or torts claims for compensations for damages to property according to § 823 BGB under German Law. The period of limitation for all claims that are not regulated by the period of limitation due to a defect, a period of 18 months applies. This period starts at the time of the discovery of the damage and the person responsible for the damage.

11. Transfer of Risk

After the acceptance, or three days after the declaration of the completion of the works and the acceptance by the client, risk is transferred to the client. The transport of an item necessary for the repair or assembly is generally at the expense of the client. The client bears the risk of loss or damage during the transport.

12. Place of Fulfilment – Legal Domicile – Partial Inefficacy

The place of fulfilment for assembly and repairs is the place where the obligation is performed according to the contract. The place of fulfilment for the payment of the client is the head office of the contractor. If the client is a businessman, the legal jurisdiction is the head office of the contractor. However, the contractor is entitled to sue the client at the legal jurisdiction responsible for the client. In the event of the inefficacy of individual articles of the contract, the others remain legally binding. The parties agree at this point that instead of the inefficacious article, a legally binding regulation applies, that comes closest to the economic end of the inefficacious article.