

General Terms and Conditions of Sale, Delivery and Installation Status 07/2017

A) General terms and conditions of sale and delivery

1. For all deliveries and services (hereinafter jointly referred to as "services"), which apilion machines + services GmbH ("apilion") towards entrepreneurs, legal entities under public law or special funds under public law in terms of § 310 para.1 BGB ("Customer"), these General Terms and Conditions of Delivery and Payment ("GTC") shall apply exclusively. Deviating conditions of the customer, especially his terms of purchase or general terms of business are not valid even if apilion does not explicitly contradict their validity and provides services without reservation in knowledge of contradicting or deviating conditions of the customer.
2. The acceptance of a service provided by apilion by the customer is sufficient for the customer's declaration of consent with the validity of these GTC.
3. Part A. "General Terms and Conditions of Sale and Delivery" of the GTC shall apply to all services as defined in No. 1 of the GTC. In addition, the conditions contained in parts B. and C. apply to certain services. In case of contradiction between the conditions of this Part A. and the conditions in Parts B. and C. the conditions of parts B. and C. shall take precedence over the conditions of this part A.
4. The GTC are also valid for all future transactions of apilion with the customer.
5. No verbal agreements have been made. All changes and additions to the contract must be made in writing. The amendment of this provision must also be made in writing.

I. Offer and scope of delivery

1. apilion's offers are always subject to change.
2. apilion's written order confirmation is decisive for the scope of delivery.
3. Protective devices shall only be supplied if this has been expressly agreed in detail.
4. The customer is obliged to treat all information he receives from apilion confidentially. This applies in particular to technical and economic information, business plans, commercial and financial information, designs and documents, whether in oral or written form or in the form of products or product samples (hereinafter: "Confidential Information"). The customer is obliged not to make the Confidential Information available to third parties, to prevent third parties from accessing it and to use the Confidential Information only within the scope of the purpose of the respective contractual relationship. The Customer is obliged to treat the Confidential Information made known to him within the scope of the contractual relationship with the same care as if it were his own confidential information, but at least with the care of a prudent businessman.
 - 4.1 This confidentiality obligation does not apply to information,
 - (a) which were already known to the customer before notification by apilion or were in his possession;
 - (b) which the customer has received from a third party without the third party having obtained or passed on the information in breach of an obligation of confidentiality
 - (c) which are generally known, without this constituting a breach of the obligations of confidentiality arising from the contractual relationship between the parties
 - (d) insofar as there is a prior written consent to the disclosure of apilion; or
 - (e) to the extent that they are to be surrendered in the context of legal obligations or pursuant to a court decision.The customer must prove the existence of these exceptions.
 - 4.2 The Customer is obliged to provide confidential information only to the employees who need it to fulfil the obligations arising from the contractual relationship between the parties. To the extent permitted by law, the customer shall impose an obligation of confidentiality on its employees - also beyond the period of the employment relationship.
5. Collateral agreements and amendments are only effective if they are confirmed in writing by apilion.
6. apilion reserves the right to change the construction of the delivery item(s).
7. The customer is obliged, if a contract does not come about, to hand over the offer documents to apilion immediately on request of apilion at his own expense.
8. apilion decides at its own discretion which employees it uses to provide services and reserves the right to exchange employees at any time.
9. apilion is entitled to commission third parties as subcontractors for the fulfilment of all or individual contractual obligations.

10. apilion determines the planning of the fulfilment of tasks. Also as far as the provision of services takes place at the customer's location, only apilion is authorised to give instructions to its employees. The employees and subcontractors of apilion are not integrated into the customer's business. The employees and subcontractors employed by apilion are not subject to any instructions of the customer when performing their activities.

II Prices

1. apilion's prices do not include the respective legal value added tax and are valid for delivery ex works excluding loading, packaging, assembly and commissioning as well as all other fees, these are all at the purchaser's expense.
2. apilion's services, which become necessary due to waiting times or changes of the scope of services for which the customer is responsible, have to be remunerated by the customer on proof of apilion at the respectively valid hourly rates.
3. apilion's invoices are due for payment without deduction within 10 days after receipt of the invoice by the customer, unless otherwise stated in the contract of the parties. Discounts are not granted. The customer is obliged to make payments at his own expense and risk.
4. Payment deadlines are met if the amount to be paid is available to apilion on the due date. Cheques and bills of exchange are only accepted on account of performance.
5. Partial payments are initially made on still outstanding older receivables of apilion against the customer.

III Terms of payment

1. Payments are to be made in Euro non-cash to the bank account named by apilion without any deduction as follows
 - a) 30% upon placing of the order;
 - b) 70% upon notification of readiness for dispatch, but before dispatch of the delivery item(s) at apilion
2. Bills of exchange shall only be accepted on the basis of an express agreement and only on account of performance. Discount, collection or other costs shall be borne by the customer.
- 3) The withholding of payments or the set-off because of possible counterclaims of the purchaser that are disputed by apilion or that are not legally established are not allowed.
4. Claims of the customer against apilion can only be assigned to third parties with prior written consent of apilion. §354a HGB remains unaffected.

IV. Delivery time

1. The delivery time starts with the dispatch of the order confirmation by apilion. Compliance with the delivery time shall be subject to the timely receipt of all documents to be supplied by the Purchaser, including all necessary permits, releases, the timely clarification and approval of plans, compliance with the agreed terms of payment and other obligations and the timely receipt of the agreed down payment. If these conditions are not fulfilled in time, the delivery time shall be extended accordingly.
2. The delivery time is kept if the delivery item(s) has/have left the factory of apilion within the agreed delivery time. If delivery is delayed for reasons for which the customer is responsible, the delivery time shall be deemed to have been met if notification of readiness for dispatch is given within the agreed delivery time.
3. If the non-compliance with the delivery time is demonstrably due to force majeure, especially mobilisation, war, riot, strike or lockout at apilion or / and its suppliers, the rejection of an important work piece or due to other circumstances which are not attributable to apilion according to general legal principles, the delivery time will be extended appropriately. The aforementioned circumstances are also not to be represented by apilion if they occur during an already existing delay. In important cases, apilion will inform the purchaser about the beginning and end of such obstacles as soon as possible.
4. If the dispatch or the delivery is delayed at the customer's request, the customer can be charged the costs incurred by the storage, beginning one month after notification of readiness for dispatch, in case of storage at apilion's factory, at least, however, half of one hundred of the net value of the respective delivery item for each month started. The storage costs arising from this are limited to 5% of the net order value, unless higher costs are proven by apilion. However, apilion is entitled to dispose otherwise of the delivery item after setting and fruitless expiry of an adequate period of time and to supply the purchaser with an adequate extended period of time.
5. Compliance with the delivery period presupposes that the customer has fulfilled his contractual obligations.

6. If the customer does not accept the delivery at the time agreed in the contract, he shall nevertheless make the payments dependent on the delivery on the agreed dates as if the delivery had been made in accordance with the contract.

V. Retention of title

1. apilion reserves the right of ownership of the delivery item(s) until all claims against the purchaser are fulfilled. To date, pledging or transfer by way of security is prohibited and resale is only permitted to resellers in the ordinary course of business on condition that the reseller receives payment from his customers. Any costs incurred in pursuing the right of ownership shall be borne by the purchaser.

2. In case of a seizure, confiscation or other dispositions by third parties, the purchaser is obliged to inform apilion immediately.

3. In case of admissible sale, the proceeds of sale up to the amount of our total claim take the place of the delivery items left by apilion with retention of title. Invoice amounts collected by the purchaser in this context have to be transferred to apilion immediately.

4. The customer is not permitted to assign the claims from the resale to third parties.

5. apilion can revoke the authorisation to resell and to collect the claims assigned to apilion in case of default of payment or cessation of payment of the customer as well as in case of an application for opening of insolvency proceedings or in other cases of impaired creditworthiness and trustworthiness of the customer, which endanger the fulfilment of the claims due to apilion ("case of utilisation"). In case of revocation of the direct debit authorisation, the customer is obliged to inform his customers immediately about the assignment of the claim to apilion and to provide apilion with all information and documents necessary for the collection.

6. apilion is entitled to insure the delivery items at the purchaser's expense for theft, breakage, fire, water and other damages, unless the purchaser has demonstrably taken out the insurance himself.

Due to apilion's retention of title, apilion is entitled to take back the goods after reminder in case of behaviour of the purchaser contrary to the contract, especially in case of default of payment, and the manufacturer is obliged to hand over the goods. The assertion of the retention of title by apilion is not considered as withdrawal from the contract.

apilion reserves all rights on offers, drawings as well as circuit diagrams. These documents may not be passed on to third parties. In case of violation, apilion has the right to take legal action against the responsible party.

VI. Transfer of risk and acceptance

1. The risk passes to the customer with the dispatch of the delivery, even if partial deliveries are made or apilion has contractually committed itself to take over other services, such as e.g. the shipping costs, the delivery or the installation of the delivery item, if the contract does not provide for another passing of the risk according to the international rules on the interpretation of the trade clauses of the International Chamber of Commerce (INCOTERMS), in the version valid on the day of the conclusion of the contract.

In case of sale "ex works", apilion has to inform the purchaser in writing about the point in time when the delivery item(s) has/have to be accepted.

This notification must be made in good time so that the purchaser can take the measures normally required.

At the customer's request, apilion will insure the shipment against theft, transport, fire and water damages as well as other insurable risks at the customer's expense.

2. If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day of readiness for dispatch. However, apilion is obliged to cover the insurances, which the purchaser demands, on request and at the purchaser's expense.

3. Delivered objects have to be accepted by the purchaser, even if they show insignificant defects, without prejudice to the rights granted to him by apilion in the present terms and conditions, section VIII.

4. Partial deliveries are possible.

VII Documentation; CE mark; manufacturer's declaration

1. The documentation of the scope of delivery and services shall be carried out in accordance with the specifications set out in the offer description or in the agreed specifications Unless otherwise agreed, the documentation includes operating and maintenance instructions, spare and wearing parts lists, a maintenance list and safety instructions. The documentation shall be handed over to the customer on CD-ROM and in paper form (DIN A4) at his request. The documentation is handed over approximately 30 days after delivery of the contractual object or prototype. If there are comprehensible reasons by apilion which prevent the provision of the documentation at this point in time, apilion is entitled to hand over the documentation immediately after these reasons cease to exist. The customer is obliged to provide the information and documents which are necessary for the creation of the documentation on request of apilion.

2. If a contract is based on regulations of the customer or an end customer, these customer regulations are only valid if and as far as they are explicitly accepted by apilion in writing. In case of doubt, these customer regulations shall only apply to the extent that they

refer to material releases, execution regulations or documentation specifications and these customer regulations are within the scope of the usual.

3. apilion manufactures the contractual objects according to the UVV-, VDE- and CE-conditions provided that the contractual objects are delivered to a country subject to the CE-regulations; DIN EN ISO 12100-2 Safety of machines, general design principles; Part II: technical principles DIN EN 60204-1 Electrical equipment of machines; Safety of machines Part I; General requirements The requirements of the EC low voltage directive are fulfilled by apilion.

4. For contractual items which are not independent machines or systems in the sense of the EC Machinery Directive and therefore not subject to CE marking, the customer shall receive a declaration of incorporation in the sense of the EC Machinery Directive 2006/42/EC and its amendment directives for machines to be installed.

If hardware developed or produced by apilion has passed the acceptance test, apilion will provide it with the CE mark. If apilion delivers hardware as components for systems without CE mark, apilion's hardware will not be provided with a CE mark. Test and sample devices are also not provided with a CE mark by apilion.

VIII. Liability for defects of the delivery

1. For defects of the delivery item(s), which also include the lack of explicitly warranted characteristics, apilion is liable for a period of 6 months (warranty period) from dispatch of the delivery item or from notification of readiness for dispatch under exclusion of further claims irrespective of section X, 4 as follows

All those parts are to be repaired or newly delivered free of charge, according to apilion's choice and at a reasonable discretion, which turn out to be unusable or considerably impaired in their usability within the warranty period, especially due to faulty construction or defective execution. The detection of such defects has to be communicated to apilion immediately in writing. Parts replaced by apilion become property of apilion. As far as the removal of defects is disproportionate, apilion is entitled to an adequate reduction of the remuneration.

For essential third-party products, apilion's liability is limited to the assignment of the liability claims, which apilion is entitled to against the supplier.

2. No liability is assumed for damages which have arisen for the following reasons: unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, wear and tear, faulty or negligent treatment, unsuitable operating materials, unsuitable replacement materials, faulty construction work, unsuitable building ground, chemical, electrochemical or electrical influences, provided that these are not attributable to apilion's fault.

3. The purchaser has to give apilion, after prior written agreement, the necessary time and opportunity to carry out all repairs and replacement deliveries that seem to be necessary by apilion according to a reasonable discretion, otherwise apilion is released from the liability for defects.

4. apilion bears the direct costs arising from the repair or replacement delivery - insofar as the complaint turns out to be justified - the costs of the replacement part including the dispatch as well as the reasonable costs of disassembly and assembly, furthermore, if this can be reasonably demanded according to the situation of the individual case, the costs of the possibly necessary provision of the fitters and assistants of apilion. In all other respects, the customer shall bear the costs.

5. The warranty period for the replacement part and the repair is 3 months from the completion of the repair. This shall run at least until the expiry of the original warranty period for the delivery item. The period for liability for defects in the entire delivery item shall be extended by the duration of the interruption of operations caused by the remedial work.

6. apilion shall not be liable for the consequences resulting from improper changes or repair work carried out by the purchaser or third parties without prior approval by apilion.

7. apilion is liable in case of injury of life, body or health, which is based on a negligent breach of duty on the part of apilion or an intentional or negligent breach of duty of the legal representatives or vicarious agents of apilion, but only to the legal extent. apilion is liable for other damages, also in case of grossly negligent breach of duty or an intentional or grossly negligent breach of duty of the legal representatives or vicarious agents of apilion. In case of culpable violation on the part of apilion of a cardinal obligation (essential contractual obligation, especially main contractual obligations in mutual relationship) the liability is limited to the typical contractual foreseeable damage. Apart from that, the liability of apilion is excluded. Furthermore, the exclusion of liability shall not apply in the absence of characteristics which are expressly warranted if the warranty was specifically intended to protect the customer against damage which did not occur to the delivery item itself.

IX. Customer's right to withdraw from the contract, cancellation and other liability of the supplier

1. The purchaser can withdraw from the contract, if apilion is finally unable to perform the entire contractually assured service before the transfer of risk. The customer may also withdraw from the contract if, in the case of an order for similar items, the execution of part

of the delivery becomes impossible in terms of quantity and he has a justified interest in refusing a partial delivery. If this is not the case, the customer may reduce the consideration accordingly.

2. If the impossibility occurs during the delay in acceptance or through the fault of the customer, the customer remains obliged to pay the consideration.
3. Furthermore, the purchaser has the right to substitute performance, if apilion has not kept a reasonable period of time set for the removal of defects.
4. apilion is relieved by the following circumstances, if they occur after conclusion of the contract and stand in the way of the fulfilment of the contract:
Labour disputes and all circumstances independent of the will of the parties, such as fire, mobilisation, confiscation, embargo, ban on currency transfer, insurrection and lack of means of transport.
5. apilion is exclusively entitled to intellectual property rights, especially design patent rights, copyrights, rights to inventions or technical property rights to the knowledge, ideas, conceptions, mathematical calculations, plans, know-how and other work results - no matter if embodied or not embodied - which apilion develops during or occasionally during the performance of services (hereinafter referred to as "work results").
6. apilion grants the customer a non-exclusive and non-transferable, temporally and spatially unlimited right of use of the work results, as far as their use by the customer is necessary to achieve the purpose of the contract.
7. Should the customer develop a work result which is capable of being protected by industrial property rights and which is based on the work results of apilion, the customer will inform apilion immediately in writing. The customer and apilion will then agree on a separate agreement about the ownership as well as about the exploitation of this work result and the industrial property rights registered and granted on it.
8. The customer will immediately inform apilion in writing and comprehensively, if claims are asserted against him because of the work results. apilion is entitled, but not obliged, to assert claims in connection with the work results against the third party in court and out of court alone. If the customer is sued, he agrees with apilion and only carries out procedural actions, especially acknowledgements and settlements, with apilion's consent.

X. Binding nature of the contract

1. The contractual relationship between apilion and the customer is subject to the law of the Federal Republic of Germany. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 is excluded.
2. apilion and the customer commit themselves to find a legally and economically effective regulation instead of the void or ineffective regulation, which comes closest to the void or ineffective regulation legally and economically, which they would have reasonably agreed upon, if they had considered the voidness or ineffectiveness of the respective regulation when concluding the contract.
3. In case of doubt, the German language version of all contractual provisions shall be authoritative.

XI Privacy clause

The processing of personal data protected by the Federal Data Protection Act (= BDSchG) is permitted if the person concerned or another legal provision permits this or the person concerned consents. Considerable affected persons in terms of the BDSchG indicate by basing on these General Terms and Conditions of Sale and Delivery that they agree to the processing of possible personal data, unless the purchaser objects in writing within 4 working days, starting with the offer by apilion.

In the case of interested parties, we will draw their attention to the intended significance of a missing objection at the beginning of the aforementioned period.

XII. Place of jurisdiction

1. The sole place of jurisdiction for all disputes arising from the contractual relationship is Kehl am Rhein.
2. apilion is also entitled to sue at the customer's place of business.
3. German law applies to the contractual relationship between apilion and the customer, excluding CISA.

XIII List

Insofar as the installation and commissioning of the delivery item(s) has/have also been agreed, the installation conditions listed in section C) shall apply.

XIV General

Previous versions of these General Terms and Conditions of Sale, Delivery and Installation shall lose their validity.

B) Supplementary provisions for the transfer of software

1. The following provisions regulate the transfer of the contractually agreed software in the version described there in the object code (hereinafter collectively referred to as "software") by apilion to the customer.
2. The scope of performance shall include the provision of the software in the form of a copy of the program in object code only insofar as the object code for programmable logic controllers is in digital form on a suitable data carrier. Any other software of apilion is only delivered as compiled software without source code. The software is provided with the scope of services defined in the respective service description together with the associated documentation, granting the simple rights of use required for the use of the software.
3. the customer receives the non-exclusive right, unlimited in time, to use the software including the updates included in the scope of services. The contractual use includes the installation as well as the loading, display and running of the installed software as well as the storage of the software in the main memory of the computer on which the software is installed. The customer is not entitled to use the software beyond the use permitted under this agreement or to have it used by third parties or to make it available to third parties.
4. The customer is entitled to install the software on the agreed number of computers and to use it only on these computers. If the use of the software on one of the computers is temporarily not possible or only possible to a limited extent for the customer, in particular due to malfunctions or repair work, the customer is entitled to install the software on a replacement computer. In the event of a permanent change of computer, the installation of the software on the newly used computer is permitted; the software must be completely deleted on the previously used computer.
5. The customer is entitled to make a backup copy of the data carrier provided to him. The customer has to visibly attach the note "backup copy" as well as a copyright note of apilion on the created backup copy.
6. In addition to the above provisions, the customer is not permitted to reproduce, make publicly accessible, publicly reproduce, sell, temporarily transfer or make available the software or parts thereof, in particular not to rent or lend it. In particular, the customer is not entitled to transfer the possibly created backup copy to third parties.
7. The customer is obliged to examine the software and the documentation immediately after receipt for obvious defects which are easily noticed by an average customer. Obvious defects include, but are not limited to, the absence of documentation, significant, easily identifiable functional defects of the software and the absence of elementary features or the delivery of software other than that agreed. Such obvious defects have to be notified to apilion in writing within four weeks after delivery. Otherwise apilion is not liable for these defects. Defects that only become obvious later on must be notified to apilion within four weeks after recognition or recognisability by the customer, otherwise apilion's liability for these defects is excluded.
8. apilion is not liable if errors are based on the fact that the software is used in a hardware and software environment which does not meet the system requirements of the software.
9. apilion is obliged to remove defects of the provided software within a reasonable time. The removal of defects is carried out at apilion's choice by free rectification of defects or replacement delivery. Within the scope of the replacement delivery, the customer will, if necessary, adopt a new version of the software, unless this leads to unreasonable impairments. In case of defects of title, apilion will, at its own choice, provide the customer with a legally faultless possibility to use the software, modify the software in such a way that no rights of third parties are violated anymore or provide a comparable third party software.
10. apilion also fulfils its obligation of rectification by providing updates with an automatic installation routine on its homepage for download and by offering the customer telephone support for solving installation problems. Furthermore, the customer allows remote access to the software via telecommunication for the purpose of checking and removing defects, if requested by apilion.
11. The right of the customer to reduce the purchase price or to withdraw from the contract at his discretion in the event that the repair or replacement delivery fails twice. A right of withdrawal does not exist in the case of insignificant defects. The customer's rights due to defects are excluded, as far as the customer carries out or lets carry out changes on the software without apilion's consent, which were not permitted and have unreasonable effects on analysis and removal of the defects for apilion. Apart from that, even if the customer demands compensation for damages or replacement of futile expenses, apilion is liable according to part A. of these GTC.
12. The customer himself is responsible for compliance with the system requirements.

C) Terms of assembly

1. Scope of application

These terms of assembly are valid for all services for assembly and/or commissioning of delivery items of apilion at home and abroad in connection with clause A.

2. Preparation and start of assembly

Assembly can only be started when the customer has made all necessary preparations at his own expense.

In particular, foundations and other construction work are to be carried out by the purchaser in the prescribed dimensions and in a proper manner. The foundations must be sufficiently dried out and all scaffolding etc. that could hinder the assembly must be removed.

All assembly items to be procured by the customer, including the equipment and facilities to be provided by him, must be available at the place of use before assembly begins.

apilion does not have to carry out any construction or demolition work; apilion does not have to take any extraordinary measures to transport its delivery item from the place of unloading to the installation site, unless apilion has assured the delivery to this place in advance in writing.

If the work is interrupted for a longer period of time due to circumstances which apilion is not responsible for, apilion reserves the right to recall the fitter and to charge the purchaser for any costs incurred, both for the journey home of the fitter as well as for his return to the place of installation/start-up.

If the fitter has to wait for a period of time for which apilion is not responsible, the orderer will be charged the respective daily rate per person and started day, which is valid during the installation period. This also applies to the additional costs arising from this, such as board and lodging, which are then charged according to the time and effort involved.

All raw materials required for the commissioning such as cement, sand, aggregates, reinforcing steel etc. have to be made available to the installation personnel of apilion free of charge during the commissioning.

All consequential damages caused by the purchaser, including II. choice quality or rejected products, are at his expense.

A delay in assembly and commissioning, which apilion is not responsible for, is at the customer's expense, e.g. for waiting times, crane failure and additional journeys of our fitters.

The customer is obliged to confirm apilion daily the duration of the working hours of the employees or subcontractors of apilion who are employed by the customer or his end customers immediately in writing on reports.

The customer is obliged to provide the employees and subcontractors of apilion free access to the respective installation and commissioning site and to support these employees and subcontractors in providing their services. This obligation also exists if apilion becomes active at an end customer of the customer.

3. Assembly and work rooms

The unimpeded execution of the installation work requires that all installation and work rooms are covered, equipped with doors and windows and are designed in such a way that staying in them does not damage health or impair the condition of the material.

All aids such as electricity, light, gas, water and telephone facilities are to be made available to the apilion fitters free of charge.

It is the responsibility of the customer to ensure adequate lighting and heating of these rooms and to provide the necessary hygienic facilities for the assembly personnel.

Work on unhealthy or dangerous terrain is not carried out by the apilion.

4. Storage of the material

The material is to be stored by the customer in such a way that it is protected against weather and other damaging effects.

For the storage of small materials, tools and other equipment, a suitable, lockable room must be made available exclusively for the assembly personnel. If no such room is available, the customer shall be liable for theft, loss and other misappropriation as well as for material and tools.

5. Tools and auxiliary materials

The customer shall provide all tools and necessary auxiliary materials required for the execution and success of the installation at his own expense and to the full extent. This includes in particular tools for auxiliary personnel as well as lifting gear of sufficient carrying capacity (including operating personnel), ropes, scaffolding, workbenches with vices, wrought iron, welding equipment etc., as well as cleaning, packing and lubricating materials, material for underlaying and underpinning the machines as well as fuels, the necessary steam and electric current at the appropriate voltage, water, welding gas and other operating materials. In exceptional cases, this tool and auxiliary material as well as special tools can be provided by apilion against payment after a special written agreement.

6. Delivery of material and performance of work by the customer

If apilion's assembly personnel purchases material from the purchaser or if the purchaser performs work at apilion's expense, apilion's personnel has to issue and sign an order form or time sheet for this purpose. We shall only be obliged to acknowledge such charges if these receipts are presented.

7. Auxiliary staff

Upon request, the purchaser has to provide the assembly personnel of apilion with the respectively required skilled and unskilled workers such as locksmiths, electricians, bricklayers, carpenters, roofers, glaziers, painters, earth workers etc. as well as the necessary assembly material free of charge and in sufficient numbers for the assembly, for the commissioning and for possible rework during the warranty period, unless other agreements have been made.

The customer shall insure the skilled and unskilled workers and assistants provided in accordance with the laws of the country.

8. Board and lodging

The customer shall procure the necessary residence, work and other official permits for the assembly personnel in good time.

The assembly personnel of apilion is entitled to a daily allowance to be paid by the purchaser in the amount of the mentioned rates to cover the costs for accommodation, food and other expenses such as maintenance of clothing, drinks etc.

The orderer has to provide good and clean accommodation, healthy and sufficient food as well as medical care for the assembly personnel of apilion at his own expense.

9. Illness and accident

In the event of illness or accident, in countries without social security agreements, the customer shall bear all costs of medical treatment, medicines and other means of restoring health and, if necessary, the costs of the stay in a Hospital.

All costs connected with a return journey as a result of illness or accident, the travel costs of the replacement and in case of death, at the request of apilion, the funeral costs at the place of death or the transfer costs to the home town are at the expense of the purchaser.

The customer must take all legal or necessary protective measures against accidents on the assembly site.

If the conditions at an assembly site require special protective measures against climate-related or epidemic diseases such as malaria and other epidemics, all costs incurred as a result shall be charged to the customer.

10. Public charges

If taxes, customs duties or other charges have to be paid by apilion or its assembly personnel in connection with the assembly outside the Federal Republic of Germany, these shall be borne by the purchaser.

11. Terms of payment

The assembly costs incurred will be invoiced after completion of the assembly. Invoices are payable immediately, net, without deduction, in the currency stipulated in the contract.

12. Risk assumption and liability

a) Transport to the place of assembly, unloading and storage of the material forming the object of assembly shall be at the expense and risk of the Purchaser, unless otherwise agreed in writing. This also applies if apilion provides personnel to supervise the proper handling of the delivered items.

b) The customer is liable for damages caused by his personnel, auxiliary personnel provided by him or third parties. Furthermore, he shall bear full responsibility for accidents, accident consequences and material damage resulting from insufficient quality of the scaffolding and lifting equipment and other facilities provided by him, even if these were used by our personnel without complaint. It is the orderer's duty to explicitly point out to the assembly personnel of apilion, if any considerations have to be taken into account for his operation.

c) The purchaser has to inform apilion about the safety regulations which he has issued for his own personnel.

d) The purchaser is not allowed to use the personnel of apilion for work which is not covered by the contract without their prior written approval. Even if apilion gives its consent, it does not assume any liability for these works. The purchaser is responsible for the safety of the personnel employed by apilion for this.

13. End of assembly

If apilion has taken over the commissioning of a plant within a certain period of time, it is considered as complied with if the plant can perform useful work on the fixed day, even if insignificant parts are still missing or reworking is necessary.

14. Acceptance

After completion of a work performance and the request to declare acceptance, the customer must grant acceptance within ten working days. Working days are the days from Monday to Friday, excluding national public holidays. Acceptance shall be deemed to have been granted if the customer does not refuse acceptance in writing within this period, citing defects that are to be described in concrete terms.

Partial acceptances are permitted as far as apilion has provided several different or divisible services and justified interests of the customer do not conflict with this.

15. Warranty

apilion is liable for the proper execution of the work taken over by us by the assembly personnel especially trained and experienced by apilion, provided that apilion can control the work during the execution and after completion. Damage caused by our personnel in the course of the installation remains excluded.

apilion does not assume any liability for works of the purchaser on the installation object, which are carried out without special instructions of apilion.

The assembly personnel of apilion is not entitled to make binding statements for apilion.

16. Revisions and repairs

In the case of inspections and repairs on site after the warranty period has expired, as well as work on third-party materials, the installation conditions shall apply accordingly.

17. Extraordinary circumstances

If the execution of the work is impeded by events of force majeure (e.g. epidemics, strike, lockout, mobilisation, war, war-like conditions, unrest, lack of supply goods, lack of means of transport and restriction of energy consumption), the conditions under which apilion has taken over the installation have to be adapted to the changed circumstances.