

I. Scope

These conditions shall apply to the supervision of erection carried out by DI MATTEO Förderanlagen GmbH & Co. KG (hereinafter referred to as "Supplier"), unless different agreements have been made in a particular case. These conditions are an integral part of the currently valid General Conditions insofar a supervision of assembly (the "Supervision") has been agreed between the Parties.

II. Price

1. Unless otherwise agreed in the Contract, Supplier shall provide Supervision on time basis in accordance with his Service Price List applicable at the time of the performance of the Services.
2. All the Prices are net prices and are to be understood without the legal value added tax (if any), which shall be reimbursed in the respective statutory amount.
3. Without written permission of the Supplier, the Buyer is not allowed to employ the Supplier's personnel for work which does not form part of the Contract. Such additional work must be agreed in writing between the Parties and is in principle subject to additional remuneration.

III. Supplier's Obligations

1. The Supplier shall provide the services of one or more competent supervisors („Service Personal") in accordance with the specification of the Contract.
2. The Supplier shall give to the Buyer the necessary instructions for the erection of the Goods.

IV. Buyer's Obligations

1. Erection will be carried out by the Buyer, who shall provide the skilled and unskilled labour. The Buyer is to supply all equipment and everything necessary for the erection of the Goods, in good time and at his own expense, in accordance with the Supplier's instructions, material and work equipment such as suitable cranes and other lifting devices, consumable and installation materials, raw materials, electrical energy, compressed air and water.
2. The Buyer must allow all Supplier's Service Personal designated to carry out this Contract unrestricted access to the Goods and must also provide the Supplier's service personnel with all the necessary information pertaining to the Goods. In addition, the Buyer shall ensure that the instructions given by the Supplier's staff be complied with for the duration of the Supervision.
3. The Buyer has to inform the Supplier in good time before Supervision is started, however latest four (4) weeks before start of Supervision, of any regulations and standards which relate to execution of the Supervision and other work, to the plant operation as well as to illness and accident prevention. The Buyer has to take the necessary accident prevention measures at his own expense. If the Supplier has reasonable doubts about safety, he is entitled to refuse or discontinue the Supervision.
4. Buyer shall provide to the Supplier free of cost necessary storage facilities, providing protection against theft of the Goods, tools and equipment required for Supervision. In addition the Buyer shall grant Supplier's service personnel use of existing recreation rooms (with lighting, washing facilities, sanitary facilities) free of charge and access to internationally acceptable hygiene facilities and medical services. All these rooms are to be located in the immediate vicinity of the place of Supervision.
5. In the event that the Supplier's service personnel fall ill or injured, Buyer shall provide immediate first aid and insure the necessary medical care to maintain his health. The Supplier will pay for the costs incurred.
6. If the Supervision is delayed for reasons for which the Supplier is not responsible for, the Buyer shall bear the additional costs for waiting times and additional trips of the Supplier's service personnel.
7. Should the Buyer not or only partially fulfil his obligations, the Supplier is entitled, but not obliged, to remedy such deficiencies either himself or by means of third parties. The costs arising from such a procedure are to be paid by the Buyer.

V. Performance of the Supervision

1. The Buyer shall ensure that the Supervision can begin promptly after the arrival of the Supplier's service personnel, and that it can be performed without delay.
2. The Buyer shall inform the Supplier immediately if he cannot enable the Supplier to carry out the Supervision at the agreed time.
3. The Buyer shall ensure that the instructions given by the Supplier's service personnel be complied with for the duration of the Supervision.
4. The Supervision shall generally be carried out on working days during the normal working hours.