

1. Tasks of the fitter

The fitter shall only carry out the tasks which have been agreed between the Contractor and the contracting party prior to the commencement of the work. In particular, prior agreement is required if the fitter is called in for training on the premises of the Client. If the Client wishes our fitter to carry out other work while he is present, this shall require the consent of our assembly operations management. The fitter is not entitled to issue or give legally binding declarations or orders of any kind on our behalf.

2. Assistance of the Client

The customer shall be responsible for making electrical and other connections. Upon request, our employees shall be provided with the auxiliary staff usually required for the installation, maintenance and repair work as well as with all necessary aids such as tools, devices, means of transport, heating, lighting, operating power and lockable storage facilities for tools, clothing, etc. brought along, as well as a suitable recreation room including washing facilities at the expense of the customer.

3. Liability

SAV GmbH is not liable for indirect damage, consequential damage or losses such as loss of income, loss of use, loss of production, capital costs or costs in connection with business interruptions. Claims for damages arising from delayed delivery are excluded. Furthermore, liability on whatever legal grounds is limited to the amount of the order value. Claims arising from product liability remain unaffected.

4. Warranty

For the assembly services provided by us, there is a twelve-month warranty from the completion of our work at the premises of the customer or - in the case of repairs/assembly services carried out by us - from the return of the object of assembly to the customer. The warranty is limited to the work carried out by us on the object of assembly and to the spare parts installed. No further warranty claim shall arise from this for other parts of the object of assembly. Parts that we replace within the scope of the warranty shall become our property.

4.1. Our warranty obligation is based on use in one-shift operation and proper operation as well as regular maintenance of the objects of assembly repaired by us in accordance with the instructions of the manufacturer. A warranty for the consequences of unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, improper modifications, natural wear and tear (wearing parts), faulty or negligent handling and use in multi-shift operation is excluded.

5. Working hours

The daily working time is 8 hours (= 40 hours from Monday to Friday). Waiting times which occur through no fault of our own will be charged as travel time. Our service technician may be employed for up to 10 hours per working day and up to the legal maximum of 50 hours per week. If the customer or its personnel causes the statutory maximum limit to be exceeded, it shall be liable for any consequences.

SAV GmbH

Gundelfinger Str. 8 • 90451 Nuremberg
Telephone +49 (0)911 9483-0 Email info@sav.de
Fax +49 (0)911 4801426 Internet www.sav.de

Managing Director: Dr. Stefan Hamm, Martin Schacherl

6. Start and duration of assembly

The information we provide on the start and duration of assembly is only approximate and non-binding. Exceeding the stated deadlines shall not entitle the customer to make any deductions or to claim damages.

7. Interruption or extension of the assembly work

If the assembly is delayed through no fault of our own, all resulting costs, in particular the waiting time and further necessary travel of the fitter, shall be borne by the Client. The same shall apply if the delivery item is not put into use or operation immediately after completion of the installation and if the installation lasts longer than previously agreed and several outward and return journeys by the fitter are therefore necessary.

In cases where the Client urgently requests a fitter for reasons for which we are not responsible, whereby assembly elsewhere must be interrupted, the costs of travel to and from the site shall be borne by the Client.

If, on the other hand, the assembly has to be interrupted within the agreed time because the fitter is called away by us in an urgent case, such as an operational disruption elsewhere, we shall bear the travel costs incurred as a result.

8. Assembly calculation

We reserve the right to choose the personnel to be deployed, irrespective of the location, as well as the means of transport, and this does not require any special agreement. The assembly calculation begins with the departure of the fitter from the last place where he was deployed or from Nuremberg (or his place of residence, if the distance is shorter); and ends with the return to Nuremberg (or his place of residence, whichever is the shorter distance). In the event of a direct onward journey to the next assembly site, the departure costs will be shared by us.

9. Payment

Our assembly rates are net without any deductions and are to be paid immediately upon receipt of our invoice. Offsetting or withholding of payment is excluded unless we have acknowledged the counterclaims or these have been legally established by a court of law. Any value added tax incurred shall be shown separately on our invoice. Our personnel are not authorised to accept payments on our behalf with discharging effect for the customer.

10. Work certificate

Our service technicians shall record on the service report to be issued in each case the work carried out, such as working, travel and waiting times spent. This service report is to be confirmed by the customer with its signature. Any inaccuracies are to be noted in writing by the customer. The information on the timesheet shall be used as the basis for our invoices and shall be authoritative for both parties. If the customer refuses to certify the time sheet or if it is not possible for our employee to obtain the time sheet for any other reason, our invoices shall be based on the information in the form completed by our employee. The customer will receive a copy of the timesheet together with our invoice.

Bank details:

Commerzbank AG Nuremberg
IBAN DE87 6108 0006 0205 5855 00
BIC DRESDEFF610

HRB 7268, Nuremberg • VAT ID No. DE 133537745 • Tax No. 241/116/44019

SERVICE AND INSTALLATION CONDITIONS

11. Place of jurisdiction

To the extent permitted by law, the place of jurisdiction for all legal disputes arising from the order placed shall be Nuremberg.

12. Assembly rates (European Union)

Expenses for all other countries on request

Working time service engineer	EUR 130 / hr.
Working time technician	EUR 100 / hr.
Travelling time	EUR 90 / hr.

Surcharges:

First 2 extra hours/day	25%
From the 3rd extra hour/day and Saturdays	50%
Night work from 8:00 p.m. to 6:00 a.m.	75%
Sundays and public holidays	100%
Christmas/Easter/Whitsun/1st May	150%

Inspection lump sum EUR 205

Functional test of the magnet system, holding force test, electrical resistance measurements, check of the electrical connections, the function of the pole reversal control unit and the quality of the demagnetization, optimisation if necessary

Preparation of the test certificate

Travelling costs by car	EUR 0.90 / km
Other means of transport	according to expenditure
	+ 10% general expenses surcharge
Accommodation costs	according to expenditure
	+ 10% general expenses surcharge

Catering expenses

Allowance is calculated for each day of travel and work. If the service is continued in the following week, allowance is also payable for the weekend. The allowance is also charged for local holidays that occur during the working week.

13. Other

Should there be any changes in costs due to legal or other regulations until the beginning or during the execution of the work, we reserve the right to adjust the charging rates. For all assignments, the actual expenditure is generally charged.

The statutory value added tax will be charged on the respective billing rates.

The above rates are based on the current cost status and may be revised at any time.

In addition to the aforementioned conditions, we refer to our General Terms and Conditions of Sale and Delivery.

Nuremberg, 1 December 2021

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