

General Terms of Installation



The Wear Protection People

1. Scope

1.1 These Standard Terms of Installation apply to the installation work that Kalenborn Kalprotect (hereafter known as Kalenborn) accepts if no other agreements have been made in individual cases. Additional agreements and changes require our written consent as the installation company.

2. Installation Price

2.1 The installation work is calculated according to the time needed if a lump-sum price is not explicitly agreed upon.

2.2 The prices agreed upon are without sales tax, which is to be paid additionally to Kalenborn for the legal amount.

2.3 Payment is to be made in each calendar month according to the progress of the installation work, at the latest after completion of the work.

2.4 The installation work is to be paid immediately in Euros upon receiving the bill. If payment is not made within 10 days after receiving the bill, Kalenborn is entitled to demand interest for the amount of 8% above the basic interest rate of the Deutsche Bundesbank because of the occurred delay of payment.

3. Cooperation by the Customer

3.1 The customer is to support the Kalenborn personnel in carrying out the installation work at his/her own cost.

3.2 The customer is to take necessary special steps to protect individuals, materials, tools and equipment at the place of installation. The customer is also to inform the Kalenborn supervisor about specific security regulations that exist in as far as these are of importance for the installation personnel.

3.3 The customer is to notify the Kalenborn supervisor about violations caused by the installation personnel against such security regulations. In the case of severe violations, the customer can refuse the offender access to the place of installation with the consent of the Kalenborn supervisor.

4. Technical Assistance by the Customer

4.1 The customer is required to offer technical assistance at their own cost, in particular:

a) To provide necessary suitable workers (masons, carpenters, locksmiths, and other skilled workers) to the extent and for the time required for the installation; the workers are to follow the instructions of the Kalenborn supervisor. Kalenborn is not liable for the workers in any way.

b) To carry out all excavation, construction, foundation, and scaffolding work, including providing all the necessary building materials, and preparing all relevant matters in assisting the installation work according to the contractual agreement and technical norms.

c) To provide the required equipment and heavy machinery (e.g. cranes and elevators, compressors, portable forges) as well as the required items and materials (e.g. construction wood, wedges, supports, cement, plastering and sealing material, lubricants, and fuel).

d) To provide heating, lighting, power and water, including the necessary hook-ups.

e) To provide dry and lockable rooms which are necessary for the storage of the tools of the installation personnel.

f) To transport the installation parts, materials, tools and machines to the place of installation, to protect the installation area and materials from detrimental effects of any kind, and to clean the installation area.

g) To provide appropriate theft-proof recreation rooms and offices (with heating, lighting, washing facilities, sanitary facilities) and first aid for the installation personnel.

h) To provide materials and to carry out all other activities which are necessary to install the delivered article, and, if necessary, to carry out a test run according to the contract.

4.2 The technical assistance of the customer must guarantee that installation can be started immediately after arrival of the installation personnel and carried out without delay until being accepted by the customer. If special plans or instructions by Kalenborn are required, Kalenborn will make them available to the customer on time.

4.3 If the customer does not fulfil their duties, Kalenborn is entitled, however not obligated, after notification to carry out the activities that are the duty of the customer in their place and at their cost. Kalenborn remain unaffected.

4.4 Otherwise, the legal rights and claims of Kalenborn remain unaffected.

5. Completion Deadline, Risk Assumption

5.1 Any information about the time of completion is only approximate and not binding.

5.2 If, as an exception, the time of completion is stated as binding, this will be considered as fulfilled if the installation work is ready to be accepted by the customer by the deadline. If a test run is planned according to the contract, the time of completion is considered fulfilled if the test run is ready to be carried out by the time of the deadline.

5.3 If the completion of the installation work is delayed due to events related to work disputes, in particular strikes or lock-outs, as well as the occurrence of circumstances for which Kalenborn is not at fault, including circumstances beyond Kalenborn's control, then a suitable extension of the completion deadline shall be provided. This applies if the processes are proven to have a considerable influence on the completion of the installation work. The extension of the completion deadline also applies if the above-mentioned circumstances occur after the installation company is in delay of performance.

5.4 If the customer grants Kalenborn, which is in delay of performance, an appropriate extension of time with the explicit declaration that they will refuse the acceptance of the installation work after expiration of this deadline, and if the extension of time is not observed, the customer is entitled to withdraw.

5.5 If the installation work deteriorates or is destroyed before acceptance at no fault of Kalenborn, then Kalenborn is entitled to demand the installation price minus the expenses saved. The same applies in the case of impossibility of installation at no fault of Kalenborn.

5.6 The customer can demand that the installation work is repeated, if, and to the extent that, this can be expected of Kalenborn, in particular considering its other contractual obligations. For the repeated work, new remuneration is to be paid to Kalenborn based on the contract price.

6. Acceptance

6.1 The customer is obligated to accept the installation work as soon as they are notified of its completion and a test run has taken place according to the contract on the completed article that has been delivered.

6.2 If the installation work is not in accordance with the contract, Kalenborn is obligated to remedy the defect at their own cost.

6.3 This does not apply if the defect is insignificant in terms of the demands of the customer or is due to circumstances that are attributable to the customer. If the defect is not essential, then the customer cannot refuse acceptance if Kalenborn explicitly recognizes its obligation to remedy the defect.

6.4 If acceptance is delayed due to no fault of Kalenborn, acceptance is considered completed after a period of two weeks following announcement that the installation is finished.

6.5 Kalenborn's liability for recognizable defects no longer applies once the installation work is accepted, if the customer did not reserve the right to make claims for certain defects.

7. Warranty

7.1 Kalenborn warrants defects on installation work, first at its own option through remedy of the defects or substitute delivery.

7.2 If the supplementary performance fails, the customer may, at their own option, demand reducing the payment (reduction) or backing out of the contract (withdrawal). However, in the case of minor defects, the customer is not entitled to withdraw from the contract.

7.3 Warranty claims can only be made if the customer points out the obvious defects to Kalenborn in writing within a period of 2 weeks from the time of acceptance. Sending the claim on time suffices to observe the deadline. The customer shall bear the entire burden of proof for all prerequisites for claims, in particular for the defect itself, the date of its discovery, and the punctuality of the complaint.

7.4 If the customer chooses to withdraw from the contract after the supplementary performance, the customer is not entitled to any additional damage claims because of the defect.

7.5 The warranty deadline is one year beginning with the acceptance of the installation work.

8. Liability

8.1 Liability is limited to intent and gross negligence. This does not apply to claims for product liability and to bodily and health injury attributable to Kalenborn.

8.2 Customer damage claims fall under the statute of limitations after one year beginning with the acceptance of the installation work.

8.3 Indirect damage claims, in particular for production loss and/or profit loss, are not acceptable.

9. Substitute Performance by the Customer

9.1 If the equipment or tools left by Kalenborn at the place of installation are damaged or lost due to no fault of Kalenborn, the customer is obligated to remedy the damage. Damage due to normal use does not come into question.

10. Jurisdiction

10.1 For all conflicts resulting from this contract, if the customer is a qualified merchant, a corporate body under public law or a public law entity with special public funds, claims are to be filed at the court which is responsible for the main office of Kalenborn or the branch office carrying out the installation work. Kalenborn is also entitled to file claims at the location of the main office of the customer.

11. Final Provisions

11.1 The law of the Federal Republic of Germany applies. The provisions of the UN sales law (UNCITRAL, CISG) are not applicable.

11.2 If individual provisions of this contract are or become entirely or partially invalid including these General Terms of Installation, the validity of the remaining provisions of the contract hereby remain unaffected. The entirely or partially invalid provision shall be replaced by a provision whose economic success comes closest to that of the invalid provision.

Vettelschoss, 01.09.2005