

# Engineers visit conditions

**Conditions for machine installation, commissioning, modification, repair and overhaul of machines from the firm IMA Klessmann GmbH, hereinafter referred to as „Vendor“.**

**1. The costs of engineers visits as well as that of the required replacement parts are paid by the company who placed the order.**

**2. Services of engineers**

2.1 **Hourly rate** (engineering work, travelling) for a working time from Monday to Friday, 6.00 a. m. to 6.00 p. m.

<b>Service engineers, mechanical engineers, electrical engineers</b>	€ 77,00
<b>Electronic specialists, foremen</b>	€ 89,00
<b>Chief engineer</b>	€ 102,00

2.2 **Hourly rate** Hotline / Teleservice „Call by Call“ per minute flat rate on enquiry

**2.3 Additional cost of extra, late, night, Sunday and legal holiday work (engineering work and travelling)**

Work & travelling from 6.00 p. m. to 6.00 a. m. will be charged at an additional rate of	50%
Saturday	50%
Sunday	75%
Legal holiday	100%

The currently applicable hourly rate will be charged **without** any surcharges for the travelling times. The exception to this is if the purchaser specifically requests travel to / from his premises outside normal working hours.

**2.4 Travelling costs**

cost per km using service car	€ 0,70
cost of travelling using public conveyance	
– tourist class	as per tariff
– night, 1st class or sleeping carriage	as per tariff

The factor that determines the travelling costs is the distance from the purchaser to the maker's factory. If multiple installation tasks can be handled in the course of a journey to more than one location, the travelling costs can be calculated on a pro rata basis.  
The distance and the travelling time will be determined using Google Maps.

**2.5 Expenses and hotel costs**

2.5.1 **In Germany** Daily allowances excluding hotel costs tax rates plus. Hotel costs as advised or fixed sum. € 5,00  
Overnight accommodation costs as a fixed price, excl. breakfast. € 60,00

2.5.2 **Outside Germany** Daily allowances excluding hotel costs in accordance with fixed sums per country groups + 20%  
Hotel costs as advised or fixed sum.  
The currently applicable lump sum rates are always charged for expenses and hotel costs. The latter are unaffected if the purchaser provides the equivalent.

2.6 Travel between the overnight accommodation and the ordering party is to be calculated as travelling time and travelling costs on the basis of our normal charges.

2.7 These rates do not include VAT.

2.8 All additional costs incurred that are connected with the installation work are to be borne by the customer.

2.9 The supplier is entitled to make use of external service providers for the fulfilment of his obligations. The billing of the external service providers is to be done via the supplier.

**2.10 Terms and conditions of payment**

The costs for installation services are to be paid immediately upon receipt of the invoice and with no deductions. The supplier can produce partial invoices.

**3. Interruption of the engineer's visit**

3.1 If for very definite reasons (i. e. orders) several engineers movements are necessary, the attendant travelling and hotel costs are to be paid by the purchaser.

3.2 In very urgent cases, e. g. downtimes in the factories of other customers, the Vendor is allowed to have the engineer stop his current visit. The attendant travelling cost will be paid by the Vendor.

**4. Cooperation of the purchaser**

4.1 The purchaser is committed to assist the Vendor.

4.2 Assistance by the purchaser is to make sure that work can begin immediately after arrival of the Vendor's engineer(s) and be completed without delay until it is inspected by the purchaser.

4.3 Cooperation consists in protecting persons and things at site, ensuring optimum working conditions and providing the required services.

4.4 Readiness of assistants, if the engineer thinks this is necessary. This also applies to the requirements of the engineer in conjunction with Safety at Work regulations.

4.5 Availability of a translator if the engineer considers it necessary.

4.6 If the purchaser does not come up to his commitments, the Vendor will be entitled but not committed to carry out the applicable actions in place of the purchaser at his costs.

4.7 The purchaser informs the Vendor about possible faults and contravention by the engineer(s).

4.8 All the costs resulting from this are to be borne by the ordering party.

4.9 The purchaser shall bear the costs of any delays that are not the fault of the Vendor.

**5. Tasks of the engineer**

5.1 The engineer only carries out the work laid down by the Vendor and informs the purchaser on the handling and treatment of the machine.

5.2 In urgent cases, in particular to avoid major downtime, the engineer will work overtime or on legal holidays as far as is legally permitted (if desired by the purchaser); this work, which is charged at higher hourly rates, will be carried out with the consent of the engineer scheduling management.

5.3 The engineer is not entitled to forward legally binding statements. In such cases, it will be appreciated if you refer directly to the IMA customer service management.

**6. Liability**

6.1 The Vendor is liable to the extent that defective or faulty installation work must be made good at no charge and with the exclusion of all claims for consequential damages of any kind. Claims for making good in this way cease to be valid 6 months after completion of the installation work in question.

6.2 Obligations under warranty can also be met outside normal working hours (Monday to Friday between 06.00 to 18.00) at the request of the ordering party. The resulting additional costs are to be borne by the ordering party.

6.3 The purchaser's claim for amendments will expire if the purchaser does not promptly indicate the engineer's fault.

6.4 The supplier is not liable for trivial defects.

6.5 Furthermore, the Vendor is not liable for problems which are a direct result of the local conditions, floor conditions, etc.

6.6 The supplier is not liable in the event of instances of force majeure that would hinder installation work or make it more difficult or even impossible. Force majeure includes, among others, natural catastrophes, war and civil commotion.

6.7 Liabilities for modifications or repairs carried out by the purchaser without the authorisation of the Vendor are excluded, and the Vendor will not pay for this work even if it started during warranty.

6.8 The supplier is liable with respect to the ordering party in the event of culpable breaches of significant contractual obligations and of malice aforethought or gross negligence concerning other contractual obligations with respect to the ordering party.

**7. Warranty**

7.1 With the exception of the claim for amendment after an IMA fault, the purchaser is not entitled to any further claims or rights in respect of any inconvenience which might occur in conjunction with the engineer's work, irrespective of the legal aspect he refers to. Liabilities an account of consequential damages are thus excluded.

7.2 In other respects the law valid at the seat of the Vendor is applicable to any disputes arising hereunder (i. e. German law).

**8. Inspections**

8.1 After the engineer has finished his work, the purchaser must check if the work has been completed as agreed, i. e. in accordance with the applicable order.

8.2 The engineer(s) has (have) to submit the worksheet (including the travelling and working hours) to the purchaser who will sign the worksheet. The purchaser thus acknowledges that the engineer has completed his work as agreed. The time needed by the engineer(s) to travel back home will be noted at the Vendor's service centre after the arrival of the engineer(s).

8.3 If the inspection is delayed without the Vendor's fault, it will be considered as completed after expiration of 10 days. The same applies to a situation where, at the engineer's departure, no person entitled to signature is available, and hence the completion of the engineer's work cannot be acknowledged via signature.

**9. Validity of the General Terms of Business.**

In any case, the General Terms of Business of the Supplier are applicable.

**10. Validity / saving clause**

10.1 The installation terms and conditions shall be valid for the current installation job and all subsequent ones.

10.2 If any stipulations of these installation terms and conditions should be partially or wholly invalid or become so, then the other stipulations hereunto shall still remain valid. The parties to this contract are obliged to replace the invalid stipulations by a legally valid ruling that comes as close as possible to the business intent and purpose of the invalid stipulation.