

## **2. Vision Electric Super Conductors GmbH General Terms and Conditions of Installation and Assembly**

**Date: 2016-08**

These conditions of installation and assembly shall apply in addition to our general terms and conditions of sale and delivery unless other agreements are concluded in writing.

The purchaser shall bear at its own expense and provide in a timely manner

- a) all earth-moving and construction work and other ancillary services not specific to the supplier's trade as well as the skilled and unskilled labor, materials, and tools necessary therefore
- b) the equipment and materials necessary for assembly, installation, and commissioning such as scaffolding, lifting equipment, and other devices as well as fuels and lubricants,
- c) energy and water at the point of use including connections, heating, and lighting,
- d) suitable dry and lockable rooms of sufficient size at the site for storage of machine parts, equipment, materials, tools etc. as well as adequate workspaces and staffrooms for the assembly staff including appropriate sanitary facilities close to the installation site. In order to safeguard the property of the supplier and in order to safeguard the installation staff at the site the purchaser shall furthermore take all measures it would take for protecting its own property and staff,
- e) protective clothing and protective gear required due to specific circumstances at the installation site.

Prior to commencement of installation work the purchaser shall by its own accord provide all necessary information concerning the location of subsurface power cables, gas pipes, water pipes, and similar installations.

Prior to commencement of installation or assembly work all supplies and equipment required for commencing work must be present at the site of installation or assembly and all preparatory work must have progressed sufficiently to ensure that installation and assembly work can start as agreed and be carried out without disruption.

Access routes and the assembly area must be leveled out and cleared.

In case installation, assembly, and commissioning are delayed due to circumstances beyond our responsibility, the purchaser shall to a reasonable extent bear the costs for waiting time and additional travels required.

The purchaser shall attest to us on a weekly basis the working hours of assembly personnel and is obligated to acknowledge without delay and in writing the completion of installation, assembly or commissioning.

In case we request acceptance of supplies after completion, the purchaser shall within two weeks' time of our request carry out the acceptance procedures failing which acceptance is deemed to have taken place. Acceptance is also deemed to have taken place if supplies – as the case may be subsequent to a stipulatory testing phase – are put into operation