



General terms for the delivery / installation / commissioning of machines and plants

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1. Preamble

These general terms shall apply, if the parties have agreed the said in writing or in any other way, in particular by reference in offers and order confirmations. In case of application to a certain agreement, deviations and changes shall require written form.

Contradicting general conditions of the ordering party shall be excluded. These conditions shall apply alongside the general terms and conditions of the manufacturer.

2. Place of delivery / passing of risk

- (1) The place of delivery shall be the handover location agreed upon contractually. The delivery shall be effected when the manufacturer renders the delivery available at the place of delivery.
- (2) When rendered available at the place of delivery, the risk, in particular of loss or damage of the delivery item, shall pass to the ordering party.
- (3) The ordering party obligates him or herself to unload the delivery properly and professionally, and to transport the delivery to the assembly site at own risk and costs. The lifting gear and means of transport required for unloading and transporting the delivery shall be rendered by the ordering party.
- (4) Damage caused during transport to the place of delivery shall be reprimanded by the ordering party immediately and shall have to be documented by photographs.
- (5) Damage caused in conjunction with the unloading and the transport of the delivery item shall be documented immediately by photographs and shall be pointed out to the manufacturer.
- (6) When rendered available at the place of delivery, the risk shall pass to the ordering party. In particular, the ordering party shall be liable for damage occurring during customs clearance, unloading and transport to the assembly site. The ordering party shall be liable for all damage and losses not complained about and not indicated, if the said cannot prove damage or incompleteness of the delivery item up to the point of the transfer to risk.

3. Completeness of the delivery

- (1) The completeness of the delivery shall be checked and confirmed immediately after availability of the delivery at the place of delivery.
- (2) Any loss of parts of the delivery or of the entire delivery during storage and transport to the assembly site shall be borne by the ordering party.



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4. Preliminary work and working conditions

- (1) The manufacturer shall provide in due time the drawings and documents required for the assembly and commissioning of the delivery item.

The manufacturer shall supply the following drawings and documents in particular:

- Layout
- Operating and assembly instructions
- Consumption and connection data for water and power

- (2) The ordering party shall render available all equipment, and shall make sure that the conditions are fulfilled which are required for the assembly and for the perfect use of the work.

The ordering party shall ensure in particular that

- a. the staff of the manufacturer has the opportunity to start the work in keeping with the time schedule and to work during the usual working time. The work may be carried out outside of the normal working hours if this seems necessary by the manufacturer, and provided the ordering party has been informed hereof within a sufficient period of time.
- b. the manufacturer is notified of all pertinent safety regulations, which apply at the place of assembly, in writing in due time before assembly and initial operation. The assembly shall not be carried out unhealthy or dangerous surroundings. All the necessary safety and protective measures shall have to be carried out prior to assembly and commissioning, and shall have to be retained during assembly.
- c. the staff of the manufacturer has the opportunity of being accommodated and victualed in the vicinity of the place of assembly, and has access to sanitary facilities and medical care, which corresponds to international standard.
- d. all necessary cranes are rendered available free and punctually at the place of assembly, which shall apply also for means of transport within the place of assembly, for additional equipment, machines, materials and operating materials (including fuels, oils, greases and other materials, gas, light, water, electricity, steam, compressed air, heating, cooling water and vacuum). For this purpose, the manufacturer shall inform the ordering party in writing one month before beginning the assembly which cranes, lifting equipment, measuring and testing equipment as well as which means of transport within the assembly site shall be required.
- e. for the duration of assembly, setup and commissioning a lockable room is rendered available with the necessary equipment, especially telephone connection, facsimile connection, Internet connection.



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5. Beginning of the installation, assembly and time schedule

- (1) Before the beginning of the installation / assembly work, a joint check of the delivery shall be carried out to establish completeness and freedom from defects. The ordering party shall be responsible for any detected defects or losses.

A joint protocol shall be prepared establishing the completeness and flawlessness of the delivery.

- (2) During a mutual meeting, the time schedule prepared by the manufacturer shall be presented and agreed upon. The course of the work is revealed by the joint protocol, in which staff of the manufacturer and of the ordering party responsible for the assembly shall be mentioned. The manufacturer shall setup daily work reports which are counter-signed by the ordering party.

A review shall be held every week, and a protocol shall be prepared indicating any deviations from the time schedule as well as the reasons for the deviation from the time schedule. The protocol shall be signed by the manufacturer and the ordering party.

- (3) The assembly and the installation of the plant shall be carried out by the staff of the manufacturer. If and when required, the ordering party shall provide auxiliary staff.
- (4) The media connection shall be provided by the ordering party or by a third party commissioned by the said.
- (5) After installation and assembly of the plant as well as a function test, the acceptance shall take place by the ordering party, and a written approval for further commissioning of the plant by an authorised staff member of the ordering party shall be issued.
- (6) The accompanying training to be carried out of the staff of the ordering party shall be ensured by the qualified, suitably trained staff.

6. Commissioning and final acceptance

- (1) After termination of the assembly, the acceptance tests agreed upon shall be carried out to determine whether the work is in conformity with the contract with respect to acceptance.

The manufacturer shall inform the ordering party in writing about the acceptance readiness of the work. The notification shall include the date for the acceptance tests, which shall give the ordering party sufficient time to prepare for the tests.



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- (2) At his or her costs, the ordering party shall render available energy, lubricants, water, fuels, raw materials and all other materials, provided the said are required for the realisation of the acceptance tests and the last adaptations for the preparation of the acceptance tests. At his or her costs as well, the said shall set up equipment items, and shall render available the employees or auxiliaries required for the performance of the acceptance tests.

Commissioning itself shall be carried out by the staff of the manufacturer.

- (3) If the ordering party has received a notification for acceptance, and if he or she does not meet his or her obligations or obstructs the performance of the acceptance tests in some way, the tests shall be considered carried out at the day indicated for the acceptance test in the notification of the manufacturer.
- (4) Commissioning and acceptance shall be completed according to contract, if
- the work has been completed,
 - the following performance data are in compliance with the contract or the order:
 - Pump capacity
 - Traversing speed

Defects which have no influence on the function or the quality of product shall be documented in the acceptance protocol as open point with execution date. Such defects shall be no reason for refusal of acceptance.

- (5) If the work proves to be non-conformant with the contract, the manufacturer shall have to rectify any defect immediately. Upon immediate written request of the ordering party, the tests shall have to be carried out again in conformity with the figures mentioned hereinbefore. This shall not apply for cases of insignificant defects.
- (6) If the commissioning and acceptance has been completed in keeping with the contract, a joint acceptance protocol shall be prepared which shall be have to be signed by the ordering party and the manufacturer.
- (7) After completed and recorded acceptance, the machines and the plant shall be handed over to the ordering party with accompanying training of the operating and specialist staff to be nominated by the ordering party.
- (8) The contractual training of the staff of the ordering party carried out shall be documented and confirmed in a training protocol.

7. Non-performance by the ordering party

- (1) If the ordering party can foresee that he or she cannot be able to meet his or her obligations, especially the preliminary work agreed upon and the provision of the working conditions, the



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said shall inform the manufacturer hereof immediately and in writing indicating the reason, and if possible, the manufacturer shall be informed when the obligations can be fulfilled.

- (2) If the ordering party does not meet his or her obligations in conformity with the conditions mentioned hereinbefore without faults and in due time, the following shall apply without prejudice to any rights of the manufacturer in keeping with following paragraph (3):
- a. At the costs of the ordering party, the manufacturer may carry out the obligations of the ordering party himself or herself at his or her own discretion or may the said carried out by a third party or shall take other action suitable under the respective circumstances in order to prevent or limit the effects of the non-performance of the ordering party.
 - b. The manufacturer may discontinue his or her fulfilment of the contract completely or partially. He or she shall have to inform the ordering party of the discontinuation immediately and in writing.
 - c. If the delivery item is not at the assembly site, the manufacturer may ensure the delivery of the delivery item at the risk of the ordering party.
 - d. If the fulfilment of the contract is delayed due to the non-fulfilment of the ordering party, the ordering party shall have to pay the manufacturer the part of the contractual price which would be due without the delay.
 - e. The ordering party shall have to compensate the manufacturer for all costs arising by the non-fulfilment, especially travelling expenses, transport costs, travel allowances, labour costs.
- (3) If the completion of the work in keeping with the agreement mentioned hereinbefore is prevented due to the non-fulfilment by the ordering party, the manufacturer may request from the ordering party, that the said may make up for the non-fulfilment within a last reasonable period of time.

If the ordering party shall not make up his or her non-fulfilment within this period of time for a reason, the manufacturer is not responsible for, the manufacturer may be entitled to withdraw from the contract by written notification.

Subsequently the manufacturer shall be entitled to claim the full compensation for any damage caused by non-fulfilment of the ordering party.

8. Disputes and applicable law



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All disputes arising in combination with or from the contract shall be settled ultimately in keeping with the rules of conciliation and arbitration of the International Chamber of Commerce by one or several arbitrators who shall be nominated in keeping with these rules.

The contract shall be subject to the substantive law of the manufacturer with exclusion of the UN sales law (CISG).