

I. Scope of Application

1. These Assembly Conditions shall apply supplementary to the purchase conditions governing the purchase of services and plant works (Do 01 08/353/06/7) or to the General Purchase Conditions Pertaining to Assembly and Assembly-Similar Work Performed (Do 01 08/351/06/11) for EDAG GmbH & Co. KGaA.
2. In case of contradiction between these Conditions and the purchase conditions mentioned in I.1 above, these Conditions shall have priority.

II. Execution of Work, Work Safety

1. When Contractor performs work entirely or partially on construction site of the Principal or upon Principal's instruction on a third party's construction site, Contractor shall observe the safety and accident prevention regulations during execution of work being under its responsibility.
2. Contractor shall carefully select its employees for carrying out certain safety relevant works. Contractor shall appoint one of its committed employees as Construction Site Manager.
3. Prior to commencement of and during work, Contractor shall observe any and all safety relevant regulations and acquaint itself with any and all rules of conduct being applicable to the construction site. In particular, Contractor shall be obliged as follows:
 - a) Participation of all committed employees in the initial instruction to be given by the Construction Site Coordinator. Contractor's Construction Site Manager shall ensure that all employees involved will have signed such safety instruction. New employees shall be reported to the Construction Site Coordinator prior to the beginning of their commitment. No employment shall be allowed, unless instructions in safety and confirmation by the new employee in writing have been given.
 - b) Contractor's Construction Site Manager shall acquaint new employees with the specific conditions prevailing on site (organisation, localities, safety installations).
 - c) When Contractor is responsible for a delimitable area of the construction site, such area shall be marked, secured, and provided with a construction site sign by Contractor.
 - d) The construction site shall be cleaned regularly.
 - e) Contractor shall regularly inform itself on adjustments and continuity of the recordings to be made in the safety and health handbook.
 - f) Contractor shall ensure that all of his employees attend the meetings on the subject of safety to be convened by Construction Site Coordinator.
 - g) Any and all safety markings shall strictly be observed.
 - h) Construction Site Coordinator's instructions shall be obeyed.
4. Unless stipulated otherwise in the individual purchase order, Contractor shall provide for any and all necessary safety equipment on his own.
5. Should Contractor detect any safety faults during execution of work, Contractor shall stop work and communicate the faults identified to the Construction Site Coordinator. Contractor shall resume work after fault remedy only.

6. Contractor shall be responsible for observation of the safety relevant regulations by its employees. Contractor shall, prior to the commencement of work, inform the Construction Site Manager about the:
 - Scheduled commencement of work
 - Estimated end of work
 - Place of works
 - Employment of personnel
 - Intended way of working
 - Name of the responsible Construction Site Manager
7. Repeated breach of safety regulations shall entitle EDAG to terminate the contract.
8. In case of commissioning activities, the following shall be observed in particular:
 - provisional barrages shall be observed; their dismantling shall be strictly forbidden.
 - commissioning areas shall be accessed after consultation with the competent system commissioning personnel only.
9. Should Principal provide for objects or materials, Contractor shall bear the risk of accidental loss or deterioration of such provisionings.

III. Compensation

1. Unless otherwise specified in the individual purchase order, the assembly or assembly-similar work shall be integral part of lump-sum compensation.
2. Should individual purchase order stipulate remuneration by hourly rates on the basis of expenditure, Contractor shall invoice the actual expenditure by enclosing a statement of working hours to be signed by the Principal's project responsible. Without such statement enclosed, invoices can neither be processed nor do they bring any payment maturity on.
3. Unless specified otherwise in the individual purchase order, both the lump-sum and hourly rate compensation shall include any and all expenditure of Contractor, in particular travelling expenses, material costs, utilisation of facilities, etc.
4. If Contractor, for reasons, which it has not to attend to, needs to do work at times or under circumstances deviating from the order conditions set forth in the contract and requiring additional expenditure, Contractor shall inform Principal prior to execution of such work about the extra expenditures arising therefrom and obtain Principal's approval for such work. Should Contractor fail to provide such information, it shall not have any title to compensation of the expenditures incurred.

IV. Acceptance / Inspection of Work

1. If the assembly or assembly-similar work is part of the overall work/delivery, then such assembly or assembly-similar work, upon acceptance of the overall work, shall be deemed as accepted.
2. Should Contractor's work exclusively consist of the assembly or assembly-similar work, Contractor shall notify completion of work to Principal's project responsible person. Inspection shall be made within 4 weeks after notification of completion subject to the making of a joint inspection protocol.
3. Should Contractor's commissioned work be part of an overall work of the Principal for its final consumer, acceptance of Contractor's work shall be made upon acceptance of Principal's entire work by final consumer only, without requiring any express representation.