

# THE FUTURE HAS ZERO EMISSIONS



## Kappa Filter Systems GENERAL INSTALLATION TERMS

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Kappa Filter Systems GmbH  
Im Stadtgut A1  
A-4407 Steyr-Gleink

E-Mail: [office@kappa-fs.com](mailto:office@kappa-fs.com)  
Web: [www.kappa-fs.com](http://www.kappa-fs.com)  
Tel.: +43(0)7252-220-500  
Fax: +43(0)7252-220-555

Kappa Filter Systems GmbH  
Wiesenstraße 21 (W21)  
D-40549 Düsseldorf

E-Mail: [office@kappa-fs.de](mailto:office@kappa-fs.de)  
Web: [www.kappa-fs.de](http://www.kappa-fs.de)  
Tel.: +49(0)211-5066978-0  
Fax: +49(0)211-5066978-29

## A. General Installation Terms for Flat-Charge and Cost-Plus Installation

### 1. Area of applicability, form, jurisdiction

- 1.1. Installations, repairs, and installation deployments of all types are carried out exclusively according to the following terms, which are acknowledged at the time of order issuance and which are obligatory for both the contractor and the customer. Different agreements on individual points are effective only for these points and must be explicitly approved in writing by the contract partners to obtain validity. If an individual clause is invalid, the remaining clauses will remain in effect. Place of fulfillment and place of jurisdiction is Steyr, Austria A-4400.
- 1.2. Our terms that were agreed for the main order, our General Delivery Terms, and General Installation Terms apply in this order as definitive agreements. The terms provided here are subsidiary and supplementary for installation services.

### 2. Preliminary work and customer cooperation

- 2.1. The contractor must, at its own expense and risk and in a timely manner before the agreed start of installation work as well as during its execution, complete all preparations and measures with respect to personnel and material that are necessary for proper workflow, disturbance-free performance of the tasks, and unhindered completion. To the extent no special agreements are reached in the main contract, this includes in all cases, for example, appropriate structural adaptations to the work area (such as wall break-throughs, foundations, etc.) the provision of necessary equipment, tools, devices, and other work aids, the necessary materials, auxiliary materials and operational materials, assignment of the necessary support personnel, etc.  
All electrical work (such as electrical feed lines and connections, cabling of individual components, lightning arrestors, earthing tasks, illumination, etc.) as well as installation and ready-for-use connection of compressed air, water, and other media, including various drains, must be completed by customer.  
All of these supplementary measures required by the contractor will be invoiced separately.
- 2.2. If the agreement states that the customer shall provide support personnel, then they must be provided in adequate quantity and with the necessary technical qualifications as required by the contractor. If the provision of hoists and scaffolding is agreed, these must also be provided in suitable form. If it is revealed during the course of the installation that the installation support personnel are either unsuitable to provide installation support or the required support personnel are not present, the resulting additional charges will be invoiced.
- 2.3. The customer must perform the measures necessary to provide for the protection of persons and property at the place of installation. The customer must also notify our chief erector about existing safety rules to the extent that these are relevant for the installation personnel.

### 3. Requirements for installation

- 3.1. We require that the job site be free of obstacles and can be entered without risk so that the work can be completed flawlessly and without any interruptions for which we are not responsible. The maximum path of transport from the storage place of the parts to the place of installation is 50 m or within crane range. Additionally, tasks involving torches, grinding, and welding must be permitted at the job site. Platforms, steps, and walkways in the building/site must be completed at the time installation work begins.
- 3.2. The following must be provided to us by customer at no charge for the duration of the installation:  
Compressed air at 6 bar (operating pressure); flowing water; and electrical power (400/230V) for power and light, including connections and feed lines up to the points of consumption; heating; and illumination for any personnel and material barracks that we may need to establish; all small installation materials like cleaning materials and lubricants as well as autogenous welding and cutting gases. Any tasks associated with earthmoving, concrete, masonry, carpentry, plumbing, painting, and electricity must be performed by customer.
- 3.3. Unloading of parts and transportation to the place of installation are not included in the price. A pre-assembly area must be available.
- 3.4. The installation level of the devices to be assembled and the storage and pre-assembly area are at +/-0 m.
- 3.5. Any additional requirements from the main order are also considered agreed.
- 3.6. Hoists and scaffolding must be provided by the customer.

### 4. Installation period

Specifications about the anticipated duration of installation, repair, and/or start-up services are non-binding.

### 5. The customer's insurance and custody obligations

The customer must take into custody all of the materials delivered by the contractor and all of the installation personnel's movable objects and is liable until completion of the installation, until removal and transportation of the work aids and movable objects and assumes risk up to force majeure for all damages affecting them, their destruction, and loss.

### 6. Warranty and liability

- 6.1. The contractor is liable for diligent and proper execution of the tasks to be performed by its installation personnel. Any more extensive liability will not be assumed. In addition, the corresponding clauses of our General Delivery Terms apply for liability and damage compensation from the Warranty section and from other sections.
- 6.2. Warranty and damage compensation are explicitly excluded for supplementary performance which the customer commissioned the contractor's technicians to perform on system parts that are not specifically part of the order. For such tasks the customer is authorized to issue instructions and the contractor's technicians are considered integrated into the customer's operations and are ceded as employees. The customer bears all risks associated with such supplemental performance and is obligated to hold the contractor harmless and free of damages in cases of third-party claims.

**7. Attestation and transfer of the system/tasks and acceptance tests**

- 7.1. The customer must attest every week the working hours of the workers provided by the contractor. The installation invoices will be based on the attestations. When installation is completed, the contractor will be entitled to transfer. This occurs through the customer's confirmation on the most recent work attestation or on the commissioning/acceptance-test protocol and certifies that the system was accepted in a fully functional condition.
- 7.2. If the installation proves to be defective at the time of transfer the transfer will be proceed conditioned upon removal of the discovered defects. The transfer cannot be refused if the contractor acknowledges in the transfer confirmation its obligation to remove the discovered defects.
- 7.3. If the acceptance or the issuance of the acceptance confirmation is delayed, the acceptance test will be considered concluded two days after notification of the completion of the performance.
- 7.4. If the customer refuses to sign the performance documentation presented by the contractor, the specifications of the contractor's personnel will be binding for both parts.

**8. Payment terms, prices**

- 8.1. The customer is obligated to submit to the contractor at the contractor's request as well as before dispatch of workers and during the course of installation tasks advance payments or partial payment amounts against its subsequent settlement. Payment of the installation invoice is due immediately after presentation of the invoice without discounts. Withholding of payments due to warranty claims or other customer counter-claims not recognized by the contractor are not permissible.
- 8.2. All listed prices are based on current labor and material costs. If these fundamentals change, the contractor will be entitled to a corresponding price adjustment.

**B. General Installation Terms for Flat-Charge Installation****1. Installation price**

- 1.1. The agreed flat-charge price is calculated based on the installation requirements defined in Points 2 and 3 under Section A of these Terms. If the contractor incurs additional expense due to non-fulfillment of one of these requirements, the contractor will be authorized to a corresponding price increase.
- 1.2. If at the beginning of installation it is revealed that the conditions at the job site do not correspond to the installation requirements according to Points 2 and 3 under Section A that were assumed during calculation of the flat-charge price or if the conditions change before conclusion of installation, the contractor will be authorized to invoice for the resulting additional expenses according to time and expense.
- 1.3. It is a fundamental assumption that the installation will be performed during normal working times, e.g. Monday through Thursday 8 hours per day and on Fridays 6.5 hours. If overtime will be worked for special reasons at the request of the customer, this must be confirmed in writing by the customer. The resulting overtime charges will be invoiced separately to the customer at the hourly rates specified in the installation terms.
- 1.4. Clause 2.2 under Section A applies particularly to installation jobs where flat-charge prices were agreed and does not lose its validity if the customer and contractor have agreed that Section A is invalid.

**2. Work interruption, installation delay**

- 2.1. If the installation is delayed due to the appearance of conditions for which the contractor is not responsible, the installation period will be appropriately extended. This applies even if such conditions appear after the contractor has fallen behind. The customer will bear the costs associated with the delay.
- 2.2. If the duration of the installation extends due to any other condition for which the customer or one of its vendors is responsible and if the work of the installation personnel is thereby interrupted or extended, the waiting times, the additional work time, the total accommodation expenses, and the additional travel costs of the installation personnel will be invoiced separately.
- 2.3. In the event of a work interruption for which the contractor is not responsible and which requires the withdrawal or recent dispatch of workers provided by the contractor, the resulting expenses will be invoiced to the customer.

