

Terms, conditions and charging rates for installation personnel



15.002E/01 20

According to VDMA conditions – effective since January 2020

I. Charging rates

The following rates apply to working, waiting and travelling hours:

Normal hours	Monday-Thursday	= 7,5hrs./day
	Friday	= 7hrs./day

Hourly rates:

Labourer	129 957
Mechanic/welder	129 947
hydraulic technician	129 948
head fitter	129 941
service mechanic	102 011
electrician/electronic technician	101 785
technician	129 940
engineer	129 942

The following surcharges apply to overtime, work at night, on Sundays and holidays:

from the 7.5 th (fr from the 7 th) daily working hour	25 %
from the 9.5 th (fr from the 9 th) daily working hour	50 %
sunday hour	70 %
holiday hour	100 %
sunday overtime (from 10th working hour	75 %
holiday overtime (from 10th working hour)	125 %
night work from 8:00 p.m. till 6:00 a.m.	15 %
overtime from 8:00 p.m. till 6:00 a.m.	60 %
saturday, the 1 st 2 hours	25 %
saturday, from the 3 rd hour on	50 %

Holidays are all public holidays in your region. Overtime will be worked if necessary and agreed. A corresponding surcharge will be invoiced for particularly difficult or dirty work or for work to be performed under particularly aggravating or dangerous circumstances. The customer will attest the working time and performance of the installation personnel on a form submitted to him on a weekly basis. In case of installations, the necessary travelling time (including the journey between accommodation and working site) will be charged as working time. Waiting time as well as the time required for room-hunting or any registrations will be charged as working time if the working time is affected by these activities. The complete daily working time will be charged, however at least 37.5 hours per week, even if the installation personnel cannot work the full working hours through no fault of theirs. Our charging rates have been based on current cost factors. If these change, our charging rates will be adapted accordingly.

Necessary telephone calls are payable by the customer.

II. Travel expenses

The travel expenses of the installation personnel (including costs for transport and transport insurance of the personal luggage and tools brought along and sent in advance) will be charged at cost.

The travel expenses include also the costs for the journeys to their families during the installation period and the necessary transportation by tram, bus or car to and from the installation site.

For engineers and foremen, first-class tickets plus the necessary supplementary fares will be charged.

For fitters, second-class tickets will be charged for distances up to 200 km and first-class tickets plus the necessary supplementary fares for longer distances and journeys at night.

Journeys by estate cars	129 971
Journeys by workshop cars	100 173

III. Separation allowance rates

In the case of installations away from the installation contractor's works, a separation allowance will be charged per day of absence (including Sundays and holidays).

Germany

For fitters, foremen, engineers 129 977

Accommodation flat rate
(If this flat rate is not sufficient, the actual costs will be charged by the expense voucher.) 129 978

ABROAD

Rates are available on request.

If in individual cases the allowances are inadequate for a reasonable living and pocket money, the rates will be increased accordingly.

IV. Insurance

During their absence from their employer the personnel will remain in the social security scheme as their wages continue to be paid.

V. Turnover tax

Jobs will be invoiced plus VAT. The pre-tax relief according to section 8.2 of the turnover tax implementing regulation is already included in our charging rates.

VI. Payment

Installation costs are payable immediately after receipt of the invoice without any deductions. Retention and setoff is excluded. At our discretion, installation costs will be invoiced weekly, monthly or upon termination of the installation.

VII. Cooperation of the customer

1. The customer shall assist the installation personnel during the installation at his expense and provide full works security for them as for his own personnel.
2. He shall take the necessary measures to safeguard persons and property on the installation site. He shall inform the installation supervisor of any safety regulations applicable to the installation personnel. He will inform the installation contractor of any violations of such safety regulations by the installation personnel. In case of serious violations, he may forbid offenders to enter the installation site after consultation with the supervisor.





VIII. Technical support by the customer

1. The customer is obliged to give technical support at his expense, in particular:
 - a) To make available the necessary suitable personnel (masons, carpenters, mechanics, other skilled workers and helpers) in the number and for the time required for the installation; they must follow the supervisor's instructions. The installation contractor will not be liable for the personnel supplied.
 - b) To complete any excavation, construction, foundation and scaffolding work including procurement of the necessary building material.
 - c) To provide the necessary fixtures and heavy tools (e.g. lifting equipment, compressors, field smithies) as well as the necessary accessory material (e.g. scaffold material, wedges, base plates, cement, plaster and sealing material, lubricants, fuels, driving cables and belts).
 - d) To provide heating, lighting, energy, water including the necessary connections.
 - e) To provide any necessary dry and lockable rooms for storing the tools of the installation personnel.
 - f) Transport of installation components to the installation site, protection of installation components and materials against harmful influences of any kind, cleaning of installation components.
 - g) To provide suitable secure rest and work rooms (including heating, lighting, washing and sanitary facilities) as well as first aid supplies for installation personnel.
 - h) To provide all materials and take all measures required for contractually agreed test runs.
2. The technical support by the customer shall ensure that the installation can be started immediately after arrival of the installation personnel and can be carried out without delay until the acceptance agreement by the customer. If special plans or instructions of the installation contractor are necessary, these will be made available to the customer in due time.
3. Should the customer not meet his obligations, the contractor will be entitled but not obliged to perform the actions incumbent on the customer in lieu and at the expense of the customer. Otherwise the legal rights and claims of the installation contractor shall remain unaffected.

IX. Installation time, risk

1. Any statements regarding the time of installation are only approximate.
2. In exceptional cases, where installation time has been indicated as binding, it is considered to be fulfilled when the installation is ready for acceptance by the customer or for contractually agreed tests even if the previously stated time has elapsed.
3. Should the installation be delayed due to circumstances for which the contractor can not be held responsible, the installation time will be adequately extended; this shall also apply if such circumstances occur after the contractor has already fallen behind schedule. The costs caused by the delay will be paid by the customer.
4. If the customer claims a verified damage due to the delay of the contractor, he is entitled to the following: a compensation for damages caused by undue delay of 0.5 % for each complete week of delay, however a maximum of 5% of the installation price for that part of the installation to be mounted by the contractor, which cannot be used in time. Any further claims are then excluded.
5. Installation risks shall be borne by the customer.

X. Acceptance

1. The customer is obliged to accept the installation as soon as he has been informed of its completion and any agreed tests of the item have been performed. If the installation proves to be non-conforming to the contract, the installation contractor shall be obliged to repair the defect at his expense. This shall not apply if the defect has been caused by a circumstance for which the customer is responsible or which is irrelevant in the interests of the customer. If the defect is inessential, the customer can not refuse the acceptance if the contractor expressly acknowledges his obligation to repair the defect.
2. If the acceptance is delayed through no fault of the contractor, the acceptance shall be considered completed after seven days after notification of completion of the installation.
3. After acceptance the contractor will no longer be liable for apparent defects unless the customer has reserved the right to claim a particular deficiency.

XI. Warranty

1. After acceptance of the installation, the installation contractor shall be liable for repairing all defects of the installation, which occur within 3 months after acceptance, excluding any other claims of the customer. The customer will inform the contractor immediately of any defect. His right to claim under warranty will end 3 months after detection of fault.
2. The installation contractor can not be held liable if the defect is caused by any circumstances for which the customer is responsible or which is irrelevant in the interests of the customer.
3. The liability of the contractor will be void if the customer has performed any modifications or repairs without the contractor's consent.

XII. Further liability of the installation contractor

If an installation component supplied by the installation contractor is destroyed and lost during the installation through the fault of the installation contractor, he will be obliged to replace it at his expense.

XIII. Limitation of liability

Beyond the rights granted to him in the aforementioned regulations, the customer cannot claim damages or other rights against the contractor because of any disadvantages in connection with the installation, no matter to what legal basis he refers.

XIV. Compensation by the customer

Should the fixtures or tools made available by the installation contractor be damaged during transport or on the installation site or get lost through no fault of his, the customer is obliged to compensate for the damages. Any damages caused by normal wear are disregarded.

XV. Place of jurisdiction

Any disputes arising hereunder will be settled before a competent court of law local to the head office of the installation contractor. The contractor may also bring the matter before the court having jurisdiction over his subsidiary entrusted with the installation or the court having jurisdiction over the customer.

