

Additional General Terms and Conditions of Sale and Delivery of Federatie Aandrijven en Automatiseren in case of manufacturing, assembly and installation

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In addition to the General Terms and Conditions of Sale and Delivery of Federatie Aandrijven en Automatiseren (hereinafter referred to as: Feda terms and conditions for trading companies), the following applies in the event of manufacturing, assembly and installation by the contractor:

Art. XVI Price

1. The supply of piping or wiring as well as the provision of piping or wiring diagrams is not included in the offer.
2. Unless otherwise agreed, cost estimates and plans will not be charged separately. If the contractor has to make new drawings, calculations, descriptions, designs or tools and the like in the case of repeat orders, a fee will be charged for them.
3. The costs of loading and unloading and transport of the raw materials, semi-finished products, designs, tools and other goods made available by the client are not included in the price and will be charged separately. Costs paid by the contractor in this respect will be deemed as prepayment chargeable to the client.
4. If the contractor has contracted to assemble the product, the price has been calculated including assembly and operational delivery of the product at the place mentioned in the offer and including all costs, except the costs that are not included in the price according to the preceding paragraphs or that are mentioned in art. XVII of these terms and conditions. Costs incurred on account of unworkable weather will be passed on.

Art. XVII Assembly/installation

1. If the parties have agreed that the contractor will see to the assembly/installation of the product to be delivered, the client is liable towards the contractor for the correct and timely execution of all layout, facilities and/or conditions that are necessary for the placement of the product to be assembled/installed and/or the correct functioning of the product in assembled/installed state. This does not apply if and in as far as the execution by or on instruction of the contractor is carried out according to drawings and/or data provided by or on instruction of the latter.
2. Without prejudice to the provisions set out in paragraph 1, if the parties have agreed that the contractor will see to the assembly/installation, the client will in any case make sure at his own risk and expense:
 - a. that the employees of the client can start their work as soon as they arrive at the site where the product is to be placed and continue to do their work during normal working hours and, if the contractor considers this to be necessary, outside normal working hours, provided that he has notified the client hereof in time;
 - b. that suitable accommodation and/or all facilities required by government regulations, contract and custom are available to the employees of the

- contractor;
- c. that the access roads to the site where the product is to be placed are suitable for the required transport;
 - d. that the site designated for placement is suitable for storage and assembly;
 - e. that the necessary lockable storage depots for materials, tools and other goods are available;
 - f. that the necessary and customary supporting workmen, auxiliary equipment (such as scaffolding, hoists, elevating cranes, ladders, electric and autogenic welders, with the exception of the usual hand tools), auxiliary materials (including fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and the measuring and test equipment common to the business of the client will be available to the contractor at the right place, free of charge and in time;
 - g. that all necessary safety measures and precautions have been taken and are maintained, as well as all measures to satisfy the government regulations applicable within the context of the assembly/installation.
 - h. that on commencement of and during assembly, the products delivered are available in the right place;
 - i. that the place of installation is in accordance with the other installation instructions of the contractor.
3. Damages and costs that arise as a result of the failure to satisfy the conditions laid down in this article or to satisfy them in time are at the expense of the client.
 4. The assembly does not include:
 - a. the supervision of the filling of the product delivered with the medium intended for the installation of the client;
 - b. the instruction, which in the opinion of the contractor is necessary, on the operation of the product to the employees of the client who will be responsible for the operation, to be given on the days to be determined by the contractor.
 - c. the placement and/or connection of the product to be delivered to the installation of the client;
 - d. the supply and mounting of electric wiring;
 - e. excavation, hacking, breaking, brickwork, concrete work, carpentry, plastering painting or other similar activities;
 - f. the application of paint or other exterior protective layer to the piping;
 - g. the supply of the medium intended for the product and the filling of the product with such medium;
 - h. the execution of cleaning activities in connection with the occurrence of leaks in the installation.
 5. For work executed outside normal working hours at the request of the client, a surcharge will be charged in accordance with the rates applicable within the company of the contractor.
 6. With regard to the assembly/installation time, article VI of the Feda terms and conditions for trading companies applies by analogy.
 7. The client is responsible for the competent and correct use and application within his organization of the products, as well as for the administration and calculation methods to be used.

Art. XVIII Acceptance test

1. If acceptance tests have been agreed, following the delivery as referred to in article VI paragraph 3 of the Feda terms and conditions for trading companies, or in the event assembly/installation has been agreed on following the assembly/installation, the client shall provide the contractor with the opportunity to execute the necessary preparatory tests and to make such improvements and changes that the contractor deems necessary. Immediately following the request of the contractor to this end, the acceptance tests will be carried out in the presence of the client. If the acceptance tests have been carried out without specified and founded complaints, and also if the client does not comply with his obligations mentioned above, the product is deemed to have been accepted.
2. The client will make the facilities available to the contractor, including those referred to in art. XVII paragraph 2, subparagraph f, as well as representative samples of any materials to be processed that are required for the acceptance test and for any other test, to a sufficient extent, in time and free of charge at the right place, so that the parties may imitate the anticipated operating conditions of the product as closely as possible.
If the client does not comply with this, the preceding provision, last sentence will apply.

Art. XIX Warranty

1. Art. X paragraph 1 of the Feda terms and conditions for trading companies applies by analogy to defects that are not visible on inspection or during an acceptance test and that are caused exclusively or preponderantly by the faulty assembly/installation by the contractor. If the product is assembled/installed by the contractor, the warranty period of 12 months referred to in art. X paragraph 1 will become effective on the date that the assembly/installation by the contractor has been completed, on the understanding that in that case, the warranty period in any case ends 19 months after delivery in accordance with article VI, paragraph 3.
2. A new warranty period of 12 months will apply to repaired or replaced parts, provided that any warranty expires as soon as, in case of the applicability of paragraph 1, 30 months after the delivery mentioned above have passed.
3. Unless otherwise agreed, in the event of repairs, revisions and maintenance work and similar services carried out by the contractor outside the warranty, only the reliability of the execution of the assigned work is warranted, for a period of 12 months. This warranty only consist of the obligation of the contractor, in the event of faultiness, to carry out the work again in as far as it is faulty. The second sentence of art. X, paragraph 2 of the Feda terms and conditions for trading companies applies by analogy. In that case, a new warranty period of 12 months applies, on the understanding that each warranty will lapse as soon as 24 months after the original execution of the work have passed.