

1. Scope of application
 - 1.1 These Terms and Conditions of Installation apply to entrepreneurs, legal entities under public law or special funds under public law in accordance with Section 310 (1) of the German Civil Code (BGB). The following installation conditions do not apply to consumers.
 - 1.2 All assembly services are based exclusively on these General Terms and Conditions of Assembly. These terms and conditions shall be deemed to be authoritative and binding for the entire duration of the business relationship, even without express declaration.
 - 1.3 TRINAC shall not be bound by any of the Client's own terms and conditions unless TRINAC expressly agrees to them.
2. Offer, conclusion of contract
 - 2.1 Unless otherwise agreed, TRINAC's offers are subject to change.
 - 2.2 Amendments, modifications or other contractual ancillary agreements must be recorded in writing. The possibility of verbal ancillary agreements is thereby excluded. The written form can be maintained by fax; it cannot be replaced by electronic form - in particular by e-mail.
 - 2.3 TRINAC's written confirmation shall be decisive for the scope of work, based on the local conditions and the Client's obligations to cooperate.
3. Prices
 - 3.1 TRINAC's billing rates valid at the time the order is placed and the overtime surcharges valid at the time the order is placed shall apply. 25% for each of the first two hours of overtime. 50% for each additional hour, 50% for Saturday hours, 100% for Sundays and 200% for public holidays (based on the respective billing rate valid at the time the order is placed).
 - 3.2 The following applies to agreed package prices:
 - a. The services incumbent on the client must be provided on schedule and on time.
 - b. It must be possible to carry out assembly work and testing in a normal and uninterrupted working cycle.
 - c. If the requirements are not met, TRINAC shall be entitled to charge additional costs.
 - 3.3 Arrival and departure times are considered working time. Mileage allowance, overnight stays and expenses shall be invoiced according to the flat rates valid at the time the order is placed or according to actual expenditure.
 - 3.4 Other costs such as spare parts, telephone, fax or travel will be charged separately on presentation of proof.
 - 3.5 TRINAC plans the installation according to the weather forecast. Should unexpected wind, storm, frost, etc. make assembly impossible, the associated downtime costs (e.g. personnel, auxiliary cranes, mobile cranes, pontoons, jack-up platforms, etc.) shall be borne by Client. The same shall apply if TRINAC - despite the weather risk - is instructed to carry out assembly or if assembly is postponed for reasons for which the Client is responsible.
 - 3.6 Costs for transport permits or traffic control measures or other conditions and ancillary provisions to maintain the safety and ease of road traffic and/or to protect the road structure will be charged separately on presentation of proof.
4. Terms of payment, credit report
 - 4.1 Unless otherwise agreed in writing, payment of the installation price including other expenses is due immediately after acceptance without deduction. All prices are net plus VAT at the statutory rate applicable on the date of invoicing.
 - 4.2 TRINAC shall be entitled to demand advance payments from the Client for self-contained parts of the work for contractual services rendered. This shall also apply to required materials or components that have been specially manufactured or delivered. The claim shall only exist if ownership of the parts of the work, materials or components is transferred to the Client or security is provided for them.
 - 4.3 Payment orders shall only be accepted by special agreement and - subject to the charging of all collection and discount charges - only on account of performance.
 - 4.4 Interest on arrears shall be charged in accordance with § 288, para. 2 BGB with 9 % points above the base interest rate.
 - 4.5 The Client hereby authorizes TRINAC to obtain information on its creditworthiness and solvency from credit institutions, credit insurers, etc.
5. Offsetting, assignment and right of retention
 - 5.1 The client shall only be entitled to withhold payments or offset them against counterclaims insofar as its counterclaims are undisputed or have been legally established; furthermore, the client shall be entitled to withhold payment of the remuneration for the work insofar as the counterclaims result from the same contract for work.
 - 5.2 In order to fulfill its payment obligations to TRINAC, the Client shall assign its claims for remuneration for work to its client/principal as security for outstanding remuneration for work. TRINAC shall only disclose the assignment to the Principal/Client as soon as the Principal is in arrears with more than one monthly installment. Upon request - as a rule only after default of payment - the Client shall provide TRINAC with copies of the outstanding wage claims/invoices vis-à-vis its client/principal on whose construction site the crane(s) is/are in use, together with an invoice. The client's principal/client shall be informed of this assignment upon conclusion of the contract.
6. Cooperation of the client/liability
 - 6.1 The client is responsible for the local conditions. He must ensure appropriate working conditions and safety on site.
 - 6.2 The client must create all technical conditions necessary for the proper and safe execution of the order - and maintain them during the installation.
 - 6.3 The Client shall obtain the consent of the owners required to drive on third-party properties, paths and squares and shall indemnify TRINAC against third-party claims that may arise from unauthorized use of a third-party property.
 - 6.4 The client is responsible for ensuring that the ground, space and other conditions at the site allow the order to be carried out properly and safely. In particular, he must ensure that the ground conditions at the loading and unloading site or crane location as well as the access routes are able to withstand the ground pressures and other stresses that occur. The client's responsibility extends to all information about underground cable shafts, supply lines, other underground lines and cavities that could impair the load-bearing capacity of the ground at the site or the access routes. The client must point out the location of overhead and overhead lines, underground cables, lines, shafts and other cavities that could impair stability and operational safety. Information and declarations by third parties which the client uses to fulfill its obligations shall be deemed to be declarations made by the client itself.

- 6.5 Without TRINAC's consent, Client shall not issue any instructions to the personnel deployed by TRINAC that run counter to the contractual agreements or the purpose of the contract.
- 6.6 The client must ensure that assembly can begin immediately after the arrival of the assembly personnel. Any delays for which the client is responsible shall be borne by the client. He shall also be responsible for any damage resulting from inadequate access to or preparation of the site.
7. Obligations of TRINAC
 - 7.1 TRINAC shall carry out all orders placed properly and professionally using all available technical means in compliance with the relevant rules of technology. It may also make use of the cooperation of subcontractors to fulfill its tasks.
 - 7.2 As a rule, TRINAC will visit the site with the client to inspect and determine any special features. The ground pressures for the installation site of the crane shall be provided to the Client for the preparation of the installation site; the same shall apply to the earth pressures with regard to the mobile cranes to be used. The client must prove that the construction site (in particular) has been prepared to the required extent by submitting a structural analysis no later than 3 days before the assembly is called off. If the proof is not available, the planning/execution will be postponed.
8. Assembly deadline
All information and deadlines and assembly periods are non-binding and only approximate.
9. Acceptance
If acceptance is delayed for reasons for which TRINAC is not responsible, acceptance shall be deemed to have taken place 2 working days after receipt of the notification of completion of assembly; at the latest, however, after the rented item has been put into use.
10. Material defect/defect rights
 - 10.1 If the Client demands subsequent performance, TRINAC may, at its discretion, remedy the defect or produce a new work. TRINAC may refuse subsequent performance if it is only possible at disproportionate cost or if the defect is only insignificant. In the event of failure or the economic disproportionality of the subsequent performance, the Client reserves the right to reduce the price or, if a construction service is not the subject of the liability for defects, to withdraw from the contract at its discretion.
 - 10.2 TRINAC must be notified immediately in writing - or by fax - of any defect found, giving a precise description of the defect.
 - 10.3 If the Client has improperly carried out assembly or repair work on the item itself or had it carried out by third parties without TRINAC's consent, TRINAC's warranty obligation shall lapse.
 - 10.4 In the event of justified claims for rectification, TRINAC shall only bear the costs that are necessary for the purpose of rectification.
 - 10.5 The Client's claims for defects shall lapse 12 months after acceptance. However, if an installation service is performed on a building and TRINAC causes its defectiveness as a result, the statutory periods shall apply.
11. Liability
 - 11.1 The Client may not assert any claims for compensation against TRINAC beyond the claims granted to it in the provisions of these General Terms and Conditions of Installation, including claims arising from non-contractual acts or other rights due to any disadvantages associated with the installation, irrespective of the legal grounds on which it relies.
 - 11.2 TRINAC shall be liable in accordance with the statutory provisions if the Client asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents.
 - 11.3 TRINAC shall be liable in accordance with the statutory provisions in the event of culpable breach of material contractual obligations, including liability for gross negligence on the part of non-executive employees and for slight negligence, but in the latter case limited to reasonably foreseeable damage typical of the contract.
 - 11.4 TRINAC shall be liable in accordance with the statutory provisions for damages arising from injury to life, limb or health that are based on a negligent breach of duty by TRINAC or an intentional or negligent breach of duty by one of its representatives or vicarious agents. Liability for damages shall be limited to the foreseeable, typically occurring damage.
 - 11.5 Claims for damages against TRINAC, in particular compensation for damage that has not occurred to the installation object itself, may only be asserted by the Client,
 - a. in the event of intent by TRINAC,
 - b. in the event of gross negligence on the part of TRINAC's executive bodies or senior employees,
 - c. in the event of culpable injury to life, limb or health,
 - d. in the event of defects which TRINAC has fraudulently concealed or the absence of which TRINAC has guaranteed.
12. Data protection
 - 12.1 The Client shall be obliged to keep confidential all illustrations, drawings, calculations and other documents and information received in connection with the assembly work. They may only be disclosed to third parties with the written consent of TRINAC, unless Client is obliged to do so on the basis of statutory or official regulations. The confidentiality obligation shall also extend to personal data. The confidentiality obligation shall also apply after completion or failure of the contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. Sub-suppliers shall be obligated accordingly.
 - 12.2 The conclusion of the contract shall be treated confidentially. Reference may only be made to the conclusion of the contract with TRINAC in Client's advertising materials after written approval. TRINAC and Client undertake to treat all commercial or technical details that are not in the public domain and that become known to them through the business relationship as business secrets. Upstream suppliers shall be obligated accordingly.
13. Severability clause
 - 13.1 Insofar as these Terms and Conditions of Assembly do not contain any provisions, the statutory provisions shall apply. Unless the contracting parties have expressly agreed otherwise in writing.
 - 13.2 Should one or more provisions of these Terms and Conditions of Installation be invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the invalid/unenforceable provisions, a valid provision shall be deemed to have been agreed which comes as close as possible to the economic intentions of the contracting parties. The same applies in the event of any loopholes.
14. Contract language
The language of negotiation and contract is German. This also means that the contract will be executed verbally and in writing in German.

15. Applicable law
The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws rules and private international law.
16. Code of Conduct - Restriction of competition
 - 16.1 The client assures and undertakes to observe the Code of Conduct for Contractual Partners (Code of Conduct) of HOCHTIEF Aktiengesellschaft (Code of Conduct). In particular, the lessee expressly assures and undertakes to comply with the anti-corruption, antitrust and competition regulations referred to in the Code of Conduct. Its employees and subcontractors (insofar as subcontracting by the Supplier is provided for or agreed under this contract) shall be required to comply with the Code of Conduct. The Code of Conduct is available at www.trinac.de. In the event that Client breaches the provisions of the Code of Conduct and does not remedy this breach within a reasonable period of time following a request by TRINAC, TRINAC shall be entitled to terminate the contract for good cause with immediate effect or to withdraw from the contract.
 - 16.2 In the event of a breach of applicable anti-corruption or antitrust and competition regulations or other serious breaches of duty against the Code of Conduct, TRINAC shall be entitled to terminate the contract for good cause or withdraw from the contract even without setting a grace period.
 - 16.3 If the client or the persons commissioned by it or acting on its behalf have demonstrably entered into an agreement that constitutes an unlawful restriction of competition, the client must pay 10% of the net contractual order amount incurred during the cartel period for the product affected by the agreement as compensation. This does not apply if the client is not responsible for the unlawful restriction of competition. TRINAC shall be at liberty to prove that higher damages have been incurred. The Client shall be at liberty to prove that no damage or lesser damage has been incurred.
17. Place of jurisdiction
Insofar as there are no mandatory statutory provisions to the contrary, the place of jurisdiction for all claims arising from the respective contract shall be the Essen District Court and, in the case of actions with higher amounts in dispute, the Essen Regional Court.