

Conditions for machine installation, commissioning, modification, repair and overhaul of machines from the firm Wehrmann Holzbearbeitungsmaschinen GmbH & Co. KG, hereinafter referred to as „Vendor“ - Last update: 2017-05

1. The costs of engineers visits as well as that of the required replacement parts are paid by the company who placed the order.

2. Services of engineers

2.1 Hourly rate (engineering work, travelling)

Service engineers, mechanical engineers, electrical engineers	€ 67,00
electronic specialists, foremen	€ 77,00
system-programmer	€ 98,00

2.2 Surcharges for additional- late- sunday- and public holiday work (work and travelling time)

Invoiced in ¼-hour intervals, up and down rounded down to commercial guidelines.

from the 10th hour it will principally surcharged	25 %
from the 13th hour it will principally surcharged	50 %
saturdays	50 %
sundays	100 %
public holidays	150 %

2.3 Travelling costs

cost per km using service car € 0,75

the calculation is based on the location of Wehrmann (Barntrup)

cost of travelling using public conveyance

- tourist class	as per tariff
- night, 1 st class or sleeping carriage	as per tariff

2.4 Expenses and hotel costs (only Germany)

Daily allowances excluding hotel

costs (in Germany), tax rates + €5,00

Hotel costs as per receipt or at a flat-rate

2.5 Daily allowances excluding hotel costs (outside Germany)

in accordance with fixed sums per country groups + 15%

Hotel costs as advised or fixed sum.

2.6 These rates do not include VAT.

2.7 Payment terms

The cost of engineers visits are to be paid immediately after receipt of the applicable invoice without reductions. The Vendor can supply part invoices.

3. Interruption of the engineer´s visit

3.1 If for very definite reason (i. e. orders) several engineers movements are necessary, the attendant travelling and hotel costs are to be paid by the purchaser.

3.2 In very urgent cases, e. g. downtimes in the factories of other customers, the Vendor is allowed to have the engineer stop his current visit. The attendant travelling cost will be paid by the Vendor.

4. Cooperation of the purchaser

4.1 The purchaser is committed to assist the Vendor.

4.2 Assistance by the purchaser is to make sure that work can begin immediately after arrival of the Vendor´s engineer(s) and be completed without delay until it is inspected by the purchaser.

4.3 Cooperation consists in protection persons and things at site, ensuring optimum working conditions and providing the required services.

4.4 Readiness of assistants, if the engineer thinks this is necessary. This also applies to the requirements of the engineer in conjunction with Safety at Work regulations.

4.5 Availability of a translator if the engineer considers it necessary.

4.6 The cost of realising this assistance is paid by the purchaser.

4.7 If the purchaser does not come up to his commitments, the Vendor will be entitled but not committed to carry out the applicable actions in place of the purchaser at his costs.

4.8 The purchaser informs the Vendor about possible faults and contravention by the engineer(s).

5. Tasks of the engineer

5.1 The engineer only carries out the work laid down by the Vendor and informs the purchaser on the handling and treatment of the machine.

5.2 In urgent cases, in particular to avoid major downtime, the engineer will work overtime or on legal holidays as far as is legally permitted (if desired by the purchaser); this work, which is charged at higher hourly rates, will be carried out with the consent of the engineer scheduling management.

5.3 The engineer is not entitled to forward legally binding statements. In such cases, it will be appreciated if you refer directly to the customer service management.

6. Liability

6.1 The Vendor´s liabilities include free-of-charge amendment work that needs to be carried out due to a fault of our engineer.

6.2 The purchaser´s claim for amendments will expire if the purchaser does not promptly indicate the engineer´s fault.

6.3 Furthermore, the Vendor is not liable for problems which are a direct result of the local conditions, floor conditions, etc.

6.4 Liabilities for modifications or repairs carried out by the purchaser without the authorisation of the Vendor are excluded, and the Vendor will not pay for this work even if it is started during warranty.

7. Warranty

7.1 With the exception of the claim for amendment after our fault, the purchaser is not entitled to any further claims or rights in respect of any inconvenience which might occur in conjunction with the engineers work, irrespective of the legal aspect he refers to. Liabilities an account of consequential damages are thus excluded.

7.2 In other respects the law valid at the seat of the Vendor is applicable to any disputes arising hereunder (i. e. German law).

8. Inspections

8.1 After the engineer has finished his work, the purchaser should check if the work has been completed as agreed, i. e. in accordance with the applicable order.

8.2 The engineer(s) has (have) to submit the worksheet (including the travelling and working hours) to the purchaser who will sign the worksheet. The purchaser thus acknowledges that the engineer has completed his work as agreed. The time needed by the engineers to travel back home will be noted at the Vendor´s service centre after the arrival of the engineer(s).

8.3 If the inspection is delayed without the Vendor´s fault, it will be considered as completed after expiration of 10 days. The same applies to a situation where, at the engineers departure, no person entitled to signature is available, and hence the completion of the engineer´s work cannot be acknowledged via signature.