

XII. SPECIAL PROVISIONS FOR INSTALLATION SERVICES

1 Subject matter of the contract

- 1.1 If the customer is a commercial purchaser within the meaning of I. Section 2 of our General Terms & Conditions, these Special Provisions shall apply – in addition to our General Terms & Conditions – to installation services that we perform on behalf of the customer. We shall not be bound by the customer's general terms and conditions or general terms of purchase, even if we do not expressly object to them.
- 1.2 The content of the contract concluded between the customer and BITO is decisive in determining whether assembly services are owed. The assembly process involves post-tensioning, erecting, joining, fastening and integrating components.
- 1.3 In the event of any contradictions between these Special Provisions for Installation Services and our General Terms & Conditions, these Special Provisions for Installation Services shall take precedence over the General Terms & Conditions when providing installation services.
- 1.4 Individual agreements made with the customer in individual cases (including collateral agreements, supplements, and amendments) shall in all cases take precedence over these Special Provisions for Installation Services.

2 Place of assembly, performance of assembly services

- 2.1 The place of assembly is stated in the contract concluded between the customer and us.
- 2.2 The assembly services are performed at the place of assembly. Once assembly is complete, our fitters will clean the hall floor to a 'broom-clean' standard (coarse dirt re-moved, no vacuum cleaning). Further cleaning of the floor and cleaning of the works are not included in the scope of services.
- 2.3 We are entitled to use third parties to carry out the assembly work.
- 2.4 The installation of the facility shall be carried out in accordance with the drawings or installation plans. Any changes to the agreements made or the undertaking of work that is not part of the assembly work must be discussed with our project manager before work commences and must be commissioned separately.
- 2.5 We will only accept returns of transport packaging and residual materials if they are returned carriage paid.

3 Remuneration for assembly services

- 3.1 Unless otherwise agreed, remuneration for assembly services is included in the price specified in the contract concluded between the customer and us. However, in the absence of an express agreement, this shall not apply if the installation services are to be performed in cold rooms; the corresponding additional costs shall be invoiced to the customer separately.
- 3.2 Any waiting times and interruptions to installation for which we are not responsible, as well as additional services and extensive instructions that were not announced in advance, will be invoiced on an hourly basis and according to material costs.

4 Requirements to be met by the customer

- 4.1 The customer is obliged to meet the following requirements at their own expense and responsibility:
- 4.1.1 The installation site must be fully accessible and swept clean at the start of the installation work. Entrances must be of sufficient size to allow transport of material as well as of auxiliary equipment such as forklift trucks and lift platforms to the place of assembly. The floor slab must be marked with the necessary measuring points for heights, longitudinal and transverse axes, as specified in advance.
- 4.1.2 The installation site must be adequately heated (minimum 8°C), air-conditioned (maximum 24°C) and adequately lit (minimum 200 lux throughout the entire work and storage area or in accordance with local legal requirements) for the entire duration of the installation work.
- 4.1.3 The installation site must be such that the fitters can commence and carry out their work immediately. Unrestricted working conditions must be guaranteed between 6am and 10pm.
- 4.1.4 The road or driveway to the installation site must be suitable for delivery by 40-tonne articulated lorries and fully accessible. The customer is responsible for transporting and unloading the materials to be installed at the installation site.
- 4.1.5 Upon delivery, the buyer shall supply an equal number of Euro-pallets and/or wire-mesh boxes in exchange of the delivered ones. The EURO pallets, stacking frames, mesh boxes and wooden crates used for delivery are the property of BITO-Lagertechnik.
- 4.1.6 Bricklaying and chiselling work shall be carried out by the customer. The same applies to filling drill holes of floor anchors and plugs after disassembly.
- 4.1.7 In the immediate vicinity of the installation site, the customer must provide suitable, sufficiently large, sufficiently dry, and lockable rooms for the theft-proof storage of work equipment, tools, auxiliary means and materials.
- 4.1.8 Air humidity at the installation site and in the rooms referred to in the above section 4.1.7 must be between 45% and 65% throughout the entire duration of the installation work.
- 4.1.9 Care must be taken to ensure that condensation does not form at the installation site at any time during the installation work.
- 4.1.10 For the assembly teams, rest rooms including sanitary facilities must be available within a reasonable distance and in accordance with the legal regulations for the installation site.
- 4.1.11 The customer must ensure that supply facilities and connections required for installation are available at the installation site.
- 4.1.12 The installation site must comply with our specifications regarding the foundations and flooring. The following applies in this regard:
The load carrying capacity of the floor must be checked by the customer. Floor anchoring of the structure to sufficiently strong concrete (C20/25 according to DIN EN 206-1/DIN 1045-2) must be ensured using heavy-duty anchors. It must be possible to drill dowel holes without obstruction (no reinforcing bars ≥ 10 mm). If this is not possible and core drilling is necessary, additional work will be charged for. Expenses incurred due to expansion joints in the floor that were not taken into account will also be charged as an additional cost.
Installation on asphalt or interlocking paving stone surfaces is not possible without laying appropriately dimensioned strip foundations.
When installing on basement and upper floor ceilings, the customer's architect must check the load-bearing capacity of the ceiling construction. We assume that floor slabs and ceilings are a quasi-rigid substrate in accordance with DIN EN 15121:2021.
For magnesite-containing top layers (screed), base plate insulation and stainless steel anchors are required. Special anchoring is required for areas subject to the WHG (Water Resources Act). Unless these additional services are explicitly mentioned in the contract concluded between the customer and us, these shall be remunerated separately by the customer.
- 4.1.13 The flatness and levelness of the floor – raw or finished concrete – on which the structure is to be installed must be kept within the following permitted tolerances in accordance with DIN 18202, Table 3, and RAL-RG 614

over a distance of up to 1 m:	4 mm
over a distance between 1 - 4 metres:	10 mm
over a distance between 4 - 15 metres:	12 mm
over a distance of more than 15 m:	15 mm

- With regard to a horizontal auxiliary plane at the highest point of the floor slab in the shelving/racking area, the vertical tolerance of the floor surface must not exceed 16 mm. Additional assembly material will be required, if deviations exceed the above-mentioned tolerances. Additional material will be invoiced separately.
- Additional costs may arise in the case of larger uneven surfaces, e.g. for structural analysis and floor anchoring. These are charged to the customer as a separate item.
- 4.1.14 If the installation is to be erected in earthquake-prone areas, the customer must specify the intended use in order to determine the necessary measures. Seismic loads are locally occurring additional loads which are significant factors to be considered in structural analysis and component design. The relevant standard for this purpose is DIN 4149, Part 1.
- 4.1.15 The customer shall provide free of charge energy, heating, air conditioning, and ventilation supplies necessary for the performance of the installation services, in particular electricity, gas and water.
- 4.1.16 The customer shall ensure that the installation process runs smoothly without any interruptions caused by the customer or without any disruptions resulting from simultaneous on-site work of other trades or companies at the installation site.
- 4.1.17 The customer must clarify all building regulations with the relevant building authority. BITO can prepare the required structural analysis for a fee.
- 4.1.18 The customer must provide the following free of charge at the installation site, insofar as this is necessary for installation:
- a forklift truck suitable for assembly;
 - protective clothing and protective equipment required by the particular circumstances at the installation site;
 - the items and materials required for installation and start-up, as well as scaffolding, hoists, cranes, and other equipment;
 - the goods to be transported as intended, pallets, transport racks, and in-stallation-related aids required for start-up;
 - a container or similar for the disposal of packaging material.
- 4.2 The customer must also take the necessary measures to protect persons and property at the installation site and inform the assembly manager designated by us in detail about existing safety measures and regulations prior to the start of assembly. In particular, the assembly site for welding work must be secured in accordance with the relevant accident prevention regulations.
- 4.3 The customer must provide us with all information about the location of concealed supply lines and similar systems and system components, as well as the necessary structural data, without being asked to do so.
- 4.4 If the customer is unable to fulfill one or more of the obligations to cooperate arising from clauses 4.1 to 4.3, they must inform us immediately in writing (email is sufficient).
- 4.5 If the customer defaults on one or more of the obligations to cooperate arising from clauses 4.1 to 4.3, our obligation to perform shall be suspended for the duration of the default, insofar as the installation services cannot be performed without the customer's cooperation or can only be performed with disproportionate additional expense.
- 4.6 If the customer culpably violates a duty to cooperate arising from the above clauses 4.1 to 4.3, we shall be entitled, without prejudice to other claims, to demand compensation for the damage incurred as a result (e.g., additional expenses).
- 4.7 If, in the case of orders to be implemented within Europe, the customer postpones the date within a six-week period prior to the start of installation, we reserve the right to claim any additional costs incurred.
- 4.8 For the period during which our obligation to perform pursuant to Section 4.5 is suspended, the customer shall assume liability for all materials located, stored, or installed at the installation site, as well as for any interim storage costs that may arise.

5 Transfer of risk and acceptance of the works

- 5.1 The risk of accidental loss and accidental deterioration of the works shall pass to the customer upon acceptance. If the customer is in default of acceptance, the risk shall pass to the customer.
- 5.2 The customer must declare acceptance within two weeks of our notification of completion of the works. The customer is obliged to carefully inspect the works for any defects. Acceptance cannot be refused on the grounds of minor defects. Upon acceptance, a written acceptance report shall be drawn up after a joint inspection, which shall be signed by the customer and us. Acceptance may also be declared by the customer actually using the works.
- 5.3 If the customer does not respond within the two-week period specified in the above clause 5.2, the works shall be deemed accepted upon expiry of this period, unless the customer refuses acceptance, citing at least one defect.

6 Notice of defects and warranty

- 6.1 After acceptance, the assertion of rights under Sections 634 No. 1 - 4 BGB with regard to defects that were apparent during a careful inspection at the time of acceptance ("obvious defects") is excluded. This does not apply to defects for which the customer has expressly reserved their rights in the written acceptance report.
- 6.2 If the deemed acceptance pursuant to Section 5.3 above applies, the customer must notify us in writing of any obvious defects within two weeks of the date of deemed acceptance. We will inform the customer of the commencement of the deemed acceptance date and the start of the two-week period in accordance with the preceding clause 1. After this period has expired, the assertion of rights under Sections 634 No. 1 - 4 BGB with regard to obvious defects is not permitted.
- 6.3 Defects that were not apparent during acceptance even after careful inspection ("hidden defects") must be reported to us in writing immediately after their discovery.
- 6.4 The notice of defects pursuant to Section 6.2 and Section 6.3 must contain a detailed description of the defect, including photos and, where relevant, measurement reports. After reporting the defect, the customer undertakes to give us the opportunity to inspect and assess the reported defect without delay or to have it assessed by an expert commissioned by us.
- 6.5 In the event that the customer is entitled to subsequent performance, we shall decide whether subsequent performance shall be effected by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). The right to refuse subsequent performance under the statutory conditions remains unaffected. In all other respects, the statutory provisions on warranty shall apply.

10/2025