

## TERMS AND CONDITIONS OF ASSEMBLY LISTA AG

### 1. Purchaser's services prior to assembly

- a) The assembly site must be accessible for a 40-tonne tractor-trailer HGV unit via a fixed access road. A prerequisite for assembly is sufficiently large entrances for the purpose of transporting the components.
- b) The assembly site must be set up in such a way that the supplier can start work immediately at the agreed time of assembly. Similarly, the corresponding plans (e.g. construction plans, heating plans, etc.) must be made available no later than the start of assembly. The assembly site must be cleaned, free from any obstacles and protected from the elements.
- c) In the case of assembly over several days, the purchaser must inform LISTA or provide the following services free of charge for assembly staff:
  - Sufficient changing rooms
  - Lockable rooms for the purpose of storing tools and other equipment.
- d) Depending on LISTA's requirements, the purchaser must ensure a secure temporary storage solution for materials and tools.
- e) If the assembly process has to be interrupted or postponed due to non-compliance with the purchaser's obligations, regardless of whether the purchaser is culpable or not, the additional costs incurred by LISTA as a result must be remunerated separately.
- f) If the purchaser provides auxiliary personnel for assembly, the purchaser shall bear sole responsibility for these auxiliary personnel.
- g) Electrical systems (230/400 volts) and sufficient lighting of the assembly site must be available and functional. The acceptance stations in the immediate vicinity of the assembly sites must be reported to LISTA no later than the start of assembly. Electricity must be made available to LISTA free of charge.

### 2. Floor quality

- a) The purchaser is aware that it is absolutely necessary to drill anchor holes without reinforcement in accordance with the product specifications of the parts to be installed. Without being requested to do so, the purchaser must inform LISTA or the assembly staff on site in full about underfloor heating or similar installations in the floor before the start of assembly. LISTA assumes no liability for any damage to technical equipment in the ground if LISTA has not been fully informed of such equipment in writing beforehand.
- b) Special underlay material is required for assembly on cement-bonded particle substrates. The purchaser must inform LISTA of this in writing before the start of assembly.
- c) The floor tolerances correspond to DIN 18202, Table 3, line 3, for finished floors.

### 3. General services of the purchaser

- a) The purchaser must ensure that suitable assembly aids and transport equipment (forklifts, cranes) are made available to LISTA free of charge. The assembly expenses are calculated on the basis of the prerequisites above. **Bricklaying and chiselling work is generally carried out by the purchaser, who bears the sole responsibility and all costs for this work.**
- b) The working hours of our assembly engineers must be certified by the purchaser on the assembly reports submitted. **The purchaser must ensure that assembly work is possible between 7 a.m. and 6 p.m. on a daily basis without any restrictions. The purchaser guarantees that LISTA or the assembly staff can work on the property at least 10 hours per day.**

- c) LISTA's work is based on the order confirmation and annex(es). **The purchaser shall be solely responsible for any adjustments, changes and the like that deviate from the order confirmation and the annexes, in particular drawings.**

### 4. Assembly times

Unforeseen difficulties and circumstances beyond the control of LISTA can result in an extension of the specified assembly time. For this reason, the assembly times specified by LISTA are non-binding guidelines. If the specified assembly times are exceeded due to unforeseeable circumstances, LISTA may charge the additional costs resulting from this to the purchaser.

### 5. Assembly acceptance

Handover and acceptance take place at the invitation of LISTA. On handover, an acceptance report is drawn up, which is to be signed by an authorised person responsible.

### 6. Guarantee

- a) LISTA is liable for defect-free assembly for 12 months from the date of commissioning of the system, at the latest from the date of acceptance. The guarantee includes, excluding legally defined options, LISTA's choice of correction or supply and assembly of a replacement part for defective parts. Liability for damages (including liability for consequential damages) is excluded where legally permissible.
- b) LISTA is not liable for damage caused by the purchaser or third parties, in particular if the system is commissioned in the absence of the LISTA assembly manager. Furthermore, LISTA assumes no liability if changes to the system have been carried out by the purchaser or third parties without the prior written consent of LISTA.
- c) Complaints must be made in writing and within 8 days of detection. They must include precise details of the conditions and the type of the defects complained about. The assembly acceptance report must be enclosed.

### 7. Amendment and general terms and conditions of sale and delivery of LISTA

Amendments and variations to these assembly conditions require the express written approval of LISTA in order to be legally valid. The general terms and conditions of sale and delivery of LISTA shall serve as a subsidiary resource within the framework of the assembly services.

### 8. Jurisdiction and applicable law

**The place of jurisdiction for any disputes shall be CH-8586 Erlen (TG) for both parties. However, LISTA is also entitled to take legal action against the purchaser at its registered office. The Swiss Code of Obligations (OR) applies.**