

# GENERAL TERMS AND CONDITIONS OF WASEL TURMDREHKRANE GMBH FOR TOWER CRANE ASSEMBLY AND DISASSEMBLY

WASEL TURMDREHKRANE GMBH

LAST UPDATED 02/2026



## 1. General information and offer

1.1 These General Terms and Conditions of Wasel Turmdrehkrane GmbH apply to all – including future – assembly and disassembly agreements with entrepreneurs, legal entities, legal entities under public law, and special funds under public law in accordance with Section 310(1) of the German Civil Code (BGB).

The term “assembly” is used in the following text; it shall refer to both assembly and disassembly.

1.2 All offers made by Wasel Turmdrehkrane GmbH are subject to change. If a client’s order qualifies as an offer to enter into a contract pursuant to Section 145 of the German Civil Code, Wasel Turmdrehkrane GmbH may accept this offer within two weeks of receipt. In this case, the agreement shall become binding for Wasel Turmdrehkrane GmbH upon dispatch of the written order confirmation.

## 2. Pricing, invoicing and payment

2.1 Prices are subject to VAT at the applicable statutory rate.

2.2 Payment of the price, including any other expenses, must be made to Wasel Turmdrehkrane GmbH within fourteen (14) calendar days of acceptance and submission of a corresponding invoice.

2.3 The client’s right of retention or right to offset shall only exist in the case of counterclaims by the client that have been undisputed or recognized by the contractor, or legally established, based on the same contractual relationship.

## 3. Technical documentation

Technical specifications, drawings, plans, and written documents labeled as confidential remain the property of Wasel Turmdrehkrane GmbH. Wasel Turmdrehkrane GmbH disclosure of such documents to third parties requires the prior express consent of Wasel Turmdrehkrane GmbH. Insofar as these documents are made available to the client, they shall be used by the client for the sole purposes of assembly, commissioning, and maintenance in connection with deliveries and services provided by Wasel Turmdrehkrane GmbH.

## 4. Contractor obligations

Wasel Turmdrehkrane GmbH is obliged to perform the work in a professional manner using qualified personnel or to have the work performed by third parties.

The assembly and associated inspections of tower cranes shall be carried out in accordance with the manufacturer’s assembly instructions, the generally accepted rules of civil engineering, and, in particular, the principles of the Employers’ Liability Insurance Association in Germany regarding the inspection of cranes by experts or specialists (Principles of the German Employers’ Liability Insurance Association, BGG, Sect. 905) and, in particular, Appendix 6 (regular inspection of tower cranes) and the accident compensation regulations in Sections 26 ff. of the German Social Accident Insurance regulations (BVG), D6: Cranes, insofar as these regulations apply to tower cranes.

Any additional obligations regarding inspections, in particular with regard to risks of high winds and operational risks, are the sole responsibility of the client.

## 5. Client obligations regarding cooperation

5.1 The client is required to utilize all means necessary to ensure that the work can be started on time and performed without interruption or hindrance.

5.2 The client shall only request the assembly personnel from Wasel Turmdrehkrane GmbH to commence work once the client has completed all necessary preparatory measures to be carried out. In disregard of this, the client shall bear the additional costs for fruitless requests/travel.

5.3 The client is obliged to inform the technician from Wasel Turmdrehkrane GmbH in charge of the assembly work if there are any accident prevention regulations that must be observed before commencing work. Furthermore, the client shall implement the accident prevention measures required by public law regulations or contractual provisions. Wasel Turmdrehkrane GmbH shall be entitled to refuse to perform work or to suspend work if and to the extent that safety cannot be guaranteed.

The client is obliged to inform Wasel Turmdrehkrane GmbH of any special legal, official, or other regulations that apply to the performance of the work and the operation of the goods.

5.4 The technical assistance provided by the client must ensure that the assembly work can begin immediately after the arrival of the assembly personnel and can be performed without delay until the client eventually provides their acceptance of the work. If it is necessary to receive special plans or instructions from the assembly company, this company shall make these plans or instructions available to the client in good time.

5.6 The client is also obligated to ensure, at their own expense and on their own responsibility, that the on-site and other preparatory work is carried out in a professional manner. This also includes technical assistance, in particular:

a) The client shall ensure that the transport routes to the assembly site are in a usable condition, that the assembly site itself is ready for work, and that there is unhindered access to the assembly site throughout the entire duration of the work. The client shall also ensure that all necessary rights of way and access rights are in place.

b) The client shall provide the requisite number of qualified German-speaking working crew (such as bricklayers, carpenters, locksmiths, other skilled workers, laborers, etc.) needed for the assembly and for the time required for the assembly work. This working crew must follow the instructions of the site supervisor. However, there is no employment relationship between this working crew and Wasel Turmdrehkrane GmbH. The assembly company accepts no liability for this working crew.

c) Performance of all excavation, construction, foundation, and scaffolding work, including the procurement of the necessary building materials.

d) Provision of the necessary equipment and heavy tools (hoists, compressors, field forges, etc.) as well as the necessary supplies and lubricants (scaffolding timber,

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wedges, support pads, cement, plaster and sealing materials, lubricants, fuels, drive belts/ropes, etc.).

- e) Provision of heating, lighting, operating power, water, including the necessary connections.
- f) Provision of any required dry, lockable rooms for storing the assembly personnel's tools.
- g) Transport of assembly parts at the assembly site, securing of the assembly site and materials from harmful influences of any kind, cleaning of the assembly site.
- h) Provision of suitable, theft-proof breakrooms and workspaces (with heating, lighting, sanitary and washing facilities) and provision of first aid for the assembly personnel.
- i) Provision of materials and performance of all other actions necessary for the adjustment of the equipment to be assembled and for the performance of contractually agreed testing.

## 6. Assembly period and assembly delays

- 6.1 Deadlines regarding assembly work must be expressly agreed. Any deadline shall commence as soon as all prerequisites for the commencement of work are in place.
- 6.2 Work shall also be deemed to have been completed on time if the absence of parts or rework does not impair operational readiness or only impairs it to a negligible extent.
- 6.3 If the assembly time is extended due to circumstances for which Wasel Turmdrehkrane GmbH is not responsible, the performance period shall be extended accordingly.

## 7. Acceptance

The client shall be obliged to accept the assembly work performed in accordance with the agreement, unless acceptance is excluded due to the nature of the assembly work. Acceptance cannot be refused on the grounds of minor defects. Acceptance shall be deemed to have been granted if the client does not accept the assembly work within a reasonable period specified by the contractor, despite their obligation to do so. Acceptance shall also be deemed to have been granted if the client begins to actually use the object of the assembly work.

## 8. Limitations of liability

- 8.1 The contractor's liability for minor negligence in carrying out insignificant contractual obligations is excluded. Insofar as the contractor is liable for minor negligence of contractual duty, this liability shall be limited to the average direct damage typical for the agreement and foreseeable according to the nature of the breach of duty. The above limitations of liability do not affect the client's claims arising from product

liability. Furthermore, the limitations of liability do not apply in the event of physical injury or damage to health that can be attributed to the contractor or in the event of loss of life that can be attributed to the contractor. Insofar as the contractor's liability is not excluded, claims for damages shall become time-barred within one (1) year of the client becoming aware of the circumstances giving rise to the claim or of the grossly negligent ignorance thereof. This shall not apply if the contractor can be accused of malice.

- 8.2 If the client insists on performance in the event of default by the contractor, the client may demand compensation from the contractor for the damage demonstrably caused by the default up to a maximum of twice the assembly costs of the respective assembled equipment. This limitation shall not apply in the event of culpable intent or gross negligence on the part of the contractor.

## 9. Client liability

If, through no fault of the assembly company, the equipment or tools provided by this company are damaged at the assembly site or are lost through no fault of this company, the client shall be obliged to compensate the company for this damage. Damages that can be attributed to normal wear and tear shall not be taken into account.

## 10. Final provisions

- 10.1 Any amendments to this agreement or any subsequent agreements must be made in writing in order to be deemed legally effective. This also applies to amendments to this written form requirement.
- 10.2 Applicable law/place of jurisdiction

The law of the Federal Republic of Germany shall exclusively apply to the contractual relationship with the exclusion of the conflict of law rules of private international law. The exclusive place of jurisdiction for both contracting parties and all current and future claims arising from the business relationship is Cologne (in Germany), including for actions relating to checks and bills of exchange.

- 10.3 Severability clause

Should any provision of this agreement be or become invalid, or should the agreement contain any loopholes, this shall not affect the legal validity of the remaining provisions which will remain in full force and effect. In case of an invalid provision, the parties oblige to agree upon a provision which corresponds to the meaning and purpose of this agreement.

**Please note:** The German version of these General Terms and Conditions, which formed the basis of the English language translation provided here as a courtesy, is the legally binding version.