

Aigner-Fairness Terms

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Dear business associates

The following points contain important safety information for you. At the same time, we have deliberately decided not use complicated small-print clauses and have only included the most important agreements in our Fairness Conditions as needed to arrange our partnership simply and clearly.

Fire and explosion protection

Yes	No		Yes	No	
<input type="radio"/>	<input type="radio"/>	The scope of the project/order includes structural fire protection measures. If this is the case, the protection system, and the type and scope shall be determined exclusively by the technical specifications.	<input type="radio"/>	<input type="radio"/>	The scope of the project/order includes equipment or operating resources intended for use in areas at risk of explosion (Zone 0, 1, 2). Groups and categories of equipment and the type and scope thereof shall be determined exclusively by the technical specifications in the quotation.
<input type="radio"/>	<input type="radio"/>	The scope of the project/order includes structural protection measures against dust explosion. If this is the case, the protection system, and the type and scope shall be determined exclusively by the technical specifications.	<input type="radio"/>	<input type="radio"/>	The scope of the project/order uses type B1 ignition-free equipment or operating resources suitable for extracting explosion category St1 and St2 combustible dust in Zone 22 (zoning of areas at risk of explosion if combustible dust present).

If no protection measures are included, these measures, if they are necessary, shall be provided by the client.

Conclusion of contract

The contract shall be deemed to have been concluded if the purchaser does not raise any objection within 10 days after receiving the confirmation of order.

Settlement on work-done basis

If assembly has not been agreed as an all-in price, or if additional work is contracted, or if idle time occurs for which the client is responsible, the following rates shall be charged:

Fitter	€ 65,00	Assistant	€ 55,00	Technician	€ 85,00
Per diem	€ 35,00	per km	€ 0,55		

Terms of delivery

Unless agreed otherwise, the goods are sold ex-works (EXW). In any event, INCOTERMS as amended from time to time shall apply.

Works to be provided by the client

Electrical installations, lightning protection and earthing. All master-builder works, roof and wall mounting. If necessary, provision of compressed air, water and waste water installations, operating platforms and consoles for our equipment if not stated otherwise in the quotation. Statics for buildings or consoles.

Lifting gear and scaffolding

Up to an assembly height of 3.5 m and assuming that a mobile assembly platform can have access to the place of assembly, such aids shall be included in the scope of performance. Otherwise, scaffolding and lifting gear shall be provided by the client.

In particular, suitable facilities such as truck-mounted crane or forklift truck shall be made available for unloading and, if necessary, for assembly.

Acceptance

If required by the purchaser, the purchaser and the vendor shall together accept the scope of performance. TLV figures or emission measurements shall be provided by the client and shall not affect the acceptance of the facility as a whole.

Payment

The terms of payment agreed and set out in the order confirmation shall apply. If down payments have been agreed, they shall be payable immediately upon receipt of the order confirmation.

If the purchaser is in arrears with an agreed payment, performance of the contract can be demanded, delivery time extend accordingly and the entire purchase price called in.

Pursuant to EU Directive 2000/35 of 29 June 2000, failure to comply with the payment deadline shall incur default interest at the rate of 8.0 % above the base rate of the European Central Bank applicable at the time.

Invoicing shall be at the latest 30 days after notification of readiness to dispatch, irrespective of actual delivery. Payment shall be subject to the agreed terms of payment.

Warranty

With the exception of wear-and-tear parts, the warranty period shall be 24 months from start up, but at most 27 months after delivery.

Reservation of title

The goods supplied shall remain our property until paid for in full.

Transport damage

Complaints can only be asserted immediately after receipt of the goods.