



#### 1. Building Permit

(1) The customer shall be responsible for building notifications and for any necessary building application. In particular, the reservation of permission for nailing to the ground must be clarified by the customer before the start of installation and the corresponding permission obtained if necessary.

(2) The customer assures that any necessary building permit is available at the latest at the start of assembly. If special installation permits are required, these must be obtained by the customer in advance (installation near hospitals, airports, etc.).

(3) The customer shall ensure that the provisions of public law are complied with, in particular those of the respective state building regulations for so-called temporary structures and, if applicable, the respective regulations governing places of assembly with regard to safety distances, emergency exits (or the relevant national regulations of the respective place of installation abroad).

#### 2. Assembly Activity

(1) If we take over the assembly of the respective tent hall, we will notify assembly dates in good time. The customer shall submit plans of the location of the tents, the desired inlet of heating hoses, the desired cut-outs in the floor for supply and disposal lines, the exact location of the doors and the arrangement of the aisles in relation to the tent hall in good time before the start of assembly.

(2) Prior to the start of construction, a responsible contact person of the customer for the commissioned fitters shall be named to us in writing. The customer must ensure that the assembly can be carried out without interruptions and obstructions.

#### 3. Access to the Construction Site

The access and exit routes to the assembly area and to the hall area must be suitable for transport and crane vehicles up to 40 t and with a vehicle length of 13.60 m and must be usable regardless of the weather.

#### 4. Construction and Assembly Area

(1) All surfaces must be horizontal and free. The slope of the installation site must not exceed 0.5%. If the slope is more than 0.5%, if the ground is wavy, or if the slope is in the longitudinal or transverse direction to the hall, the technical implementation of the installation must first be checked by us. The costs arising from this inspection are to be borne by the customer.

(2) If the inspection shows that building on the installation site is possible despite a slope of more than 0.5%, the type and scope of these measures must be agreed between us and the customer. The costs for any additional expenditure for the implementation are to be borne by the customer.

(3) If the hall is installed in accordance with the subsoil, this may result in visual impairments (skewing of the hall, occurrence of gaps, etc.), which cannot be complained about by the customer.

(4) The areas (entire hall area plus 5 m surrounding assembly area, 11 m on a gable wall) must be passable for cranes, forklifts and lifting platforms up to 40 t, unless otherwise agreed in individual cases. The customer must clear the construction site of snow and ice before and for the duration of the installation.

(5) Any openings, trenches, ground lines or similar shall be covered by the customer in such a way that they are sufficiently loadable and can be driven over.

(6) In the case of multi-aisle halls and for spans of 20.00 m or more or hall lengths of 40.00 m or more, additional crane parking areas must be provided by the customer. These areas must be agreed with us in advance.

(7) The customer must provide at least one appropriate area for the storage of the building material, which must be agreed with us in terms of location and size and must be located in the immediate vicinity of the hall parking area.

(8) If one of the areas is located in the immediate vicinity of a railway track, an overhead line or an airfield, this must be notified to us in writing without delay and prior to the start of construction.

(9) Any wear and tear on the surface of the hall floor that may occur as a result of the installation shall not constitute a defect.

(10) If the exact location of the hall has not been measured and clearly marked by the customer, the customer undertakes to inform the fitters of the exact location of the hall immediately at the start of assembly. The customer shall be responsible for any consequences that may occur due to unsuitable terrain.

(11) Any additional expenses incurred due to insufficient freedom to build shall be borne by the customer.

#### 5. Anchoring with Ground Nails

(1) Unless otherwise communicated, the customer certifies that no cables, gas lines, power lines, etc. run under the installation area or cannot be damaged. If necessary, a binding cable routing plan showing the location of all cables must be submitted. If this cannot be submitted five (5) working days before the start of installation, we may assume that the building ground does not contain any lines relevant to the installation. The customer shall bear the full risk and costs for any damage caused by culpable breach of the above obligations and any consequential damage caused thereby.

(2) If natural soils or fillings are difficult to penetrate and make the setting or pulling of the soil nails significantly more difficult or impossible, the customer shall bear the additional expense incurred as a result, including that for the use of additional equipment.

(3) If the subsoil of the installation site has concealed concrete foundations, mastic asphalt, rock or extremely high compaction (e.g. due to heavy goods or rail traffic), the customer shall bear the costs for the additional expense of the necessary anchoring.

(4) The foundation soil shall have the surface pressure specified in the structural analysis. If no specification is available, a surface pressure of at least 450 kN/m<sup>2</sup> shall be assumed.

(5) The pull-out forces must not be less than 2.6 kN, depending on the existing statics. In individual cases, the pull-out forces can be determined by us through tensile tests to be ordered separately by the customer before the start of installation.

#### 6. Sealing to the Ground and Drainage

(1) In the area of the posts and footplates of the tent halls, damp spots may occur due to condensation and capillary water, which may drip from the tarpaulins and grooves. This does not constitute a defect.

(2) In the case of wall-base sealing, e.g. with bitumen sheeting, moisture may nevertheless occur inside the hall in the interior area of the base plates. This does not constitute a defect.

(3) If a circumferential sealing around the inner part of the anchor plate is required, this can be ordered separately by the customer if necessary (so-called wall base sealing). The wall base sealing offered by us is a barrier subsequently applied to surfaces for run-off impact water from wall surfaces. For design reasons, the sealing is always carried out on the inside of the tent hall wall.

(4) In order to be able to ensure a driving rain-proof installation of the floor closure, the surface of the hall floor must be sufficiently smooth, impermeable to water and have a sloping gradient away from the hall. In case of doubt, the area must be strengthened by the customer, e.g. by a smooth coating.

(5) In the case of sloping terrain towards the hall, tightness cannot be ensured even against impact and surface water. After removal of this sealing, residues may remain on the subsoil.

(6) In the area of the doors and gates, the wall plinth sealing is interrupted and we therefore recommend that the customer provide appropriate drainage channels. Water penetration in these areas does not constitute a defect. Any consequential damage shall be borne by the customer.

(7) If available, downpipes end 50 cm above the respective subsoil. The further drainage of roof and surface water is the responsibility of the customer. Accumulating surface water and any damage or impairment resulting therefrom shall not be borne by us.

(8) Any necessary levelling and ground sealing measures shall be carried out by the customer. Gaps under fixed wall elements (trapezoidal sheets/insulation elements) due to floor slopes are closed by the customer if necessary.

#### 7. Lifting Gear

If the customer provides assembly equipment, this must be made available on time, ready for use and without restriction. Should we incur waiting times due to, for example, delayed provision, maintenance and repairs, these will be passed on to the customer.

#### 8. Media supply

Unless otherwise contractually agreed, the customer shall provide unlimited site electricity (230V, 16A, 50Hz AND 400V, 32A, 50 Hz) free of charge. The interface that can be used by us in each case must take place at a distance of 1 m from the edge of the hall floor space.

#### 9. Sanitary Facilities

Unless otherwise contractually agreed, the customer shall provide sanitary facilities (toilets, washing areas, container space or lockable space) free of charge for our employees to a reasonable extent, unless otherwise agreed in individual cases. The number of toilets is based on the legal requirements for the number of employees. In the case of shared use of existing facilities, our employees count towards the number of the customer's workforce for the period of installation. Regular cleaning of the sanitary facilities remains the responsibility of the customer.

#### 10. Insurance

Construction insurance is the responsibility of the customer. The scope of the insurances includes at least builder's liability insurance, construction performance insurance and fire shell insurance.

#### 11. Packaging and Residual Material

(1) The customer undertakes to dispose of packaging and residual material free of charge in accordance with the relevant statutory provisions.

(2) During any rental of a tent hall, the customer undertakes to store any empties (pallets, boxes, racks, etc.) free of charge and protected in the vicinity of the parking space until they are dismantled. If this is not the case or if empties are damaged by the customer, further costs for transport or other storage will be incurred.

#### 12. Securing the Construction Site

We accept no responsibility for contamination, damage and loss due to defective or unsecured construction sites. The construction site is to be secured by the customer during the period of performance against unauthorized entry, theft or damage in accordance with the legal requirements.



**13. Waiting Times**

As a precautionary measure, we would like to point out that in the event of construction delays for which the customer is responsible, we must charge for all additional costs (waiting time of the fitters, any necessary overnight stays and additional expenses). Adverse weather conditions are considered to be an impediment to assembly and extend the construction period accordingly.

**14. Severability Clause**

Should any provision in these terms and conditions be or become invalid, this shall not affect the validity of all other provisions or agreements. The parties shall conduct negotiations in compliance with the principle of good faith and with due consideration of the interests of both parties with the aim of closing the resulting contractual gap by means of an effective provision. Should these Terms and Conditions of Assembly contain an unintended gap, this shall be closed by supplementary interpretation of the contract.