

## **TERMS AND CONDITIONS FOR DISPATCHING SERVICE PERSONNEL**

We dispatch service staff for carrying out servicing work (such as repair, maintenance) solely pursuant to the following terms and conditions.

Deviations from these dispatch terms and conditions shall be valid only if we accept them expressly in writing. If the work to be carried out is subject to radiation protection regulations, the parties shall mutually agree to the duties of their respective radiation protection officers in advance and in writing.

### **I. CALCULATION RATES AND PAYMENT**

1. Our hourly rates can be found in the currently valid Service and Installation invoicing rates.
2. In the event of work that is to be performed under especially difficult or dirty working conditions or under particularly hampering or dangerous conditions, surcharges shall be paid in accordance with the respectively applicable collective-agreement regulations of the Metals and Electrical Industry of the Federal State of Bavaria.
3. The working time and the work performed by our service personnel shall be confirmed by the customer on a form sheet furnished by us. After the form sheet has been confirmed by the customer or his representative, it shall be binding for both parties and forms the basis for our invoicing.
4. The set-up time required by our service personnel shall be paid by the customer in accordance with the hourly rates, inclusive of daily allowance.
5. Payments shall be regarded as having been received when the amounts involved become available to us.

### **II. DAILY ALLOWANCE RATES**

1. The daily allowance for our service personnel depends on the currently valid rates laid down in the respectively applicable collective-agreement regulations of the Metals and Electrical Industry of the Federal State of Bavaria.
2. Cost of accommodation in adequate, clean and furnished single rooms with washing facility, whenever possible in the vicinity of the place of work, shall be borne by the customer, unless he can provide such accommodation by himself. Cost of accommodation will be charged as incurred and proven by presentation of an expense voucher.
3. The respectively applicable collective-agreement regulations of the Metals and Electrical Industry of the Federal State of Bavaria shall apply for the payment of the daily allowance in the event of interruptions in work, e.g. home leave, vacations, cases of inability to work or other justified absences from the construction site, as shall the regulations listed under Sect. III. of the present Terms and Conditions.
4. The daily allowances shall be paid for each working day and each day off from the time of departure of the service personnel until their return.

### **III. TRAVEL EXPENSES, VACATION AND HOME LEAVE**

1. The travel expenses of our service personnel shall be paid by the customer. These include in particular the costs of flights, transport, freight, and customs clearing, the cost of personal luggage and tooling insurance as well as all communication costs incurred for business reasons.
2. Should our service personnel be forced to leave the premises due to local conditions, e.g. for overnight stays or for eating, the customer shall bear any related costs.
3. Our service personnel is entitled to 1st class tickets when traveling by train or bus and business class tickets when traveling by ship or plane.
4. The regulations for vacations, vacation trips and home leaves are determined by the respectively applicable collective-agreement regulations of the Metals and Electrical Industry of the Federal State of Bavaria. The travel expenses to and from the installation site shall be paid by the customer, inclusive of an acclimatization day in the case of intercontinental travel.

### **IV. COST OF TOOLS, EQUIPMENT AND MATERIAL**

1. Our service personnel already has the usual small tools at its disposal. The provision of these tools is included in our rates.
2. If other servicing devices, in particular measuring and adjustment devices, are provided by us, the customer shall pay rental fees for them. The rental fees shall be calculated on the basis of the respective rental price list.

3. The required material will be charged in accordance with the actual consumption. All of our material supplies are based on our currently valid General Terms and Conditions of Sale and Delivery and shall be invoiced separately.

#### **V. ACCIDENT, INABILITY TO WORK**

In the event that one of our service employees has an accident or illness that results in his inability to work, the customer shall, as far as necessary, ensure immediate medical attendance and, if required, advance money for any incurring cost. The medical attendance and treatment in hospitals shall be the best available.

#### **VI. COOPERATION OF THE CUSTOMER**

1. The customer shall ensure that the work can be started directly upon the arrival of our service personnel and carried out without delay up to acceptance by the customer.
2. The customer shall inform us no later than 14 days prior to the commencement of work of the time that our personnel is expected to arrive on site.
3. The customer shall, at his own expense, support our service personnel in carrying out its work and provide the same full industrial protection that is provided for his own employees.
4. The customer shall assist our service staff in the search for suitable accommodation.
5. The customer shall implement the necessary precautions for the protection of personnel and property at the place of work, in particular also the measures for the prevention of accidents required by statute. The customer shall inform our service personnel of applicable safety regulations insofar as these are relevant for our service personnel. Furthermore, the customer shall draw the service personnel's attention to particular risks related to or possibly arising from the performance of work.
6. The customer is not entitled to instruct our service personnel directly to render additional services or to carry out extra work. Our service personnel is not entitled to accept any extra orders or carrying out any extra work. Additional orders shall be subject to written agreements between the customer and us. In urgent cases, a preliminary decision must be obtained from us (Service Department) by telephone. If our service personnel nevertheless carry out any extra work at the customer's request, we exclude any and all liability on our part.

#### **VII. TECHNICAL ASSISTANCE BY THE CUSTOMER**

1. The customer shall be obligated to provide technical assistance as required at his own expense, in particular with regard to:
  - a) The selection and provision of the necessary suitable back staff. We cannot be held liable for back staff and their qualification, neither for their acts nor non-acts. Back staff shall remain under the supervision and responsibility of the customer and the customer's statutory duty to provide insurance for them;
  - b) Execution of all excavation, construction, foundation and scaffolding work, including procurement of the required construction materials. This also includes the installation of supports for mounting components, e.g. brackets, consoles or steel girders.
  - c) Provision of the required equipment and tools, e.g. cranes, lifting vehicles and lifting gear, in addition to the required articles and substances of consumption (e.g. sealing material, lubricants, hydraulic oil or nitrogen);
  - d) Provision of heating, lighting, power (e.g. electric power, compressed air) and water, including the required connections.
  - e) Provision of dry and lockable rooms for storing the tools and clothing of the service personnel.
  - f) Transport of installation parts to the place of work, protection of installation parts and materials against detrimental influences of any kind; cleaning of the installation parts;
  - g) Provision of suitable and theft-proof common rooms and working rooms (with heating, lighting, washing facility, sanitary facilities) and First Aid kit for service personnel.
  - h) Provision of materials and any other acts that are required for adjustments and any trial run provided for in the contract.
2. If installation work is carried out by the client's own personnel or by external personnel working on his behalf, and if we are entrusted solely with the supervision of this work and with the commissioning of the components and systems not installed by us, the customer shall undertake to provide suitable and qualified specialist personnel, who are able to carry out the necessary work independently and at their own responsibility, and to use flawless material that meets the technical requirements.
3. If overtime work is required, then the customer undertakes to obtain the government agency permits as necessary. In the case of failure to obtain these permits, the customer shall be responsible for risks that result from this.
4. Should the customer be derelict in his duties, we shall be entitled, but not obligated, to take the measures incumbent upon the customer in his stead and at his expense or to rescind the contract or to cancel the contract for justified reason and without notice. This shall not affect any of our statutory rights and claims.

#### **VIII. WORKING PERIODS**

1. Our estimation of working periods is approximate and non-binding.

2. A work completion deadline shall be regarded as being adhered to, if, upon its expiration, the work has been completed to the extent that the installation to be serviced or repaired by us is ready for acceptance by the customer or for commissioning.
3. If the work is delayed due to circumstances beyond our control, the work completion deadline shall be reasonably extended. This also applies if such circumstances occur after a notice of default. The costs incurred due to this delay, including additional travel expenses, shall be borne by the customer.
4. If the interruption of work continues for such a prolonged time that the basis of the business transaction must be regarded as having been disrupted, then we shall be entitled to demand an adjustment of the contract. If this is impossible, we can rescind or terminate the contract.

## **IX. ENTITLEMENT TO REFUSE TO PROVIDE SERVICES**

We shall be entitled to refuse to provide services in the event and to the extent that providing them shall be unreasonable due to circumstances beyond our control. In particular, the providing of services by us shall be deemed unreasonable whenever they are to be provided in a country for which the Federal Republic of Germany's Ministry of Foreign Affairs has issued a travel warning or safety instructions that are the equivalent of a travel warning.

## **X. ACCEPTANCE**

1. The customer shall be obligated to accept the work as soon notification has been received of its completion or as soon as a trial run provided for in the contract has taken place. In the event of insignificant defects in the work performed, the customer shall not be entitled to refuse acceptance thereof.
2. In the event that work shall not be accepted by the customer immediately following its completion due to no fault of ours, acceptance thereof shall be regarded as having taken place.

## **XI. WARRANTY**

1. The warranty period for the faulty execution of work within the framework of works contract is 12 months, commencing at the time of acceptance of the work. Upon the expiration of the warranty period, warranty claims by the customer become void. The customer shall notify us of any faults detected immediately, but not later than one week after their detection. If the customer fails to notify the faults within this period, warranty claims shall lapse.
2. We are entitled and obligated to rectify faults on our own and at our own expense. If we are liable for damage to the equipment and plants of the customer, we shall be entitled to remedy the damage at our own expense.
3. The customer shall be obligated to grant us sufficient time and opportunity to remedy the defect. If the customer fails to do so, all and any warranty claims will become void, including the claim for damages and reimbursement of expenses, unless the immediate intervention by the customer was urgently required to avert disproportionately great damage; the customer shall contact us by telephone, fax or e-mail to coordinate the proceeding.
4. If we fail to rectify the faults or defects for which we are responsible within a reasonable grace period or if the correction is unsuccessful, the customer shall be entitled to claim a reduction in the payment.

## **XII. LIABILITY**

1. Should nothing else be stated below, our liability – for any legal reasons whatsoever – is excluded. We shall not be liable for damages that did not occur directly to the object to be serviced. In particular, we shall not be liable for loss of profit or any other financial loss suffered by the customer.
2. This exclusion of liability does not apply in cases of intent and gross negligence. Furthermore, it does not apply to defects that have been deceitfully concealed or whose absence has been guaranteed, nor in cases of culpable harm to life, physical injury and damage to health.
3. In the event that we should negligently be in breach of any material contractual obligation, our liability shall be limited to the foreseeable loss.
4. Our liability – no matter which legal grounds it is based upon – lapses, when the customer intervenes in the provision of our services or changes the operating parameters. This shall not apply if, due to imminent danger originating from the service provided by the contractor, interventions or changes to the parameters must be undertaken immediately and the contractor is informed without delay of the justifications for these.
5. We shall not be liable for the quality and usability or suitability of items and materials supplied by the customer.
6. Any liability on our parts is excluded for the performance of supervisory and commissioning work if we have not also been assigned the performance of the basic work. Except in the event of intent or gross negligence, we are not liable for damages that occur during the performance of supervisory or commissioning work.
7. If the customer has assembly and servicing work carried out by his own personnel or external personnel who act on his behalf, we shall not be obligated to verify the qualification of such personnel. Furthermore, we assume no liability for the execution and quality of work carried out by this personnel.
8. Our service personnel is not entitled to give or accept declarations of intent in favor of or against us.

### **XIII. COMPENSATION BY THE CUSTOMER**

If the equipment or tools provided by us are damaged in transit or at the place of servicing without our fault; if they become lost, contaminated or are forced to remain at the customer's premises without our fault, then the customer shall be obligated to compensate for the damage, provided that the damage occurred within the customer's sphere of responsibility. This shall not be applicable to damage that can be traced back to normal wear.

### **XIV. MISCELLANEOUS**

1. All disputes shall be referred to the court with jurisdiction at the location of our registered office. However, we reserve the right to commence proceedings before the courts of law that have jurisdiction for the customer's domicile. The relations between the customer and us shall be subject exclusively to the laws of the Federal Republic of Germany.
2. If any the above provisions shall prove void or unenforceable, this shall not in any way or manner affect the validity or enforceability of any other provision hereof.