

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 only be valid, if we expressly accept them in writing.

If the work to be carried out is subject to radiation protection regulations, the parties shall mutually agree in writing the duties of their relevant radiation protection officers in advance.

I. RATES

1. Our hourly rates can be found in the current version of "Rates for service personnel".
2. In the case of particularly difficult work or work to be carried out under dirty or particularly aggravating or hazardous conditions, extra charges shall be applicable according to the standard rates laid down in the collective agreement of the metal and electrical industries of Saarland.
3. The working time and the work performed by our service personnel is to be confirmed by the customer on a form sheet furnished by us. After the form sheet was 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.

II. DAILY ALLOWANCE RATES

1. The daily allowance for our service personnel depends on the standard rates laid down in the currently valid collective agreement of the metal and electrical industries of Saarland.
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. For the payment of daily allowance in the case of an interruption of work due to, for example, home leave, vacations, accidents resulting in the inability to work or other, justified absence from site, the currently valid collective agreement of the metal and electrical industries of Saarland shall be applied in addition to the regulations laid down in section III of the present terms and conditions.
4. The daily allowance 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 cost of flight, transport, freight, and customs clearing, cost of personal luggage and tooling insurance as well as all communication costs incurring for business reasons.
2. Should our service personnel due to local conditions be forced to leave the premises, e.g. for overnight stays or for eating, the customer shall bear any related costs.
3. When traveling by train or bus, our service personnel is entitled to 1st class rides, when traveling by ship or plane, to business class.
4. The regulations for vacations, vacation trips and home leaves are determined by the currently valid collective agreements of the metal and electrical industries of Saarland. The travel expenses to and from the site shall be paid by the customer, inclusive of an acclimatization day in the case of intercontinental travels.

IV. COST OF TOOLS, EQUIPMENT AND MATERIAL

1. Our service personnel carries along common small tools. 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 charged according to the currently valid rental fee 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 until the acceptance by the customer.
2. The customer shall inform us at the latest 14 days prior to the commencement of work about the time, when our personnel are expected to arrive on site.
3. The customer shall at his expenses support our service personnel in carrying out their work and provide the same full industrial protection as for his own employees.
4. The customer shall assist our service staff in looking for suitable accommodation.
5. To protect personnel and property, the customer shall take the necessary precautions at the place of work, in particular compulsory measures for the prevention of accidents. He shall inform our service personnel about applicable safety regulations, if these are relevant for our service personnel. Moreover, the customer shall draw the service personnel's attention to particular risks related to or possibly arising from the execution of work.
6. The customer shall not be entitled to instruct our service personnel directly to render additional services or carry out extra work. Our service personnel are 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 on 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 his statutory duty to insure them.
 - b) Execution of all excavation, construction, foundation and scaffolding work, including procurement of the required construction material. 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 such as, for example, cranes, lifting vehicles, lifting gear as well as the necessary consumables (e.g. seal material, lubricants, hydraulic oil or nitrogen).
 - d) Provision of heating, lighting, power (e.g. electric power, compressed air), water, including the required connections.
 - e) Provision of dry and lockable rooms for storing tools and clothes of the service personnel.
 - f) Transport of required parts to the place of work, protection of parts and material to be installed against detrimental influences of any kind; cleaning of the parts to be installed.
 - g) Provision of suitable and thief-proof common rooms and working rooms (with heating, lighting, washing facility, sanitary equipment) and First Aid kit for service personnel.
 - h) Provision of materials and any other acts that are required for adjustments and a trial run, if provided 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 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 under their own responsibility, and to use flawless material that meets the technical requirements.
3. If it is required to work overtime, the customer undertakes to obtain the official permits as necessary. In the case of failure to obtain these permits, the customer shall bear any resulting risks.
4. Should the customer fail to fulfill his duties, we shall be entitled, but not obligated to take the measures incumbent upon the customer in his place and at his expense or rescind the contract or cancel the contract without notice for justified reason. 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 working period 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 working period shall be reasonably extended. This is also valid, if such circumstances occur after declaration of default. The cost incurring due to this delay, including additional travel expenses, shall be borne by the customer.
4. If the interruption of work continues to persist for a time, after which the basis of the business transaction must be regarded as affected, we shall be entitled to demand an adjustment of the contract. If this is impossible, we can rescind or terminate the contract.

IX. ACCEPTANCE

1. The customer shall be obligated to accept the work as soon as he was notified of its completion or a trial run possibly agreed in the contract has taken place. In the case of minor defects, the customer shall not be entitled to refuse the acceptance.
2. If the work is not accepted by the customer without delay upon its completion and without our fault, the acceptance shall be regarded as granted.

X. 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 expenses. If we are liable for damage to equipment and plant of the customer, we shall be entitled to remedy the damage on our own account.
3. The customer shall be obligated to grant us a reasonable period of time and the opportunity to remedy the defect. If he 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 caused by us within a reasonable grace period or if the correction fails, the customer shall be entitled to claim a reduction in the payment.

XI. LIABILITY

1. Unless stipulated otherwise in the following, our liability – for whatever legal grounds – shall be excluded. We shall not be liable for damage that has not occurred directly on 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 is not valid in the case of intention and gross negligence. Moreover, it shall not be applicable in the case of defects that were fraudulently not disclosed or whose absence was guaranteed, and in the case of negligent causation of harm to life, body and health.

3. As far as obligations that are essential under the contract are breached by us by negligence, our liability shall be limited to the foreseeable damage.
4. Our liability – on whatever legal grounds – lapses, when the customer intervenes into the provision of our services or changes the operating parameters. This shall not be valid if, due to imminent danger, which originates from the service provided by the contractor, interventions or changes to the parameters have to be made immediately and the contractor is informed without delay stating the reasons.
5. We shall not be liable for the quality and usability or suitability of items and materials supplied by the customer.
6. Our liability is also excluded for supervising and commissioning work, unless we were put in charge of carrying out the basic preceding services. For damage that incurs while supervising and commissioning work is being carried out, we shall only be held liable in the case of intent or gross negligence on our part.
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. Moreover, we shall not assume liability for the execution and quality of work carried out by these personnel.
8. Our service personnel are not entitled to give or accept declarations of intent in favor of or against us.

XII. 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 are lost, contaminated or have to remain at the customer's premises without our fault, the customer shall be obligated to compensate the damage, provided that the damage occurred within his sphere of responsibility. This shall not be applicable to damage that can be traced back to normal wear.

XIII. MISCELLANEOUS

All disputes shall be referred to the court having jurisdiction at the place of our registered office. However, we reserve the right to commence proceedings before the courts of law holding jurisdiction for the customer's domicile. The relations between the customer and us shall be subject exclusively to the law of the Federal Republic of Germany.

If any of the provisions above becomes void, this shall not affect the validity of the remaining provisions.