

TERMS AND CONDITIONS FOR DISPATCHING SERVICE PERSONNEL

We dispatch service staff for carrying out servicing work (such as reconditioning, maintenance, repair) solely pursuant to the following terms and conditions. They are applicable exclusively vis-à-vis companies and public authorities.

Any terms and conditions of the customer contradicting these terms and conditions shall not be recognized and will not be accepted. Deviations from these dispatch terms and conditions shall not be valid unless we expressly accept them in writing. Where the requirement of the written form is provided for in these terms and conditions, it shall be deemed to be satisfied where transmission takes place by means of telecommunications (e.g. e-mail, telefax).

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 AND PAYMENT

1. Our hourly rates can be found by referring to the current version of the "Rates for service personnel" sheet.
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 set out 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 furnished by us. After the form has been confirmed by the customer or its representative, it shall be binding on both parties and form 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, plus daily allowance.
5. Payments shall not be regarded as having been received until the amounts involved become available to us.

II. DAILY ALLOWANCE RATES

1. The daily allowance for our service personnel depends on the standard rates set out in the currently valid collective agreement of the metal and electrical industries of Saarland.
2. The costs of accommodation in adequate, clean and furnished single rooms with a washing facility, whenever possible in the vicinity of the work site, shall be borne by the customer, unless it can provide such accommodation. The costs of accommodation will be charged as incurred and proven by the presentation of a receipt.
3. For the payment of daily allowance in the event of an interruption of work due to, for example, home leave, vacations, accidents resulting in an inability to work or other, justified absence from the site, the currently valid collective agreement of the metal and electrical industries of Saarland shall apply in addition to the regulations set out in section III of these terms and conditions.
4. The daily allowance shall be payable for each working day and each day off from the time of departure of the service personnel until their return home.

III. TRAVEL EXPENSES, VACATION AND HOME LEAVE

1. The travel expenses of our service personnel shall be assumed by the customer. They include in particular the cost of flight, transport, freight, and customs clearing, 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 having a meal, the customer shall bear any related costs.
3. When traveling by train or bus, our service personnel shall be entitled to 1st class, when traveling by ship or plane, to business class.
4. The regulations for vacations, vacation trips and home leaves shall be 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 assumed by the customer, including an acclimatization day in the case of intercontinental travel.

IV. COST OF TOOLS, EQUIPMENT AND MATERIAL

1. Our service personnel carries common small tools with them. The provision of these tools is included in our rates.
2. If other servicing equipment, in particular measuring and adjustment instrumentation, is provided by us, the customer shall assume the rental fees applicable to them. The rental fees will be charged according to the currently valid rental fee list.
3. The required material will be charged in accordance with actual consumption. All of the material supplied by us is based on our currently valid General Terms and Conditions of Sale and Delivery and will 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 their inability to work, the customer shall, as far as necessary, ensure immediate medical attention and, if required, advance money for any costs incurred. The medical attention and treatment in hospitals shall be the best available.

VI. COOPERATION BY 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 acceptance by the customer.
2. The customer shall inform us no later than 14 days prior to the commencement of work about the time when our personnel is expected to arrive on site.
3. The customer shall support our service personnel in carrying out their work and assuming the attendant costs and provide the same full workplace protection as for the customer's own employees.
4. The customer shall assist our service staff in looking for suitable accommodation.
5. The customer shall take the necessary precautions at the work site to protect personnel and property, in particular compulsory measures for the prevention of accidents. The customer shall train our service personnel about applicable safety regulations and shall ensure compliance with them where they are relevant for our service personnel. In addition, the customer shall draw the service personnel's attention to any particular risks related to or possibly arising from the execution of work.
6. The customer shall not be authorized to instruct our service personnel to render additional services or to carry out extra work. Our service personnel shall not be authorized to accept any extra orders or to carry out any extra work. Any additional orders shall be subject to written agreement 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 carries out any extra work at the customer's request, any and all liability on our part shall be precluded.

VII. TECHNICAL ASSISTANCE BY THE CUSTOMER

1. The customer shall be obligated to provide technical assistance as required at its own expense, in particular with regard to:
 - a) The selection and provision of the necessary suitable back staff. We will assume no liability for back staff not provided by us or their qualification, also not for their actions or failure to act. Back staff shall remain under the supervision and responsibility of the customer and be subject to the customer's statutory duty to provide insurance coverage for 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 work site, protection of parts and material to be installed against detrimental influences of every kind; cleaning of the parts to be installed;
 - 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 actions that are required for adjustments and a test run, if provided for in the contract.
2. Where installation work is carried out by the customer's own personnel or by external personnel working on the customer's behalf, and where we are entrusted solely with the supervision of this work and with commissioning 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 technical requirements.
 3. If working overtime is required, the customer undertakes to obtain the official permits required to this end. In the event of a failure to obtain these permits, the customer shall bear any resulting risks and costs.
 4. Should the customer fail to fulfill its duties, we shall be entitled, but not obligated, to take the measures incumbent upon the customer in the customer's stead and at the customer's expense or rescind the contract or terminate the contract without notice for good cause. This shall be without prejudice to our statutory rights and claims.

VIII. WORKLOAD / LABOR COSTS

1. Our workload estimates are approximate and non-binding.
2. An agreed workload shall be regarded as being adhered to, if, upon the expiration of the allotted time, 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. Where work is delayed due to circumstances beyond our control, the allotted time shall be reasonably extended by a reasonable amount. This shall also apply if such circumstances occur after we have been declared to be in default. Any costs incurred due to any such delay, including additional travel expenses, shall be borne by the customer.
4. Where 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 amendment of the contract. If this is impossible, we shall be entitled to rescind or terminate the contract.

IX. RIGHT TO REFUSE TO PROVIDE SERVICES

We shall be entitled to refuse to provide services in the event that, and to the extent that, providing them would be unreasonable, due to circumstances beyond our control. The provision of services shall be deemed to be unreasonable in particular in the event that we would be forced to provide them in a country for which the German Ministry of Foreign Affairs has issued a travel warning or a travel advisory containing safety and security recommendations equivalent to a travel warning.

X. ACCEPTANCE

1. The customer shall be obligated to accept the work as soon as it has been notified of its completion or a test run, if any, agreed 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.
2. In the event that work is not accepted by the customer immediately following its completion due to no fault of ours, acceptance shall be deemed to have taken place.

XI. WARRANTY

1. The warranty period for the faulty execution of work under contracts for work and services is twelve months commencing at the time of acceptance of the work. Upon the expiration of the warranty period, any warranty claims by the customer shall become time-barred. The customer shall notify us of any faults detected immediately, but no later than one week after detecting them. If the customer fails to make notification of the faults within this period, any warranty claims shall become null and void.

2. We shall be entitled and obligated to rectify faults ourselves and at our own expense. Where we are liable for damage to equipment and plant of the customer, we shall be entitled to remedy the damage ourselves, at our own expense.
3. The customer shall be obligated to grant us a reasonable period of time and the opportunity to remedy the fault. If it should fail to do so, all and any warranty claims shall become null and void, including any claims for damages and reimbursement of expenses, unless the immediate intervention by the customer was urgently required to avert disproportionately major damage; the customer shall contact us by telephone, fax or e-mail to coordinate how to proceed in such matters.
4. If we fail to rectify the faults or defects caused by us within a reasonable grace period or if rectification should prove unsuccessful, the customer shall be entitled to claim a reduction in the remuneration due us or rescind the contract.

XII. DISCLAIMER OF LIABILITY

1. Unless provided for otherwise below, we shall assume no liability whatsoever, regardless of the legal grounds on which any such liability may be founded.
2. This disclaimer of liability shall not apply to cases of willful intent or gross negligence. Moreover, it shall not apply to defects fraudulently concealed or whose absence was guaranteed, or in the case of negligent causation of harm to life, limb and health, or the violation of a material contractual obligation.
3. In the event that we should we negligently breach any material contractual obligation, our liability shall be limited to the reasonably foreseeable loss.
4. We disclaim all liability – regardless of the legal grounds on which it is based – in the event the customer interferes with the provision of our services or modifies the operating parameters. However, this shall not apply in the event that, imminent danger originating from the service provided by us (the contractor) should necessitate immediate intervention or changes to the parameters and we are informed without delay and the reasons for this action are stated.
5. We shall assume no liability for the quality and usability or suitability of items and materials supplied by the customer.
6. Our liability shall also be excluded for supervising and commissioning work, unless we were put in charge of carrying out the basic preceding services. As to damage occurring while carrying out supervising and commissioning work, we shall only be held liable in the event of willful intent or gross negligence on our part.
7. Where the customer has assembly and servicing work carried out by its own personnel or external personnel acting on its behalf, we shall not be obligated to verify the qualifications of such personnel. We shall also not assume any liability for the execution and quality of work carried out by this personnel.
8. Our service personnel shall not be authorized to give or accept declarations of intent, either 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 due to reasons not attributable to us, if they are lost, contaminated or have to remain on the customer's premises for reasons not attributable to us, the customer shall be obligated to compensate the damage or loss, provided that it occurred within the customer's sphere of responsibility. This shall not apply to damage that can be traced to normal wear and tear.

XIV. MISCELLANEOUS PROVISIONS

1. Any disputes shall be referred to the competent court having jurisdiction at the place of our registered office, where the customer is a merchant as defined by the German Commercial Code. However, we reserve the right to initiate proceedings before the competent courts at the customer's domicile. The relations between the customer and us shall be governed and interpreted exclusively in accordance with the laws of the Federal Republic of Germany.
2. If any of the above provisions should prove void or unenforceable, it shall not in any way or manner affect the validity or enforceability of any other provision hereof.