

General Assembly Conditions 20.01.2014

I. General Information

These general assembly conditions are valid for all installing, repairing and start up that we carry out on equipment delivered by us.

In as far as there are no special regulations in these general assembly conditions, our general business conditions are also valid for repairs and installations.

The dates and times mentioned in our confirmation are meant as a point of reference. The beginning of the work will be obligatorily agreed upon beforehand. Compensation in case of a delayed beginning of work is not possible.

II. Charge rates

Installation, repair, maintenance, and start up of the equipment are usually calculated in terms of time as long as they concern wages. For local and far away assembly work performed during normal working hours, the travel time, work time, preparation time and possible waiting time are charged according to the following rates.

	Abroad	
1. Fitters		
a) Hourly rate for Skilled Fitter	€	75.00
b) Hourly rate for Master Fitter	€	89.00
c) Hourly rate for Supervisor	€	99.00
d) Hourly rate for Technical Expert	€	99.00
e) Hourly rate for Engineer	€	109.00

Surcharges are added to the above mentioned hourly rates for:

a) Overtime per day for 1-2 hours	= 25 %
b) Daily overtime over 2 hours	= 50 %
c) Working on Saturdays and Sundays	= 50 %
d) Holidays according to wage scale	= 100 - 150 %
e) Nightshift from 7 pm - 6 am	= 35 %
Nightshift from 7 pm - 6 am in overtime	= 50 %
f) Difficulty surcharge (according to BMTV)	= at least 15 %

Otherwise according to the existing surcharge rates for each group.

If two or more surcharges overlap, only the higher one has to be paid, except in the case of the difficulty surcharge. For nightshifts on Sundays and holidays, the night surcharge has to be paid in addition.

Holidays are those which are named as legal holidays according to each region.

III. Travel allowances / Accommodation costs

The costs incur for every day of absence from the company. The travel allowance comprises money for food and payment of personal expenses (pocket money).

Domestic

- The domestic travel allowance for an absence from the company or place of residence up to 6 hours a day is € 18.00.
- The domestic travel allowance for an absence from the company or place of residence over 6 hours a day is € 29.00.
- For overnight stay a flat rate of € 25.- is charged or a hotel bill is used.

Abroad

- For assembly abroad, travel allowance rates are established according to country groups (see table overleaf).
- For countries in the Far East special conditions are in effect (see table overleaf "S").
- For overnight costs the portion of costs will be settled as a lump sum according to the receipt or according to legally valid travel costs reimbursement.

Additionally, the following costs are calculated:

- Health and accident insurance.
- Travel insurance.
- Personal liability insurance with coverage abroad.
- Taking over of all costs of medical examinations and vaccinations which are either required by law or are necessary for health reasons.
- If the work continues for a longer time, the costs of the additional holidays the worker is entitled to and the agreed upon work break in the meantime.

IV. Travel expenses

These, as well as extra costs which arise, are calculated according to the given itemisations as follows:

- The second class travel costs for trips by train, ship or plane, first class travel for leadership personnel such as engineers or master craftsmen or the costs of the otherwise common transportation to and from the assembly location. In case night travel is necessary, possible surcharges for sleeping or couchette coach apply.
- If we choose, a company car can be used. For every driven kilometre from the company, place of residence of the fitter or location of the fitter to and from the place of assembly, as well as trips at the place of assembly between the sleeping and working locations, per kilometre: company car € 0,65; platform truck or the equivalent € 1,10; lorry € 1,30.
- The travel costs for additionally established weekend or family home visits.
- Travel costs which are caused by interruption and not through any fault of our own.

V. Bill of assembly costs

The assembly costs include the offering of the normal necessary tools. The furnishing of special tools and heavy assembly equipment (winches, cranes, etc.) are billed based on agreement.

We are entitled to raise the assembly costs if the established tariff wages, allowance or other costs increase, or if we have to use specialists from other firms with other assembly rates than those mentioned here.

Travel costs, allowance, and assembly and transport costs for the tools are billed separately. The customer assumes the risk of transporting the tools, and is also liable for damages and sinking of the tools if it is not our fault.

All of our prices are without value added tax.

For the travel allowance rates and overnight stay costs that will be charged, according to III., the before tax deduction is already taken into account.

The bills are payable upon receipt, without deductions.

We are entitled to charge weekly if assembly and repair work continue for more than one week. In addition, we are entitled to request the expected assembly and repair costs, whole or partially, in advance when the customer is on default of payment

VI. Proof of hours and work

Every fitter issues three certificates which should identify the work time, travel time, waiting time through no fault of his own and preparation and completion time. The client receives one form (green) to check, and the other two forms must be signed and given to the fitter.

The client is responsible for checking the fitter's work and state possible complaints before the assembly work is finished. If he doesn't check or certify the work, he loses his right to argue against the billing. Should the work or the handing over of the construction not be to the client's full satisfaction, this must be stated by the client on the assembly certification. If the customer refuses this inspection, the construction is considered inspected the day the assembly personnel leave, at the latest during the start up.

The customer cannot refuse to inspect the assembly or the repair work if it is an irrelevant defect which we have offered to correct.

VII. Work time

Since the duration of the assembly work depends strongly on the local conditions, all information about the assembly duration is approximate and not binding. The weekly work time of our fitters is 38 hours distributed from Monday to Thursday with 8 hours each day, and on Friday with the remaining hours. Our fitters have no obligation to do overtime or work on days off such as Saturdays, Sundays, or holidays. Nevertheless, after our permission, the opportunity is to be given to them to work more than the normal work time, up to 10 hours per day, if they consider it necessary. In this case the customer is required to take all measures necessary to extend the work time, for example to get all necessary permits, and pay the surcharges mentioned in II. in addition to the hourly rates.

If our assembly personnel cannot begin the assembly right after they arrive, or the assembly must be interrupted for a period of time perhaps longer than 4 working hours, then we are entitled to call back our assembly personnel and appoint a new assembly date, unless the delay or interruption is our fault.

VIII. Work range

The work of our fitters extends to the erection and start up of our delivered equipment and, as far as possible, the testing of the construction's ability to function and start up. It also extends to the instruction of the service personnel appointed by the customer if necessary.

In repair orders, the work of our fitters extends to the range exactly established in the written repair order. Should it turn out that at the beginning of the repair work the repair becomes significantly more extensive, this counts as permitted by the customer if he does not immediately protest after our fitters have announced the fact.

The fitters sent by us are not permitted to do assembly or repairs on equipment not delivered by us, even if they are an important part of the whole construction, without our written agreement.

IX. Duties of the deliverer

We are obliged to carefully select and properly instruct the assembly personnel.

The number and arrangement of the assembly personnel to be sent in each case is incumbent exclusively upon us.

X. Duties of the customer

The customer is obliged to support us with the preparation and the carrying out of the assembly and to take all the measures not incumbent upon us free of charge. In particular, he will take over for us free of charge:

- All preparation necessary for the assembly work, such as ground, wall, electric, fitter, and foundation work, including the filling of anchor holes.
- The provision of all required devices and heavy tools such as cranes, lifting equipment, compressors, etc.
- The provision of the required necessary objects and materials such as levelling boards, bases, sealing material, lubricants, water, compressed air, oxygen, electricity.
- The provision of suitable assistant workers who have to follow the orders of our supervisor. The supervisor can also reject workers who also seem unsuitable and for whom we cannot be liable.
- The provision of the necessary dry and lockable rooms for the storage of the tools of our assembly personnel. Safe suitable break rooms and workrooms with heating, lighting, washing facilities, lavatories and first aid for assembly personnel.
- The transport of the assembly parts to the location of assembly, the protection of the parts and materials against any kind of damaging influence and the cleaning of the parts
- The provision of all materials and carrying out of all other actions which are necessary in order to adjust and test the delivered objects.

The customer takes on the responsibility for the adherence to all valid safety rules. He has to take all necessary measures at the work place. He is also required to inform our supervisor of all safety rules in as far as they concern our assembly personnel. We must be informed immediately about violations of safety rules by our assembly.

All measures mentioned are to be carried out in a timely manner so that our assembly personnel can begin with the assembly right after their arrival and finish it without interruption.

XI. Liability

We are liable, excluding any further claims, for an expert assembly or repair work within 6 months after the inspection in the manner that we correct defects we have caused free of charge. Determined defects are to be reported to us immediately. The right to claim defects expires within 3 months after reporting them.

The guarantee is extended by the time period during which a business interruption takes place because of our repair work. The extension is limited to the part of the construction concerning the defect.

Our liability for repair works is limited to performing skilled repair. We are not obliged to examine the construction for other defects which limit or cancel out its functional ability.

Damages which are caused by natural wear and tear or improper handling are no basis for defect liability. The defect liability is no longer in effect if the customer makes changes to the construction himself or through a third party without our previous written consent. It also cancels out if the customer is in default of payment to us. We are also not liable for work which our assembly personnel performed on parts that we have not delivered without us having given a written order.

For repair of a defect the customer has to provide us with opportunity and time during normal working hours. The customer cannot claim more than the above mentioned claims regardless of legal reason. Particularly excluded are any claims of any nature of subsequent damages, even based on certain breach of contract or a forbidden action, as long as the action was not intentional. Should any diverging conditions arise for the planned assemblies, written consent is required, or the conditions need to be written into the assembly order text.

XII. Court of jurisdiction

Court of jurisdiction for both parties is Tauberbischofsheim or the district court which has jurisdiction. The place where the contract is to be fulfilled is Lauda.

To III. Allowances abroad

For travel abroad to	€	For travel abroad to	€	For travel abroad to	€	For travel abroad to	€	For travel abroad to	€
Albania	29.00	Czech Rep.	24.00	Jordan	36.00			Switzerland	64.00
Algeria	39.00					Poland	33.00	Syria	38.00
Andorra	34.00	Denmark	60.00	Kazakhstan	39.00	Poland-Warsaw	30.00		
Argentina	34.00			Korea P.R.	39.00	Portugal	36.00	Tadzhikistan	26.00
Armenia	23.00	Egypt	40.00	Korea (Rep.)	58.00			Turkey	40.00
Australia	59.00	Estonia	27.00			Qatar	56.00	Turkey Ankara, Izmir	42.00
Austria-Vienna	36.00			Lettland	30.00			Tunesia	33.00
		Finland	39.00	Libyan Arab Republic	45.00	Romania	27.00	Turkmenistan	33.00
Belgium	41.00	France	53.00	Lithuania	24.00	Romania - Bucharest	26.00		
Bolivia	24.00	France-Paris	58.00	Luxembourg	47.00	Russian Federation	21.00	Ukraine	36.00
Bosnia-Herzegovina	18.00					Russ.Fed. Moscow	30.00	Uzbekistan	34.00
Brazil	54.00	Georgia	30.00	Macedonia	24.00	Russ.Fed. St. Petersburg	24.00	United Arab Emirates	45.00
Bulgaria	22.00	Greece	57.00	Malaysia	36.00			U.A.E. Dubai	45.00
				Mexico	41.00	Saudi Arabia	48.00	United Kingdom	42.00
Canada	52.00	Hungary	30.00	Moldavia	18.00	Serbia	30.00	UK - London	62.00
Chile	40.00			Montenegro	29.00	Simbabwe	45.00	United States of America	57.00
China	40.00	India	50.00	Morocco	42.00	Singapore	53.00		
China - Peking	46.00	Indonesia	38.00			Slovakia	24.00	Vietnam	38.00
China - Shanghai	50.00	Iran	28.00	Netherlands	46.00	Slovenia	30.00		
China - Hongkong	74.00	Ireland	44.00	New Zealand	47.00	South Africa	39.00	White Russia	27.00
Columbia	41.00	Israel	56.00	Niger	36.00	Spain	41.00		
Croatia-Zagreb	28.00	Italy	34.00	Nigeria	63.00	Sudan	35.00		
Cyprus	39.00			Norway	64.00	Sweden	50.00		