

General Terms and Conditions for Installation Work (01 / 2016)

The following rates are charged for deployed personnel:

1. Time rates (excl. VAT)

- 1.1 Per hour of travel
- 1.2 Per hour worked, including possible waiting time on weekdays, with 8 working hours per day as the norm.
- 1.3 For each hour of overtime up to two hours beyond the normal daily working time, incl. 25 % overtime premium.
- 1.4 For each additional hour of overtime and each hour of work on Saturdays or Sundays, incl. 50 % overtime premium
- 1.5 For each hour worked on paid public holidays falling on a regular non-working day or Sunday, with the exception of Easter Sunday, Whit Sunday and the Christmas Holidays (Christmas Day and the day after, i.e., Boxing Day), incl. 100 % overtime premium
- 1.6 For each hour worked on a paid public holiday falling on a regular working day, in addition to Easter Sunday, Whit Sunday and the Christmas Holidays (Christmas Day and the day after, i.e., Boxing Day), incl. 150 % overtime premium

Time rates	Junior fitter	Senior fitter	Chief fitter/ Commissioning specialist	Engineer
	€	€	€	€
1.1	72.00	89.00	89.00	116.00
1.2	72.00	89.00	89.00	116.00
1.3	90.00	111.25	111.25	145.00
1.4	108.00	133.50	133.50	174.00
1.5	144.00	178.00	178.00	232.00
1.6	180.00	222.50	222.50	290.00
With room and board to be paid for by the fitter engineers themselves				

2. Holidays: The public holidays shall be those recognized as such in the country in which the installation work is being carried out.

3. Daily allowance (excl. VAT)

- 3.1 For each complete day of travel or work, as well as for each complete non-working Saturday, Sunday or holiday, the legally prescribed daily allowance shall be charged in full. One-half (50 %) of the subsistence allowance will be charged for travel time and time worked amounting to less than 5 hours/day.
- 3.2 If, with the approval of the installation personnel in question, either appropriate accommodations are provided or the cost of the accommodations assumed, then the accommodation allowance will not apply, and only the subsistence allowance will be charged at the legally prescribed daily allowance rate.
- 3.3 In the event that 3.2 applies and that meals are provided, then only 30 % of the daily subsistence allowance will be charged.
- 3.4 To the extent that daily allowances and perhaps advance pay is/are disbursed to the installation personnel, that fact must be noted on the work certificate together with the respective date and amount. The work certificates serve accounting purposes and are determinative for both sides. The work certificates must be submitted to the supplier (HÄNDLE GmbH) at weekly intervals.
- 3.5 In the event that the statutory rates for accommodations prove insufficient, the customer shall carry the confirmed additional costs, which shall be invoiced accordingly.
- 3.6 Unless otherwise expressly agreed, the full cost of requested installation personnel is to be borne by the customer. The supplier retains

the right to deploy and replace installation personnel as necessary.

4. Travel expenses

- 4.1 In the event that the fitter engineer(s) attend(s) to more than one installation job in the course of a single field assignment, the travel expenses shall be apportioned as fairly as possible by the supplier. As a rule, travel to the place of installation shall be by passenger car or air.
- 4.2 In the event that spare parts or other large assemblies/components are taken along in said passenger car, and if their total weight exceeds 20 kg, a transport fee will be charged.
- 4.3 The following kilometer rates are charged for the defrayment of travel costs: 0.55 EUR per km for travel by passenger car and 0.88 EUR per km for travel by HÄNDLE service vehicle/van. These are pure cost-price rates devoid of VAT. Road toll, etc. will be invoiced as accrued.

5. Travel time

- 5.1 Travel time (up to two hours prior to departure and up to two hours after arrival) and waiting time count as working time. No surcharge will be levied for overnight travel or for travel on Sundays and public holidays.
- 5.2 The same rates are also charged in such special cases as time spent for daily travel between the place of residence and the installation site, if the distance between the place of residence and the installation site exceeds two kilometers. To the extent that transport facilities are available, the daily fares paid will be charged (cf. 4.3).

6. Trips home

Married and unmarried fitter engineers are entitled to one trip home after each four or, respectively, six weeks on site if the installation site is located at least 150 km from the respective fitter engineer's place of residence. One trip home each shall be scheduled at Christmas time, Easter, Whitsun and at the beginning of holiday leave. The thusly incurred cost of travel shall be borne by the customer in accordance with the above guidelines.

7. In the event that the supplier provides any tools or lifting gear on loan, the cost incurred for outbound and inbound freight carriage, in addition to any cost incurred for necessary repairs, shall be borne by the customer. Any parts not returned to the supplier shall be charged to the customer on a current-price basis; the customer shall be liable for any damage incurred in connection with the return of such tools and/or lifting gear.

8. The installation costs shall, at the discretion of the supplier, be invoiced either weekly, monthly or following completion of the installation work. The amounts due shall be paid immediately upon receipt of the invoice, free of charge, to the bank account of the supplier. No amount shall be withheld or offset unless an undisputed or legally established counterclaim exists.

9. The customer shall assume and provide in good time the following at his own expense and risk:

- 9.1 Teams of auxiliary labour, such as unskilled workers, and, as necessary, bricklayers, carpenters, mechanics and other skilled workers in such numbers as considered necessary by the supplier. These auxiliary labour teams shall be made available to the fitter engineer assigned by the supplier for the entire period of installation and shall follow his instructions.
- 9.2 All earthwork, bedding work, civil engineering and scaffolding work, including the requisite building materials.
- 9.3 The devices and facilities required for installation and commissioning, such as lifting gear, oxyacetylene and electrode welding equipment, as well as all other essential commodities and materials such as scaffolding timber, trowels, pads, cement, plaster and sealing materials, lubricants, fuels, cooling water, drive units such as electric motors with slide rails and switchgear, V-belts and motor V-belt pulleys. The customer shall carry the responsibility for the unobjectionable condition of all auxiliary material.
- 9.4 Heating, lighting and power, including all requisite connections.
- 9.5 Dry, lockable and otherwise suitable rooms in the immediate proximity of the installation site for storage of machinery parts, materials and tools.

- 9.6 A lockable, heatable, on-site room with lighting and washing facilities, for the fitter engineer.
- 9.7 Compensation for any stolen tools or personal belongings of the fitter engineer.
- 9.8 Proper storage of all parts delivered to the site, and liability for any parts lost.
- 9.9 Work permit from the trade supervisory authority for working on Sundays and legal holidays.

- 10. The fitter engineer is insured via his employer's liability insurance association, while the customer is responsible for registering and insuring the auxiliary labour against accidents. The customer shall also carry the responsibility for liability risks regarding both the fitter engineer and the auxiliary labour. The customer has the obligation to perform, i.e., shall be liable for all damage incurred in connection with work to be performed on non-HÄNDLE components on the customer's behalf.

The fitter engineer shall retain membership in the supplier's health insurance scheme, whereas the customer shall assume responsibility for health and pension insurance schemes for the auxiliary labour.

- 11. Prior to commencement of the installation work, all items required for execution of the work must be present and available on site, and all civil engineering and other preparatory work within the customer's scope of responsibility must have been completed to such an extent, that the installation personnel can commence work immediately upon arrival and continue work without interruption. In particular, the approach routes and the installation site itself must already have been leveled off, cleared and readied for delivery of the equipment. Any requisite foundations and masonry needed for installation purposes must, at the time of installation commencement, already have been placed, set and dried in accordance with the drawings and specifications provided by the supplier. The foundation walls must have been completed and backfilled and, in the case of indoor installation, the walls and ceilings finished-plastered. The doors and windows must have been fitted, and any prescribed wall openings for moving in large components must have been prepared and provided.

- 12. All information provided by the supplier with regard to the duration of the installation work is estimated and accordingly non-binding. The starting date and duration of the installation work are subject to change due to unforeseen circumstances beyond the control of the supplier. The work shall be performed as promptly as possible.

In the event that the customer suffers damage or detriment due to delayed performance on the part of the supplier, the former shall be entitled to demand lump-sum compensation for delays. This shall amount to 0.5 % for each week of delay, not to exceed 5 % of the price of installation for the section of plant to be installed by the supplier that could not be utilized on time due to the delay.

In the event that the customer sets a time limit – with allowance for statutory exceptions – for the supplier to perform subsequent to the expiry date, and if said time limit is transgressed, then the customer shall be entitled to withdraw from the contract in accordance with the pertinent legal provisions. The customer shall, however, pledge to notify the supplier in due time and on request of the same as to whether he intends to exercise his right of withdrawal.

All other claims based on delay shall be regulated exclusively in accordance with section 18.2 of these terms and conditions.

- 13. In the event that installation or commissioning is delayed for reasons not attributable to the fault of the supplier, then the customer shall bear all resultant costs, in particular for waiting time and for any additional trips that may have to be made by the installation personnel, even in cases in which the cost of installation is either defined on a lump-sum basis (without extra charge) or to be borne by the supplier.

- 14. In the event that the customer, with the consent of the supplier, engages auxiliary labour or provides material for assisting in or performing any modification of machine components or materials provided by the supplier, a precise list of all materials employed and hours worked by such auxiliary labour shall be submitted to the fitter

engineer for certification of correctness. No other documentation will be recognized.

- 15. The working hours of the fitter engineer and the work performed by the same shall be certified by the customer at weekly intervals, and a written certificate of completion of the installation work (Final Installation Certificate) shall be submitted without delay, or, as the case may be, the form sheet confirming completion of installation, as prepared and filled out by the supplier, shall be submitted to the customer for signing.
- 16. In exclusion of all other claims, the supplier is responsible only for the proper installation and commissioning of the machines and parts supplied by him. This explicitly excludes improperly installed owner-supplied items. Nor shall the supplier be held liable for work performed by auxiliary personnel and/or other vicarious agents, insofar as such work was not related to the installation of his machine or as the nonconforming work is attributable to intervention on the part of the customer.

- 17. If, following completion of the installation work, the supplied machinery cannot be commissioned, or if the customer undertakes such commissioning at a later date without enlisting the aid of the supplier's fitter engineer, then the customer himself shall carry the attendant risk. The supplier shall not be held liable for any resultant damage. In the event that the customer has commissioned the machinery himself and it subsequently becomes necessary for the supplier to again dispatch a fitter engineer, the resultant costs shall be borne by the customer.

18. Supplier liability and non-liability

- 18.1 In the event that an installation component provided by the supplier is damaged at the fault of the fitter engineer, then the supplier shall be free to choose whether to repair or replace the component at his own cost.

- 18.2 For damage extraneous to the item of installation, the supplier shall only be held liable, irrespective of the legal basis, in case of:

- a) willful intent,
- b) gross negligence,
- c) culpable detriment to life, limb or health,
- d) fraudulent non-disclosure of defects,
- e) in connection with a promise of guarantee,
- f) as covered by the product liability law regarding liability for damage or detriment to persons or privately utilized items.

In case of culpable non-fulfillment of essential contractual obligations, the supplier shall not be held liable, even in the case of gross negligence on the part of non-executive employees and petty negligence, the latter being limited to contractually typical, reasonably foreseeable damage.

All further claims shall be excluded.

19. Statutory limitation

All claims by the customer – irrespective of the legal basis – shall be time-barred after 12 months. Claims for damage in accordance with Section 18.2a – d and f are subject to statutory limitations. In the event that the supplier, in the course of the installation work, causes a structure to become defective, the same statutory limitations shall apply.

- 20. The sole place of performance is Muehlacker, Germany. The place of jurisdiction is Karlsruhe, Germany.