

Terms and conditions of installation and service

These terms and conditions for all installation, set-up, conversion, repair and overhaul work on machines (on the client's premises) apply exclusively for the rendering of the services listed above, as amended.

1. General

- 1.1 The costs of the fitters' work and the required spare parts will be borne by our client.

2. Installation costs

- 2.1 Hourly rates

Working hours

- | | |
|----------------------------------|----------------|
| - Fitter (mechanic, electrician) | EUR 89.00 / h |
| - Service engineer | EUR 89.00 / h |
| - Engineer / programmer | EUR 135.00 / h |

Travelling time

- | | |
|----------------------------------|----------------|
| - Fitter (mechanic, electrician) | EUR 84.50 / h |
| - Service engineer | EUR 84.50 / h |
| - Engineer / programmer | EUR 119.00 / h |

- 2.2 Per diem charges (within Germany)

Travelling expenses flat rate for each
day of arrival and day of departure EUR 14.00 / day

Travelling expenses flat rate for intermediate days
(days between arrival and departure day) EUR 28.00 / day

The travelling expenses abroad will be determined according to the statutory foreign rates.

- 2.3 Overtime surcharges for fitter and travelling hour

- | | |
|---------------------|------|
| - first two hours | 25 % |
| - each further hour | 50 % |

- 2.4 Saturday work (surcharge per hour) 50 %

- 2.5 Sunday work (surcharge per hour) 100 %

- 2.6 Work on Bank holidays

(surcharge on Bank Holidays in North Rhine-Westphalia) 100 %

- 2.6 Travelling expenses

- | | |
|---------------------------|--------------|
| - for journeys with a car | EUR 0.79 /km |
|---------------------------|--------------|

- other travelling expenses (e.g. rail, flight, taxi) on a T&M basis and as per receipts.
- 2.7 Expenses for overnight accommodation on a T&M basis and as per receipts. However, at least the lump sum for accommodation costs (BStBl).
- 2.8 Those rates named in these terms and conditions of installation are understood to be net, in other words plus the statutory VAT applicable at that time.
- 2.9 Terms of payment
Installation costs are due when the invoice is issued.

3. Erection and assembly

The following terms and conditions apply for the erection and assembly, unless otherwise agreed in writing:

- 3.1 The client must assume the following at his/her expense and provide them in due time:
 - 3.1.1 all earthworks, construction work and other non-industry ancillary work including the necessary experts and assistants, building materials and tools,
 - 3.1.2 all utensils and materials needed for the installation and commissioning, such as scaffolding, lifting gear and other devices, fuels and lubricants,
 - 3.1.3 energy, water and compressed air at the point of use including the connections, heating and lighting,
 - 3.1.4 the electrical connection of the machine to the client's power supply,
 - 3.1.5 at the installation site, suitably large, dry and lockable rooms to store the machine parts, apparatus, materials, tools, etc. For the rest, the client must take those measures to protect the property of Wegener International and the installation personnel at the place of installation that he/she would take to protect his own property and personnel,
 - 3.1.6 protective clothing and devices that are necessary on account of the particular circumstances at the place of installation.
- 3.2 Before the start of the installation work the client of the firm of Wegener International must provided the necessary details of position of concealed electricity, gas, water lines or similar systems (e.g. computer or telephone cables) as well as the necessary static data without further notice.

- 3.3 Before the start of the erection or assembly, those supplies and objects necessary to start work must be present at the place of erection or installation and all preparatory work before the start of the erection must have progressed to a stage such that the erection or installation can begin as contractually agreed or can be carried out without interruption. The access routes and the place of erection and installation must be level and cleared.
- 3.4 If the erection, installation or commissioning are delayed by circumstances for which Wegener International cannot be held responsible, the client must bear the costs of waiting and any additional journeys that become necessary for Wegener International or the installation personnel on an appropriate scale.
- 3.5 If Wegener International demands the acceptance of the delivery after its completion free from defects, this must be done by the client within two weeks. The delivery will be deemed to have been accepted in any case after this two week period. The delivery will also be deemed to have been accepted if it has been put into operation – possibly on completion of an agreed test phase.