

Conditions for Assembly Abroad

1. General Terms and Conditions

- 1.1 These conditions are applicable for the execution of assembly work abroad.
- 1.2 In the absence of express of other agreements, the costs for assembly work according to part 2 are calculated on a time basis.
- 1.3 The seller is responsible for all deliveries required for the assembly in conformity with the respective regulations.

The execution of the assembly depends on the construction of the equipment delivered. The seller shall be liable for the actions of the seller's assembly personnel liable to damages within this scope only to a maximum of 5 % of the costs to be calculated for the assembly on the part of the seller.

Assembly and/or warranty insurance is not included, as we assume that joint insurance will have been arranged for the complete project. Should this not be the case, assembly insurance pursuant to the provisions of AMoB (German assembly insurance) and machinery-warranty insurance (liability for defects) can be taken out.

Our employer's liability insurance without production risk has a coverage of: € 1,000,000.00 for personal- and property damage and € 50,000.00 for financial loss. Further liability is excluded.
- 1.4 The buyer undertakes to ensure the safety of the workplace and observance of existing safety regulations.
- 1.5 In case any appliances or tools provided to the Seller under the agreement are damaged or lost during transport or at the assembly site, the buyer shall be obliged to replace these parts. Damage caused by normal wear is excluded.

Large-dimensioned assembly tools are to be provided by the buyer. The seller presents a list of the tools to be provided by the buyer prior to assembly. If these tools are not available we will be willing to dispatch these tools together with the equipment. Costs for the transport and return are to be borne by the buyer. As the return might cause problems, we recommend to purchase these tools after completion of the assembly.
- 1.6 The buyer is obliged to provide dry and lockable rooms required for the assembly personnel, as well as for storage of machine parts, material and tools.
- 1.7 Further, the buyer undertakes to ensure the provision of suitable theft-proof common rooms (with heating, lighting, washing facilities, sanitary facilities and first aid) for the assembly personnel and that the foundations are completed and checked.

The buyer assists the assembly personnel in negotiations with authorities and in personal matters. The buyer shall obtain all approvals required for the entry and exit of the country and any work permissions needed for the assembly personnel. The buyer shall further inform the personnel (suppliers) immediately about all obligations towards the local authorities (registrations etc.) whilst supporting their communication with them and assists in obtaining the approvals required for the stay.

The buyer renders assistance to enable the personnel to take out and/or transfer amounts of saved money to Germany.
- 1.8 Place of jurisdiction shall be Solingen, unless agreed otherwise.

2. Settlement of Costs

2.1 Travelling expenses

The buyer shall carry the costs for the first trip and return trip (economy class for flights and 2nd class railway including sleeper, ship or other). Any other travel expenses required for transport and return shall be borne by the buyer.

In the event that our technicians travel by air, the buyer shall bear the costs for the personal luggage if it exceeds 20 kg per person. The buyer shall also bear the costs for the transport of drawings, technical documentation, measuring instruments and the like.

Should the technicians not be able to be accommodated near the assembly site, they have to be reimbursed for the fare between their place of accommodation and assembly site. If no other possibility exists, the buyer shall provide a vehicle. It shall be at our discretion whether our technicians travel to the assembly site by public transport or by car. Travel time is to be reimbursed as working hours. The trip, respectively travel expenses are to be borne by the buyer.

Travel expenses per km	0.80 €
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2.2 Accommodation Allowance

2.2.1 Accommodation allowance and expenses will be settled according to applicable German rates.

If these rates prove to be too low, we reserve the right to increase them in relation to the actual expenses, i.e. accommodation expense will be invoiced based on presenting proof.

2.2.2 In the event that during vacation or agreed journeys home (Easter, Pentecost, Christmas and New Year) the accommodation at the assembly site must be kept, the accommodation allowance rate shall be reduced by 75%.

2.2.3 Accommodation allowance will also be charged in case of disability caused by illness or accident.

2.3 Working hours

2.3.1 Normal working hours for our assembly staff are 8 hours on workdays and max. 40 hours on 5 workdays (Monday to Friday) weekly.

Travel arrangements, travel and waiting time as well as time needed to seek accommodation and any official registrations upon arrival and departure at the assembly site are deemed working time. The working hours of the assembly staff are to be testified by the buyer on a weekly basis.

2.3.2 Full daily working hours, at least however 36 hours per week will be charged, even if the assembly staff, through no fault of their own, are prevented from working full hours.

2.3.3 For the provision of our assembly staff we charge the following rates:

Electronics Technician / Programmer	110,-- €/h
Senior Service Technician	95,-- €/h
Engineer / Commissioning Engineer	90,-- €/h
Service Technician	80,-- €/h
Site Manager	75,-- €/h

Skilled Mechanic 60,-- €/h

2.3.4 In case of extra work and hardship, as well as work on Sundays and public holidays the following surcharges are added to the hourly rates:

the first two daily extra working hours	25%
from the 3rd daily extra working hours	50%
Night work workday betw. 20.00 hrs. and 6.00 hrs.	70%
Late work Saturday, Sunday btw. 14.00 hrs. and 20.00 hrs.	70%
Night work Saturday, Sunday btw. 14 hrs. and 20 hrs.	100%
Sunday work	70%
Work on public holidays	100%
Night work on public holidays betw. 20.00 hrs. and 6.00 hrs.	175%
Work on New Year's Day, Easter Sunday, 1st May, Whit Sunday, Christmas Day and the night shift preceding New Year's Day	150%

2.3.5 The public holidays in Germany and abroad have to be fully paid according to the legal regulations (in case of overtime hours also with the surcharges above). In case of working on these public holidays the daily working hours plus the surcharge agreed for the respective holiday have to be paid.

2.3.6 For especially difficult, dirty or other work under hardship or dangerous circumstances the normal surcharge is to be paid.

2.4 Other Expenses

2.4.1 Minor assembly-related expenses of the assembly staff (phone, postage, incidentals and the like) are charged as they occur.

2.4.2 The buyer further bears the costs of € 280.00 / person for any required tropicalized equipment of the assembly staff.

2.4.3 The buyer further pays a one-time compensation for medication, doctor's visit (vaccination, examination etc.) € 150.00 / person

3. Home Leave

3.1 After 3 months of uninterrupted stay at the assembly site, the staff provided by the seller are entitled to go home for 14 calendar days plus travel time. In the event that the assembly lasts over a longer period an additional agreement for the time of leave will be made.

3.2 The buyer shall bear the travel costs and accommodation allowance for the days of travel. For the time of the home stay no payment of accommodation allowance is to be made.

4. Illness, Accident, Death and Insurance

4.1 In case of illness or accident of our assembly staff, the buyer is obliged to seek

medical care and bear all costs for medical treatment, medication and hospital. For this purpose the buyer shall arrange for a physician near the construction site who is immediately available in urgent cases. The days of illness are to be compensated according to the rates agreed under paragraph 2.2.1, 2.2.3 and 2.3.3.

Should hospitalization be required, the rate of accommodation expense will be reduced to 75 % of the amount. Should the physician advise the return journey of the patient, the buyer shall bear the travel expenses according to paragraph 2.1.

- 4.2 In case of death, the transportation of the body will be at the buyer's expense.
- 4.3 If the sick person is member of a health insurance, the costs amounting to health insurance coverage will be compensated to the buyer.
- 4.4 The seller takes out an employee accident and liability insurance for the time of the stay of the assembly staff.

5. Relay of Assembly Staff

If the relay of the assembly staff is necessary, with no fault of the seller, the costs incurred thereby will be invoiced.

6. Duration of Assembly

- 6.1 Any statements concerning the duration of the assembly are solely approximate. Start and duration may be postponed due to unforeseen circumstances beyond our control. In such cases, the buyer will bear the costs for the delay and additional travel of the assembly staff. The work will be carried out by all means as fast as possible.
Exceeding of stated deadlines, however, will not entitle the buyer to make deductions, claim damages, withdraw from the contract or deviate from the agreed payment terms.
- 6.2 If, after assembly is completed and with no fault on our side, the plant cannot immediately be commissioned or handed over or interruptions of the assembly are necessary for reasons not attributable to us, the costs for further travels and the delay related thereto are to be borne by the buyer.
- 6.3 Assistants, as well as skilled workers such as masons, carpenters, electric welders, fitters etc. required to support the assembly staff, in numbers considered necessary by our assembly staff, are to be provided by and at the expense of the buyer. The assisting personal including supervisors provided by the buyer shall be available to our supporting staff for the duration of the assembly work.

7. Other Provisions

- 7.1 Invoicing of the working hours performed will be effected on a monthly basis. The amounts are payable at once, net cash. Retention and offsetting are excluded. Decisive for invoicing and compensation of our assembly invoices shall by all means be the € value, i.e. payment in foreign currency must be equal to the invoiced € value.
- 7.2 At the request of the assembly staff, the buyer shall pay advances to them up to the amount of their entitled accommodation expense.

- 7.3 Any charges (duty, tax, fees and the like) paid by us at the assembly site are at the expense of the buyer.
- 7.4 The provisions above are supplemented by the applicable legal and agreed regulations and arrangements. They are modified when the above provisions and agreements are changed.

inTEC GmbH
Lackiersysteme

Phone +49 (0)212 38248-0
Fax +49 (0)212 38248-29
www.intec-lackiersysteme.de