

## Terms of Service Bachmann Monitoring GmbH (Contractor)

Terms for assembly work, inspections, repairs, measurements, analyses and evaluations, installations and seminars (hereafter referred to as services)

Unless other agreements have been reached in individual cases, these terms of service are valid for all services to be carried out for the Client as well as those services that are ancillary to deliveries. Deliveries will only be made subject to our delivery and payment terms and conditions. The Terms and Conditions of Sale of the Client are not valid and are not automatically assumed by the acceptance of the order. All services will only be carried out on the basis of an order. The order should be issued and confirmed in writing before work starts. Any urgent orders that are issued over the phone need immediate written confirmation.

### 1. Cost Rates for Working Time/Travel Time

The hourly and daily rates as well as travel costs can be found in our order confirmation. In the case of urgent jobs that require overtime and are not caused by the  $\mu$ -Sen (Contractor) himself, the following surcharges will be levied:

Surcharges:

- |   |            |
|---|------------|
| a) up to 2 hours overtime per working day   | 25 %/hour  |
| b) Sunday work from 10 hours  | 35 %/hour  |
| c) Night hours from 8pm to 6am  | 60 %/hour  |
| e) Bank holiday hours<br>(Bank holidays depend on the laws that apply at the place of work) | 100 %/hour |
| f) Work on special bank holidays<br>such as 1 May, Christmas Day                            | 150 %/hour |

The normal working time consists of 40.0 hours a week, or 8.0 hours a day. All hours that go beyond the normal working time are considered overtime. Maintenance hours count as normal working time.

Further expenses e.g. for local public transport, long-distance phone calls, telegrams etc. are not calculated separately. The daily allowance, food and accommodation and travel costs are not pre-taxed: these are net costs in the sense of the Value Added Tax law.

The prices quoted do not include VAT, which will be charged in addition in all cases.

The service prices are non-binding until the services are finally carried out. The calculation of the service prices and the statutory VAT will be made once the work is finished.

The work records, time sheets etc. that are filled out by service personnel will be submitted to the Client or his representative for approval and endorsement at the end of the work.

Once written approval has been received the work record is binding for both parties; the Client will receive a copy in all cases.

The Client will carry full legal responsibility for overtime work in the service or operational area of the Client. Specific attention is drawn to the notification and authorisation requirements.

### 2. Payment

Payment must be made in Euros plus the legally applicable VAT within 14 days of the invoice date with 2 % discount or within 30 days net. The payment date is considered to have been complied with if the funds are made available to us within the payment period.

If the payment date is not complied with the account is considered to be in arrears. No discount can be deducted for postage and packing costs or if the buyer is behind on other demands or if the delivery is paid with a bill of exchange.

Withholding and claims for compensation are not permitted unless the counterclaim is uncontested or established in law.

### 3. Deadlines

Our stated service deadlines should only be viewed as approximate. If the service is delayed for reasons beyond our control, the Client will carry any costs caused by the delay. If the delay is our responsibility

the deadline will be extended accordingly in order for the services to be completed. In the event of a severe delay which makes it impossible for the Client to comply with the contract, the Client has the right to withdraw to the exclusion of all further claims.

### 4. Client Assistance / Safety Regulations

The Client must provide at the right time and at his own cost and risk:

- the necessary and appropriate assistance to support our personnel during their period of work;
- the machinery, tools, lifting devices, sealing agents and lubricants required to carry out the work;
- heating, light and energy, including the necessary operational connections;
- dry, well lit and lockable rooms to keep tools, spare parts and the personal belongings of our personnel.

The Client is obliged to ensure compliance with existing safety regulations at the place of work and to provide the appropriate working conditions. Any special safety requirements must be communicated to our personnel.

### 5. Approval

The Client must issue immediate approval of the services as soon as they are proved to have been completed.

### 6. Risk Assumption

The Client assumes the risk for the services.

### 7. Guarantee

After the services have been completed we guarantee the work for 6 months for any deficiency in service caused by us. The right to change or cancel in the event of a failure of the remedial action remains the same. Further claims are excluded.

We must be notified immediately of any deficiencies established during the guarantee period. The guarantee claim is no longer valid if the notification is delayed. The same applies if the Client undertakes any changes or remedial work without our approval.

### 8. Liability

We are liable for:

- deliberate and gross negligence by senior employees,
  - culpable violation of basic contractual obligations,
  - the lack of assured qualities that were meant to safeguard the buyer against the damages sustained,
  - the deficiency of delivery items under product liability laws for which liability exists for personal or material damage to privately used items.
- For gross negligence by non-senior employees we are only liable if they violate basic contractual obligations. Here and in cases of liability for slight negligence in the violation of basic contractual obligations the liability is limited to reasonably foreseeable damage that is typical of the contract.

Any further claims on the part of the buyer, in particular a claim to replacement of damages that did not affect the delivery item itself, are excluded. This also applies to damages that rest on the violation of property rights and to unauthorised dealings.

Liability for damages for operational downtime and/or lost profit is excluded except in the case of wilful acts.

Furthermore, the Client releases us and our subcontractors from the claims of third parties which are brought in connection with the order. This naturally also applies to cases in which we are liable to recourse.

### 9. Place of Fulfilment and Place of Jurisdiction

The place of fulfilment for the performance of the services is the place agreed in each case; for payment it is Rudolstadt. The place of jurisdiction is the District Court of Gera.