

SERVICE GENERAL TERMS AND CONDITIONS OF GETZNER WERKSTOFFE GMBH

§ 1 PREAMBLE

(1) These Service General Terms and Conditions ("SGTC") shall supplement our "Terms and Conditions for the Sale and Delivery of Goods and Services by Getzner Werkstoffe GmbH" ("Terms") when we perform an installation supervision ("Supervision"). In case of any inconsistencies between this SGTC and the Terms, this SGTC shall prevail (insofar as they are applicable).

(2) Details of the Supervision itself are included in our offer / order confirmation.

§ 2 GETZNER'S OBLIGATIONS

(1) We shall, upon notification by the customer in accordance with Clause 4, provide the agreed Supervision by one or more competent supervisors. Therefore, we

- a) give to the customer or his Site Representative (mentioned in Clause 10 of these SGTC) the necessary instructions for the installation of our products supplied to customer and
- b) supervise the manner in which our installation instructions (according to our installation guidelines) are carried out.

(2) As supervisors, we will use employees qualified for this purpose. The number of employees we use is at our discretion. The estimated duration of installation (expert man hours) shall be agreed separately. Our obligation shall cease if we have not received notification according to Clause 4 from the customer within one year following the order date for the supervision.

(3) Supervision constitutes a service obligation. We are responsible only for the proper performance of the Supervision. We do not assume any responsibility for the installation itself or for any work performed by the customer or third parties.

§ 3 THE CUSTOMER'S OBLIGATIONS

Installation shall be carried out by the customer who shall at his own expense provide the skilled and unskilled labour, all equipment and everything necessary for the installation of the Product. The installation itself is therefore the responsibility of the customer.

§ 4 NOTIFICATION OF READINESS OF THE SITE

Unless otherwise agreed in writing, the customer shall give us at least 4 weeks' notice of the date at which the site will be ready

for the installation work and the commencement of Supervision.

§ 5 LOCAL LAWS AND REGULATIONS

The customer shall in due time provide us with such information concerning local laws and regulations as is necessary for the proper execution of our obligations. We will ensure that our employees comply with these laws and regulations.

§ 6 WORKING CONDITIONS

(1) The customer shall ensure that the following conditions are satisfied:

- a) The Supervision shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before Supervision is started and shall be maintained during the time of Supervision.
- b) Our employees shall be able to obtain suitable and convenient board and lodging in the neighbourhood of the site and shall have access to internationally acceptable hygiene facilities and medical services.
- c) The customer shall give all necessary assistance to ensure that our employees who conduct the Supervision obtain in good time visas and any official entry, exit or work permits and (if necessary) tax certificates required in the customer's country, as well as access to the site.

§ 7 SAFETY REGULATIONS

(1) Before commencement of Supervision, the customer shall notify us of all relevant safety regulations in force at the site and we shall secure the observance of such safety regulations by our employees.

(2) If a breach of these regulations by our employees come to the notice of the customer, he may require them to be noted forthwith in the Site Register (see Clause 10).

§ 8 PAYMENT, DEFAULT, RETENTION

(1) Where the parties have agreed that Supervision shall be paid for on a time basis, the following shall apply:

- The rates to be paid by the customer are those stipulated in our offer / order confirmation ("the Contract"). These rates

shall be paid from the date of departure from our premises until the date of return, including non-working days.

- The following items shall be separately charged:
- a) all travelling expenses incurred by us in respect of our employees and the transport of their equipment and personal effects using the means and class of travel specified in the Contract;
- b) cost of board and lodging and other living expenses, including any appropriate allowances, of our employees for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident;
- c) overtime and work on locally recognised days of rest and local public holidays and outside normal working hours shall be charged at special rates. The rates shall be as agreed in the Contract, or, failing agreement, as normally charged by us;
- d) time necessarily spent on daily travel between lodgings and the site if it exceeds half an hour each way;
- e) any costs incurred by us in accordance with the Contract, in connection with the provision of equipment by us;
- f) any taxes or dues levied on the invoice and payable by us or our employees in the country where Supervision takes place

§ 9 SUPERVISION PAID FOR BY A LUMP SUM

(1) Where the parties have agreed that the Supervision shall be paid for on the basis of a lump sum, the following shall apply: Unless otherwise agreed within our offer / order confirmation ("the Contract"), the payment shall be made within 30 days from the date of the invoice (without any deductions).

(2) The quoted lump sum price shall be deemed to include all the items mentioned in Clause 8 a) to f).

(3) If the Supervision is delayed due to a cause for which we are not responsible or the workload has increased considerably for us without any fault on our part (e.g. larger installation/ supervision area as agreed), the customer shall compensate us for the following:

- a) extra work resulting from the delay / increased workload;
- b) waiting time and time spent on extra journeys to and from the site;
- c) costs rising from the fact that we have to leave our equipment at the site for a longer time than expected;
- d) additional costs for journeys, board and lodging for our employees;
- e) other documented costs incurred by us as a result of changes in the Supervision programme

Any such compensation shall only apply if and to the extent that the Supervision is actually extended or continued by mutual agreement in accordance with § 12.

§ 10 SITE REPRESENTATIVE AND SITE REGISTER

(1) Each of the parties shall appoint a Site Representative in writing to act on its behalf during the Supervision.. Such appointment shall be made at the latest on the date of notification under Clause 4. In the event of short notice changes to a party's Site Representative due to unforeseen circumstances, the party concerned shall notify the other party immediately upon becoming aware of the need for such change. Where reasonably possible, the party shall provide such notice at least two (2) days in advance. Any such change shall not constitute a breach of contract, provided that the appointing party ensures that the replacement Site Representative is duly qualified and authorized.

(2) Unless otherwise specified in writing, the Site Representatives shall be authorised to act on behalf of their respective party in all matters concerning the Supervision.

(3) Wherever these SGTC stipulate that notice in writing shall be given, the Site Representative shall be authorised to receive such notice on behalf of the party he/she represents. The Site Representatives shall also be authorised to sign the Site Register.

(4) We will keep a Site Register in which we note all supervision work carried out and problems encountered. This Site Register shall be completed and signed daily by the Site Representatives. Entries in the Site Register and any reports issued are for documentation purposes only and do not constitute an acceptance, approval or confirmation of conformity of the installation work.

§ 11 WORK NOT COVERED BY OUR OFFER / ORDER CONFIRMATION (CONTRACT)

The customer shall not be entitled to use our employees to perform any work not covered by the Contract without our previous written consent.

§ 12 SUSPENSION / DELAY OF SUPERVISION

(1) In case of advance payment, we shall be entitled to refuse to commence Supervision work if the invoice has not been paid by then.

(2) If the installation work is suspended or delayed for a cause for which we are not responsible the customer shall be entitled to send home our employees, provided it bears the expenses resulting therefrom.

(3) Supervision shall be provided exclusively during the dates, periods and on-site presence originally agreed in the Contract. We are not obliged to extend, postpone or otherwise reschedule the Supervision as a result of any suspension or delay of the installation or of the Supervision itself, unless expressly agreed otherwise in writing. This only applies if we are not responsible

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for the suspension or delay.

(4) If the Supervision cannot be fully or partially performed during the agreed period due to a suspension or delay of the installation work for which we are not responsible, we shall nevertheless be entitled to the full remuneration agreed for the supervision services. This applies in particular where the agreed time slots and capacities were reserved for the Customer.

(5) Any adjustment of the dates, duration or scope of the Supervision following a suspension or delay shall require a separate mutual agreement of the parties and may be subject to additional remuneration and cost reimbursement. We are not obliged to enter into such an agreement.

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