

Abroad

relating to Delegation of Personnel for Erection, Start-up,
Maintenance or Repair Work

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1. General

- 1.1 Erection, start-up, maintenance or repair services (hereinafter called "Work") shall be carried out only on the basis of a written order or of our written order acknowledgement.
- 1.2 The Work shall be governed by these GENERAL TERMS; deviating terms are valid only with our written approval.
- 1.3 Our personnel shall carry out the Work under the Client's instructions based on the tariff regulations effective in the Federal Republic of Germany.

2. Hourly / Daily Rates

Our present rates for service personnel are listed in Appendix "General Terms for Hourly / Daily Rates Abroad".

3. Working Hours

All hours in excess of the normal 7 1/2-hr-working day from Monday to Thursday, and Friday 5 hours, are regarded as overtime.

We shall also charge for the full working day if our personnel is unable to continue work for reasons beyond our control, such as reduced working hours, etc.

4. Extra Rates for Overtime

See Appendix
"General Terms for Hourly / Daily Rates Abroad".

5. Travelling Expenses and Daily Allowances

The following rates shall be charged in addition to the hourly / daily rates above.

- 5.1 Travelling Expenses
- 5.2 Allowances for each calendar day of absence from Wetter (Ruhr) shall be in accordance with the said Appendix.

6. Additional Costs

Costs incurred in connection with travel, such as procurement of passports and visas, medical examinations, vaccinations, luggage and equipment transport costs and, if necessary, tropical kit, etc., shall be borne by the purchaser.

7. Public Holidays

Our personnel is entitled to the following public holidays as are observed in Nordrhein-Westfalen, Federal Republic of Germany: January 1st, Good Friday, Easter Sunday, Easter Monday, May 1st, Whit Sunday, Whit Monday, Corpus Christi, Oct. 3rd, All Saints Day, Christmas Day, December 26th.

Subject to our prior approval, these public holidays may be exchanged for public holidays at the job site.

8. Terms of Payment

See Appendix "General Terms of Hourly / Daily Rates Abroad".

9. Duration and Completion of Work

- 9.1 Any statements made by us regarding the duration of Work are approximate. The start and duration of Work may have to be postponed because of factors beyond our control. Should our completion date be exceeded, the Client shall not be entitled to make any reductions or to raise claims for indemnifications against us.
- 9.2 Should the completion of Work be delayed for reasons beyond our control, the Client shall bear all attendant costs, especially those incurred for waiting time and for any additional travel necessary.
- 9.3 Our quotation, your purchase order and our confirmation constitute the Contract in its entirety. Modifications, supplements and additional terms shall be valid only if confirmed in writing and signed by authorized persons.
- 9.4 Our Work is completed the moment our personnel declares the installed equipment to be ready for start-up or commissioned. The Client shall issue to our personnel certificates confirming completion of Work as well as take-over.
- 9.5 On completion of Work, but in any case every 2 (two) weeks at least, the Client shall confirm in writing the hours worked by our personnel.
- 9.6 We reserve the right to replace any of our personnel at any time during the course of the Work at our own expense by other personnel of same competence.

Abroad**10. Client Assistance**

- 10.1 Before Work is started, all equipment must be available on site; supplies and services provided by the Client shall be so prepared that Work can be started immediately on arrival of our personnel and then continued without interruption. In particular, points of access and the erection site must be levelled, cleared of waste, and in a suitable condition for transportation of loads. Foundations and brickwork needed to permit erection must be in accordance with our dimensional drawings and descriptions and should be properly set and dried.
- 10.2 At his own risk and expense, the Client shall effect in good time the following supplies and services regardless of the duration of the Work:
- 10.21 All excavating, foundation, building and scaffolding work including the necessary building materials.
- 10.22 Provision of skilled and unskilled labour in the numbers and with the qualifications deemed necessary by us.
- 10.23 All apparatus needed for the Work, such as tools, erection and lifting gear as well as all expendable and non-expendable materials like scaffolding poles, wedges, shims, cement, plaster and caulking materials, lubricants, fuels, cooling water. The provided tools and work equipment must correspond to the general international safety standards. The same applies to all operating media including the first fill.
- 10.24 Adequate supply for heating, water, lighting and power including the necessary connections;
- 10.25 Lockable and heatable quarters for our personnel with lighting and sanitary facilities according to the Job Site Regulations in force.
- 10.26 Dry, lockable storage rooms for equipment and tools in the immediate vicinity of the site.
- 10.3 If the Client fails to fulfill his obligations, with the result that services or tools and erection equipment need to be provided by us, then the resulting costs may be charged to the Client.
- 10.4 The Client is responsible for all safety measures relating to personnel and equipment on the site, and for advising our personnel concerning safety regulations in force there. The Client shall provide all necessary permits (especially aid, fire extinguisher etc) at his own expense.
- 10.5 If the Work to be carried out by our personnel necessitates the use of special protective clothing and/or equipment, then this is to be made available by the Client at his own expense.

11. Care of our Personnel by the Client**11.1 Accommodation**

If necessary, the Client shall provide our personnel with suitable accommodation near the site. This accommodation must conform to West European requirements, especially regarding sanitary facilities. Should the climatic conditions make it necessary, the Client shall provide at his own expense air conditioning, refrigerators and cooking facilities for our personnel. In cold periods of the year the quarters shall be adequately heated. Where necessary, the Client shall provide at his own expense an office on site for our personnel, complete with office furniture, equipment and materials, telephone as well as sanitary facilities.

11.2 Formalities

The Client shall relieve our personnel of all official tasks imposed by the authorities of his country. Should this not be possible, the Client shall indicate to our personnel the tasks which they have to perform and shall assist our personnel in doing so. This relates particularly to work permits, registration and notice of entry and leaving and the necessary forms for the outward and return journey.

The Client shall procure for our personnel all certificates necessary for unlimited freedom of movement within the country and for travel home with their belongings at any time. Social facilities already in existence at the job site or those introduced there during the progress of work, as well as additional special privileges already in force, shall be made available to our personnel in the same manner and to the same extent as to other foreign employees working at the job site.

The Client shall, at his own expense, make an interpreter available in order to minimize communication difficulties.

11.3 Accidents / Sickness

In the event of an accident or sickness, the Client shall undertake to provide immediate medical attention or, if necessary, transport to a suitable hospital. Should transport home be necessary as a result of serious illness or death, the Client shall undertake the necessary duties associated therewith and bear the costs that ensue.

In the case of hospital in-patient treatment, the allowance rate will be reduced by 50 % if the hospital meets West European standards of accommodation and treatment.

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58292 Wetter / Germany**11.4 Home Leave**

After at least every 4 months of uninterrupted absence from home, our personnel shall be entitled to home leave if Work is expected to last at least a further two months. The travelling expenses shall be borne the Client.

The same rates will be charged for the resulting travelling days as for the other outward and return journey days

11.5 Special Home Leave

In the event of critical illness or death of close relatives, our personnel shall be allowed an immediate return journey at the Client's expense.

12. Insurance (Equipment)

The Client shall provide such adequate insurance as to exclude any recourse claims against us and our personnel.

- the equipment supplied
- the installation under our custody
- our erection tools and equipment

All damages that may be caused by us as a result of:

- faulty design
- faulty drawings
- faulty materials
- faulty manufacture
- faulty erection
- faulty start-up

13. Taxes / Insurance (Personnel)

We will take care of all taxes, dues, fees and contributions relating to social security (including accident insurance) of personnel arising in the Federal Republic of Germany.

All taxes, dues, fees and contributions for social security and accident insurance arising in the foreign country concerned shall be borne by the Client.

14. Guarantee and Liability

14.1 Claims must be submitted within 6 months after completion of Work.

14.2 To the exclusion of all other claims, we shall be responsible for correct completion of our contractual Work. Any shortcomings for which we are responsible will be remedied within a reasonable period of time, at our option, either by ourselves or by others acting on our behalf, and at no charge to the Client.

14.3 We are not liable for the quality and suitability of the materials furnished by the Client.

14.4 We are liable for Work carried out by the Client's assigned labour force only if faulty instructions are issued by us or our personnel.

14.5 The Client is liable for all accidents and the consequences thereof, as well as for damage to property caused by inadequate quality of tools and equipment and expendable or non-expendable material supplied by him, even if such equipment and materials are used without our objection.

15. Assignment of Contract Rights

The Client may not assign the contractual rights to a Third Party without our approval.

16. Final Terms

16.1 The Work shall be carried out at the job site indicated by the Client. The place of payment shall be Wetter, Ruhr.

16.2 Place of jurisdiction is Wetter, Ruhr. The applicable law shall be that of the Federal Republic of Germany. The application of the Uniform Laws covering the International Sale of Goods (Hague Sale Law of 1964) shall be excluded.

16.3 If individual points of the contract prove to be legally invalid, all other parts of the contract shall nevertheless remain binding. Should one clause be found to be invalid, then both parties are obliged to replace this by a clause which comes closest to the invalid clause in its economic purpose.