

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 purchaser'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 purchaser 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 purchaser 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 purchaser 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 purchaser 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.

10. Purchaser Assistance

- 10.1 Before Work is started, all equipment must be available on site; supplies and services provided by the purchaser 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 brick-work 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 purchaser 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 purchaser fails to fulfil 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 purchaser.
- 10.4 The purchaser 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 purchaser 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 purchaser at his own expense.

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

If necessary, the purchaser 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 purchaser 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 purchaser 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 purchaser shall relieve our personnel of all official tasks imposed by the authorities of his country. Should this not be possible, the purchaser 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 purchaser 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 purchaser 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 purchaser 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 purchaser 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.

Abroad**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 purchaser.

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 purchaser's expense.

12. Insurance (Equipment)

The purchaser 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 purchaser.

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 purchaser.

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

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

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

16. Orders from Non-EU countries

16.1 If the purchaser is resident in a non-EU country, except for one of the EU partner countries listed in Annex VIII of Regulation 833/2014 of the Council of the EU (currently USA, Japan, UK, South Korea, Australia, Canada, New Zealand, Norway, Switzerland), the purchaser undertakes to fully comply with Article 12g of the Regulation of the Council of the European Union (EU) No. 833/2014.

16.2 The purchaser will do his best to ensure that the purpose of subsection 16.1 is not frustrated by third parties in the retail chain, including possible resellers, and that potential abuses are identified.

16.3 The purchaser will immediately inform us of any difficulties or hindrances of third parties in the application of Subsections 16.1 and 16.2, and, at our first request, will take appropriate remedial measures or provide us with a declaration of end-use for the purchased goods.

16.4 Any breach of subsections 16.1, 16.2 and 16.3 constitutes a breach of a material term of these General Terms of Service Abroad. We are entitled to appropriate remedial action, including but not limited to: (i) termination of the purchase order; and (ii) to demand a penalty from the purchaser up to the amount of the contractual value of the purchase order plus our cost of legal dispute.

Abroad

Taprogge Gesellschaft mbH
58292 Wetter / Germany

17. Final Provisions

- 17.1 The Work shall be carried out at the job site indicated by the purchaser. The place of payment shall be Wetter, Ruhr.
- 17.2 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.
- 17.3 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.