

# Terms and conditions for assembling

## Cost rates for availability of technical staff

### I. General agreement

1. If desired we shall send specialists to realize assembling of the delivered equipment, who shall be able guarantee based on their experience trouble-free assembling in the shortest possible time.
2. To grant trouble-free function of our equipment, we shall recommend initiation by our trained assembly staff.
3. Assembly and initiation shall be subject to the following regulations:
  - a) All expenses shall be at buyer's account. In order to grant assembly in short notice, the buyer shall provide:
    - i) Back staff, plumber, locksmith, electrician and other specialists as required at our discretion and mutually agreed.
    - ii) All equipment necessary for assembly and initiation including lifting tools and other required appliances and materials as well as electric power and compressed air.
    - iii) Heating (air-conditioning), lighting and access to electric power, cooling water and compressed air and sufficient connection line to the interface of the equipment.
    - iv) All chemicals, cleaning liquids and other requirements necessary for the ultra-sonic cleaning system.
    - v) Storage room for components, materials and tools. The storage rooms shall offer sufficient space, dry and appropriate surrounding
    - vi) Working space and lounges for our staff.
  - b) Before assembly start, all components required for assembly shall be on location. Additionally, all preparatory work like bricklayer, carpenter and others shall under no circumstances affect or hinder assembly work.
  - c) In case of delay in assembly or initiation for reasons beyond supplier's responsibility, the buyer shall bear all costs arising from travel or waiting periods of our assembly personnel.
  - d) Our liability shall be limited to correct assembly and operation of all supplied components by our staff. Works carried out by support staff shall be excluded from our liability except works directly related to the delivery and assembly, arranged by the buyer and mutually agreed and realized under our surveillance.

### II. Hourly rate

1. Our current rates for field support shall be as follows: For working and waiting hours on regular working days during office hours we shall charge for:

a) software engineer	EUR 235,00
b) process engineer	EUR 140,00
c) service engineer	EUR 95,00
2. For travel hours on regular working days during office hours we shall charge for:

a) software engineer	EUR 120,00
b) process engineer	EUR 85,00
c) service engineer	EUR 65,00

Plus VAT for service in Germany.

### III. Working hours

1. The current regular daily working hours are 7 hours. If respective circumstances shall require assembly work exceeding 7 hours for our service staff, we shall charge following rates for overtime work:

a) for overtime hours	25 %
b) for works on Saturday	40 %
c) for night and nightshifts between 8 pm und 6 am	50 %
d) for works on Sunday	100 %
e) for works on public holidays	100 %

### IV. Allowances – national

Expenses for accommodation shall be charged on expense voucher. Board expenses shall be invoiced according to legally accepted flat rates. We shall reserve the right to raise flat rate in case of exceptional high expenses.

### V. Allowances – international

For international allowances, our daily rates including accommodation shall be based on the cost situation in the respective country.

### VI. Travel expenses

1. Our rates for travel and return expenses shall be

a) by plane	standard rate economy class
b) by train	standard rate economy class
c) by car	0,85 EUR / Km
d) by delivery van	1,30 EUR / Km
e) by truck	2,10 EUR / Km

2. We shall reserve the right to choose appropriate travel mode.

3. Additional expenses for garage, insurance for luggage and tools, luggage charges for public transportation and others shall be at customer's expense.

### VII. Conditional cost rates

Prices and cost rates shall be subject to adjustment in case of alternation in cost.

### VIII. Completion of work

On completion of the work, the customer shall hand out a written statement to our support staff confirming proper completion and working hours.

### IX. Assembly by the buyer

In case of assembly work carried out by the buyer or engaged third parties, we shall recommend acceptance test by one of our service engineers after complete assembly in order to guarantee trouble-free functioning. In this case, we shall exclude warranty for any defects or damages of our delivery item that shall directly or indirectly related to assembly.

### X. Others

Personnel from third parties contracted by the buyer during works related to assembly and installation of the machine or equipment shall be subject to the supervision by our assembly personnel unless otherwise agreed between the parties.

### XI. Repair works at manufacturer's premises

The buyer shall bear all transport expenses for relevant equipment and components:

### XII. Terms of payment and court of jurisdiction

Payment term for any invoice concerning sending of trained staff shall be 14-days without any deduction, by date of invoice.

Our terms and conditions shall be considered accepted by order confirmation.

Court of jurisdiction shall be Sigmaringen.

### XIII. Liability of contract

In case of alternation of single regulations mentioned in these terms and conditions, the remaining terms and conditions shall thereby maintain unaffected.