

Conditions Governing the Provision of Assembly and Service Personnel

Calculations attaching to services rendered by us shall be on a per-person basis.

Starting point for the purpose of such calculations shall be taken to be the principal place of business of the company.

1. Rates for working hours, travel hours and standby time

- a) mechanic / technician on request
- b) engineer / technician as
MV – system specialist on request
system specialist / commissioning engineer on request
assembler / service technician on request
- c) Rates for the deployment of service personnel of other companies on request

d) Other:

The invoicing shall be done on the basis of counter-signed time sheets.

Job oriented lead time which is necessary for the performance of the field work as well as rework time which is necessary for an ordinary finalisation at our business site shall be invoiced at the above mentioned rates.

Travel time, including travel to and from the accommodation will be invoiced as working hours.

Expenses, like taxi, other fees, excess luggage, visa, vaccinations etc. will be charged on a time and material basis and as incurred.

2. Surcharges

Weekend and public holiday surcharges are mutually exclusive. The overtime surcharge is added on weekends and public holidays to the already increased amount.

- a) overtime (starting with the 11th hour each day) 50 %
- b) work on Saturdays 50 %
- c) work on Sundays 100 %
- d) work on public holidays (Monday to Saturday) 150 %
- e) work on public holidays (Sunday) 200 %
- f) Must work be performed under significant exposure of smoke, soot, dust, heat, acid fumes, underground, under normal high temperatures or high altitudes in free running, so we charge the hardship increases in accordance with Section 12 general wage agreement contract for industrial workers in the metal industry in Lower Saxony and § 5 BMTV.
- g) The remuneration for the supply of special tools, measurement and monitoring systems, welding units, armamentarium, lifting tools, and other building site equipment shall be 2 % of the net value of the respective object, calculated from the day of dispatch until the return at the dispatch site for every week commenced. Such remuneration shall cover normal wear and tear as well as the fact that the object has been held ready for the ordering party; delivery and return of the goods shall occur at the Principal's expense.
If particular measurement or monitoring equipment cannot be provided by the company Helmke, we will rent these machines for the duration of the travel from third parties if possible and invoice the rent plus eventual freight and other charges to the Principal.

3. Means of transport

- a) travel by service car per km on request
- b) travel by transporter service car per km on request
- c) travel by other means of transport as incurred
- d) train tickets (2nd class) as incurred
- e) flight tickets (IATA) Business Class as incurred

4. Daily allowances, other expenses

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| a) Daily allowances per day of absence from the Helmke premises of more than 5 hours, without overnight stay but within Germany | on request |
| b) Daily allowances per day of absence from Helmke premises without overnight stay, in the specified foreign country | dependent on destination |
| c) Overnight stay without particular proof at the flat rate of | dependent on destination |
| d) Cost of overnight stay as far as they exceed the cost pursuant to 4 c). If necessary room and board shall be provided on business trips through countries outside Germany at the standard comparable to a business class hotel in Germany | as incurred |

5. Basic Conditions

- a) Taxes
Value Added Tax shall also be added to amounts of offset, separation allowances and any other ancillary costs incurred, being in each case subject to the statutory rate prevailing. In so far as separation allowances and expenditure pertaining to travel are subject to P.A.Y.E., there will be an additional charge equivalent to 60 % to cover the additional wage-related costs thereby incurred.
- b) Additional costs
The costs incurred through the preparation of reports and/or appraisals shall, where requested by the Client, be deemed to constitute an independent contract and shall, as such, be invoiced separately.
- c) Participation on the part of the Principal
- aa) The Principal shall be required to undertake all that is deemed necessary to ensure that work commences punctually and that same can be carried out without interruption. It shall be deemed a requirement that the services of the assembly or service personnel of the Contractor shall not be called upon until all of the preparatory work has been completed.
The Principal shall be required to ensure that the requisite entry and exit, residence and work or, indeed, any other permits of which the assembly and service personnel are obliged to be in possession are obtained. The same shall also apply in respect of the import and export of tools, equipment and materials of the Contractor.

The Principal shall, at its own expense, be required to ensure that the requisite accident-prevention measures are in place. More specifically, the Principal shall undertake to expressly draw the attention of the assembly and service personnel of the Contractor to such instances where particular consideration is required to be afforded to the Principal itself and to other enterprises or, likewise, where regulations of pertinent content are required to be observed. The assembly or service personnel of the Contractor shall be deemed entitled to refuse to accept or to discontinue work where an adequate level of safety is found not to have been guaranteed. Furthermore, the Principal shall be obliged to draw the attention of the Contractor to specific statutory, official and, indeed, any other such regulations as shall be deemed to be of pertinence to the execution of the work per agreed scope or to operations generally.

In the event of accident or illness involving the assembly or service personnel of the Contractor at the site of assignment, the Principal shall undertake to provide the requisite support.

Should it transpire that the Principal does not fulfil the foregoing obligations, either in part or in their entirety, the Contractor shall be at liberty to itself secure their fulfilment or to seek such security through third parties and to invoice the Principal for all such expense as may be thereby incurred.

- bb) The Principal shall be required to provide tools, measuring and test appliances, operating materials and auxiliary personnel as well as a suitable, lockable area to facilitate the theft-proof safekeeping of accompanying tools and clothing.
- cc) Work requiring to be carried out by the Principal shall not become the responsibility of our personnel.
- dd) The Principal, or, alternatively, a duly designated party, shall confirm completion of the work for our personnel prior to their departure from site. Should this fail to happen, the contract shall be deemed to have been filled in a correct and proper manner.

d) Liability

The Contractor does not exclude the liability for death or personal injury. Within the legal limits, in particular the Swiss Law of Liability for Products, to the extent applicable, and with reservation of unlawful intent and gross negligence, the Contractor excludes any contractual and non-contractual liability for any losses and damages caused by its actions or omissions. In particular, any claims or entitlements on part of The Principal, based on whatever legal reason (contract, tort including negligence or strict liability or any other legal or equitable theory) and related to loss of production or loss of profits or sales, business interruption or lost revenue, loss of information and

data, or for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this order shall be excluded. As far as permitted by law, the aggregate liability of the Contractor under or in connection with the contract shall be limited at maximum to the price of the order in question. The Contractor shall not be liable for any delays or failures caused by circumstances beyond its reasonable control (Force Majeure), including, without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes and failure of the Internet.

The Principal shall be responsible for all such occurrence of injury or damage as shall be found to have been caused by its personnel. This shall also apply where the personnel of the Contractor manages or oversees working procedure, unless it can be verifiably established that instructions given or monitoring activity have been accompanied by gross negligence. The Contractor shall likewise be responsible for such occurrence of injury or damage as shall be found to have been caused by defect in respect of the tools, equipment and materials that it has made available. This shall also apply where the personnel of the Principal have made use of same without complaint.

e) Terms and conditions of payment

The costs associated with assembly and service work shall be owing and payable without deduction immediately subsequent to receipt of invoice as the costs in question constitute out-of-pocket expenses. The assembly and service personnel shall not be entitled to take receipt of such payments with the effect of discharge of the Principal. This arrangement shall not extend to cover such costs as are specified under Item 4) in so far as nothing to the contrary has been agreed. The costs shall be payable immediately and net without discount.

The Principal shall not be at liberty to withhold or reduce amounts of payments on grounds of complaint; claims or such counter-claims as have not been recognised by the Contractor. The payments shall also be effected, where the work is delayed or impossible for reasons for which the Contractor may not be held accountable.

f) Respites

Deadlines attaching to the completion of the work commissioned shall only be held to be of binding nature for the Contractor where the Contractor has confirmed such deadlines in written form. Periods designated for execution and completion shall be deemed to have commenced when all requirements attaching to implementation of the work have been satisfied. Said periods designated shall be deemed to have been observed where the work is established as having been completed prior to expiration of such periods. The periods designated may be extended where circumstances are found to prevail for which the Contractor may not be held accountable. The same shall also be deemed to apply where the Principal does not fulfil its obligations in timely fashion.

Where a period designated for execution and completion that is held to be binding is exceeded for reasons for which the

Contractor may be held solely accountable, the Principal shall be at liberty - in so far as written and verifiable evidence is forthcoming to the effect that it has thereby incurred damage - to demand compensation based on each full week of delay in performance of amount equivalent to 0.5 %, of total, however, equivalent to a maximum of 5% of the price of the work attaching, per agreement with the Contractor, to the part of the installation which, on account of the aforementioned delay, could not be commissioned to a serviceable standard. No such further claims or entitlements as may be asserted on grounds of delay shall be entertained.

These limitations shall not, however, apply in the event of unlawful intent or gross negligence on the part of the Contractor, however, they shall also apply for unlawful intent or gross negligence on the part of helpers.

g) Applicable Law, Arbitration

This Agreement will be governed by and construed in accordance with the laws of Swiss (without regard to its conflicts of law provisions), not including the provisions of the UN Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or in connection with this Agreement, including the validity, invalidity, breach or termination thereof shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of the arbitration shall be in Zurich. The arbitral proceedings shall be conducted in English.

h) Final provisions

- aa) Statements submitted, of whichever content, by assembly or service personnel of the Contractor shall be held to be binding for the Contractor only where the latter has confirmed same in written form
- bb) Should it transpire that (an) individual provision(s) contained in the present terms and conditions is/are or become ineffective under law, either in part or in its/their entirety, the effectiveness under law of the remaining provisions shall not be thereby affected. In such instance, the Parties shall undertake to replace the ineffective provision(s) by such as is/are found to most approximate to the intended commercial objective of the ineffective provision(s). Loopholes established shall be deemed to be subject to corresponding arrangement.