

## General installation conditions

### A. The following rates will be invoiced for the delegation of fitters:

#### 1. Rate per working hour on a working day within the day shift (07:00 - 16:00 clock), including social security contributions:

- Commissioning programmer	EUR 235.00
- Specialist engineer / Commissioning engineer / Crane expert	EUR 141.00
- Troubleshooting service	EUR 102.00
- Supervisor / Erection supervisor	EUR 99.00
- Welder / Senior fitter	EUR 85.00
- Fitter / Service technician	EUR 77.00

#### 2. The following surcharges will be added to the above rates:

- 25% For every overtime hour up to 2 hours beyond the daily working time of 8 hours, or up to a total of 10 hours overtime in the week;
- 50% For every further overtime hour and for every hour of work on a Saturday; and at night work between 20:00 - 06:00 clock
- 100% For every hour worked on public holidays for which earnings are paid falling on a normal company work-free working day or Sunday, with the exception of Easter Sunday, Whit Sunday or the Christmas public holidays;
- 150% For every hour worked on public holidays for which earnings are paid falling on a normal company working day and on Easter Sunday, Whit Sunday or the Christmas public holidays;
- 10-20% For difficult working conditions.

#### 3. The respectively valid rates determined by the Ministry of Finance will be invoiced as a lump sum - per fitter - for work away from home ([www.bundesfinanzministerium.de](http://www.bundesfinanzministerium.de))

The daily allowance for remote erection sites is payable also for work-free Saturdays, Sundays and public holidays on which no work is performed.

From 01.02.2020 a hotel flat rate of € 90 per night is set.

To protect your and our employees, we charge a flat rate from 01.08.2020, due to the hazardous situation in contact with organic dust on waste cranes (difficult work), for protective equipment and consumables (disposable protective overalls, respiratory masks and gloves as well as fats, oils and cleaning rags) 50 EUR / per fitter / per day.

#### 4. For return journeys, the costs of the 2<sup>nd</sup> (for engineers of the 1<sup>st</sup>) class travel, the costs for the transport of luggage and hand tools and any other cash expenses shall be refunded. If the fitter carries out several erections in the same region during his absence from the works, the travelling expenses will be split at the discretion of the erection company. Where it appears expedient, the fitter will travel by car in which case 0.90 €/km will be invoiced for the return journey. In the case of truck or customer service car 1.21 €/km. If equipment or spare parts are transported in the car, the corresponding express goods tariff will be charged.

#### 5. Travelling time (3 hours before the departure of the train until 3 hours after arrival) and waiting time shall be considered as working time. No surcharges will be applied for travelling time at night and on Sundays and public holidays. In special cases the same rates will be invoiced for the daily travelling time from the fitter's home to and from the erection site if home and erection site are more than 2 km apart. If public transport possibility is available, the daily fares will be invoiced.

#### 6. For erection work which the erection company considers occasional inspection to be necessary, the erection company will send out an employee against payment of the rate applicable at the time of deployment and remuneration of the costs of 1<sup>st</sup> class travel.

### B. The erection costs will be invoiced after the end of the erection. The amounts shall be payable immediately on receipt of the invoice free of charge to the bank account of the erection company. Withholding or offsetting of the payment shall not be permitted. At the request of the erection company, the Client shall make appropriate weekly payments on account.

- C.** The Client shall, at his expense and risk, be responsible for providing the following in due time:
- 1.** Auxiliary crews, such as assistants and if necessary also masons, carpenters and metalworkers and other qualified personnel in the quantities considered necessary by the erection company. These auxiliary crews shall be at the disposal of the fitter provided by the erection company for the whole duration of the erection work and shall follow his instructions; this shall also apply on Saturdays, Sundays and public holidays on which the company does not normally work.
  - 2.** All earthworks, foundation work, construction and scaffolding work, including the necessary materials;
  - 3.** The auxiliary equipment necessary for erection and commissioning, such as hoists, portable forges and the necessary items and materials such as scaffold boards, wedges, bedding, cement, plastering and sealing agents. Lubricants, fuels, cooling water, drive ropes and drive belts, including fitting and the necessary modifications;
  - 4.** Heating, lighting and power, including the necessary connections;
  - 5.** Suitable, in particular dry and lockable rooms in the immediate vicinity of the erection site for storage of the machine parts, materials, tools, etc.;
  - 6.** Suitable lockable and heated rooms, including lighting and washing facilities, for accommodation of the fitters.
- D.** Before the start of the erection work, all the equipment and materials necessary for the start of erection must be on site and all construction and other preliminary work to be carried out by the Client must have been completed to such an extent that erection can be started immediately on arrival of the fitters and can be carried out without interruption. In particular the approaches to and the erection site must have been levelled and cleared at floor level and must be suitable for the delivery of the loads. Any necessary foundations and other masonry work necessary for the erection must have been completed, dried and set according to the drawings and descriptions provided by the erection company, the surrounding walls must have been erected and back-filled, the interior fixtures, wall and ceiling plastering completed, doors and windows installed and any wall openings stipulated by the erection company for the delivery of larger erection parts must have been completed. For deliveries "free erection site" it is assumed that a rail connection is available directly at the erection site. Trans-shipment and additional transport costs due to a lack of such access shall be for the account of the Client.
- E.** All information given by the erection company on the duration of the erection are only approximate. Start and duration shall be postponed by unforeseeable circumstances beyond the control of the erection company. The work will be carried out as quickly as possible. Any Exceeding of the periods indicated, however, shall not entitle the Client to make deductions or to claim damages.
- F.** If the erection or commissioning is delayed for reasons beyond the control of the erection company, the Client shall bear all associated costs, in particular for waiting times and for any further journeys that may be necessary.
- G.** The fitter shall have the working hours and the work performed certified by the Client on a weekly basis; written confirmation shall be issued immediately on completion of the erection.
- H.** The erection company shall be liable – to the exception of all other claims – only for proper erection such that the erection of items not correctly installed may be modified or installed again at the discretion of the erection company. The erection company shall not be liable for the fitters and other aides, insofar as this work is not associated with the erection or insofar as the faults in the work are attributable to the intervention of the Client.

The erection risk shall be borne solely by the Client who shall take out corresponding insurance. The erection company is willing, if necessary, to take out such insurance for the account of the Client. The same shall apply to the risk of damage during the performance of repairs.

Sole venue for disputes arising out of or in conjunction with this contractual relationship shall be the Mannheim head offices.

Erection conditions, applicable from 01.08.2020

gez. Nussbaum