1.0 INSTALLATION CONTRACT

1.1 ORDER ACCEPTANCE

The installation contract is formed upon receipt of the order confirmation printed overhead and is exclusively governed by the following terms and conditions. SSEEPEX expressly objects to any general conditions of the Customer to the extent that they differ from these terms and conditions; they are not part of the contract if expressly accepted in the order confirmation printed overhead or in a separate written statement of SSEEPEX. Our General Conditions of Installation apply only in relation to entrepreneurs, legal entities under public law and special funds under public law according to section 370 BGB (German Civil Code).

The General Conditions of Installation of SSEEPEX shall also apply to all further business with the Customer in the context of an on-going business relationship.

1.2 SUPPORTING MATERIAL

All supporting material, drafts and installation plans and instructions etc., provided by SSEEPEX for either the Customer or a third party authorized by the Customer are subject to copyright and may be used by the Customer or third party only in connection with the contract negotiations or the installation contract. In particular, any reproduction or transmission thereof to any competitors of SSEEPEX is prohibited.

The Customer is obliged to return all supporting material immediately if no installation contract is concluded.

1.3 INSTALLATION TIME / IMPEDIMENTS TO INSTALLATION

The working time charged includes a reasonably necessary amount of time to prepare for the installation. To the extent possible, the personnel performing the installation (installers) will comply with the working hours of the Customer. If an interruption or delay of the installation occurs and SSEEPEX is not responsible for the cause of such interruption or delay any idle time is deemed to be performed working time. The Customer is required to verify the working time of and services rendered by the installers on the form submitted to the Customer on a weekly basis.

In case of an "Installation Outside the Area" (as defined in the Federal Collective Bargaining Agreement covering installations), the time necessary for traveling (including time traveled to and from the workplace) up to 12 hours per calendar day is charged as working time without any surcharges. Waiting time as well as, in the case of an "Installation Outside the Area" the time necessary for finding a room and registration with local authorities (as long as working time is incurred therefor) is charged as working time. In case of an "Installation Outside the Area", the full daily working time, at a minimum of 36 hours per week is charged including whenever installers are hindered from working the full working time, if such hindrance is not due to their own fault.

If the installers are relieved due to a reason for which SSEEPEX is not responsible, the costs incurred thereby are chargeable to the Customer. The foregoing does not limit any other damage claims SSEEPEX may bring.

Time required for recording and documentation are billed at hourly rates.

2.0 INSTALLATION COSTS

2.1 GENERAL SERVICES

The remuneration for general services performed by SSEEPEX (preparation for installation, preparation of plans and instructions, installation supervision, and prenotice for installation insurance and indemnity insurance etc.) is based on special agreements set forth in the appendix herein or the order confirmation printed overhead.

2.2 TRAVELLING EXPENSES

The travelling expenses of the installer (including the cost of transportation and meal services for personal luggage as well as equipment, which is brought with or on behalf of the installer) will be charged to the Customer at the cost actually incurred by SSEEPEX. The travelling expenses include the cost for traveling from the installation site to home during working time, to the extent that reimbursement for such costs is required by any collective bargaining agreement.

In general, a first-class train ticket will be charged for engineers and a second-class train ticket for workers plus any surcharges. In case a vehicle is used for the installation a kilometer allowance in the amount of 0.75 EUR will be charged.

2.3 DAILY ALLOWANCE

The daily allowance for an "Installation Within the Area" (as defined in the Federal Collective Bargaining Agreement covering installations) is calculated as 25% in case of free room and by 50% in case of free board. The daily allowance will be charged by SSEEPEX.

In case of an "Installation Outside the Area" the daily allowance charged per calendar day depends on the maximum permissible taxation limits. The additional chargeable costs for an overnight stay are based either on the hotel bill (without breakfast) or the standard allowance applicable at that time.

If the daily allowance stated above proves to be insufficient for a reasonable living and an appropriate allowance, SSEEPEX may charge reasonable higher rates.

If it is agreed that the Customer undertakes to provide room and board, the daily allowance will be reduced by 25% in case of free room and by 50% in case of free board. The daily allowance will also be charged for the duration of any disability due to sickness or accident.

2.4 REMUNERATION

For each working hour during a work day in a regular work shift of 8 hours per week SSEEPEX charges:

- Engineer 90.-- EUR
- Senior Mechanic 75.-- EUR
- Mechanic 65.-- EUR

Traveling time will be invoiced at 50% and does not count as working time.

The first two hours overtime from Monday to Friday will be charged at 125% and from the third hour 150%. For the first two working hours on Saturdays 125% will be charged and from the third hour 105%. For work performed on Sundays and holidays 105% of the hourly rates will be charged.

Overtime work will be performed to the extent necessary and agreed to.

Overtime work is defined as all working hours which exceed the daily working time of 8 hours from Monday to Friday as well as working time on Saturdays and Sundays.

2.5 DUE DATE

Payment for the installation is due immediately upon receipt of the bill, at the latest five days after the date of the bill. The costs for the installation can be accounted for, at discretion of SSEEPEX either weekly, monthly, or at the end of the installation. Upon the request of SSEEPEX, the Customer is to pay reasonable advances to the installers.

2.6 SET OFF / RIGHT TO RETENTION

If the Customer or any third party against which the claims of SSEEPEX is permitted only if the Customer's claim is undisputed or awarded by a court in a final judgement. If the Customer is a merchant as defined in the German Commercial Code (not including the merchant pursuant to § 4 of the German Commercial Code), the Customer is not entitled to claim a right of retention against the claims of SSEEPEX.

3.0 WARRANTIES / DAMAGES

3.1 NOTICE OF DEFECT

Any defect is to be raised by the Customer in writing immediately after completion of the installation. Obvious defects must be raised in writing at the time they are detected, non-obvious defects must be raised in writing at the latest seven days after they have been detected. If the Customer fails to comply with these terms, then the Customer surrenders his or her warranty rights.

3.2 WARRANTIES / LIABILITIES

If the Customer and timely files a notice of defect, he or she is obliged to grant SSEEPEX the opportunity to rectify the defect. The term for such rectification is at least two weeks for an Installation Within the Area. For an Installation Outside the Area and for dealings with merchants as defined in the German Commercial Code (with the exception of merchants pursuant to § 4 of the German Commercial Code), the term is at least four weeks. The term does not commence before the written notice of defect is received and if the rectification is prevented by reasons for which SSEEPEX is not responsible, the term is extended appropriately.

Damage claims of the Customer based on any legal theory whatsoever exist only if SSEEPEX acted intentionally or in gross negligence. In case of failure to meet a guaranteed quality standard, this exclusion is limited to consequential damages. In any case SSEEPEX and its installation personnel are liable only to the extent it is covered by its indemnity insurance, for personal and property damages up to 15,000,000.-- EUR. The Customer loses all warranty claims, if the Customer, or a third party, alters or repairs the facility installed without the prior written consent of SSEEPEX and before giving SSEEPEX an adequate opportunity to rectify the defect within the terms stated in 3.2 para-1.

4.0 OTHER CONDITIONS

4.1 PLACE OF PERFORMANCE AND JURISDICTION

The legal relationship between the Supplier and the Customer is solely governed by the written installation agreement including these General Conditions of Installation. This agreement reflects all agreements and understandings between the parties regarding the subject of the agreement.

Oral promises by SSEEPEX before the conclusion of this agreement shall not be legally binding and any oral agreements between the contracting parties shall be replaced by this written agreement unless they explicitly stipulate that they shall continue to apply.

All alterations or amendments to this installation agreement must be in writing, at least confirmed in writing.

All alterations or amendments to this agreement and these General Conditions of Installation must be in writing, first test of the signature of any authorized representative (Prokuristen), employees of SSEEPEX are required to conclude oral agreements deviating herefrom.

Legal Form: Limited Liability Company
Commercial Register No.: 9350 Gelsenkirchen
Board of Directors: Ulli Seeberger (Chairman/Owner), Dr. Bernd Groß, Dr. Christian Hansen, Alexander Kuppe