

GENERAL CONDITIONS OF INSTALLATION 09.15

1. INSTALLATION CONTRACT

1.1 ORDER ACCEPTANCE

The installation contract is formed upon receipt of the order confirmation printed overleaf and is exclusively governed by the following terms and conditions. SEEPEx expressly objects to any general conditions of the Customer to the extent that they differ from these terms and conditions; they shall only become an integral part of the contract if expressly accepted in the order confirmation printed overleaf or in a separate written statement of SEEPEx. 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 310 BGB (German Civil Code)

The General Conditions of Installation of SEEPEx shall also apply, if SEEPEx, being aware of any conflicting or deviating conditions of the Customer, delivers goods without reservations.

The General Conditions of Installation shall also apply to all future 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 SEEPEx to 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 SEEPEx 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 SEEPEx 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 travelling (including time travelled 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 (so long as working time is incurred therefore) is charged as working time. In case of an Installation Outside the Area, the full daily working time, at a minimum 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 SEEPEx is not responsible, the costs incurred thereby are chargeable to the Customer. The foregoing does not limit any other damage claims SEEPEx may bring.

Time required for recording and documentation are deemed as work hours.

2. INSTALLATION COSTS

2.1 GENERAL SERVICES

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

2.2 TRAVELLING EXPENSES

The travelling expenses of the Installer (including the cost for transport and the transport insurance for personal luggage as well as equipment, which is brought with or sent by the Installers) will be charged to the Customer at the cost actually incurred by SEEPEx. The travelling expenses include the cost for travelling from the installation site to home during the installation 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 EUR 0,75 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 set forth in the Federal Collective Bargaining Agreement covering installations. 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.

Should the daily allowance stated above prove to be insufficient for a reasonable living and an appropriate allowance, SEEPEx 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 36 hours per week SEEPEx charges:

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

Travelling 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 150%. For work performed on Sundays and holidays 150% 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 the discretion of SEEPEx either weekly, monthly, or at the end of the installation. Upon the request of SEEPEx, the Customer is to pay reasonable advances to the Installers.

2.6 SET OFF / RIGHT TO RETENTION

The set off with a counter-claim against any of the claims of SEEPEx 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 SEEPEx.

3. 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 legitimately and timely files a notice of defect, he or she is obliged to grant SEEPEx 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 SEEPEx is not responsible, the term is extended appropriately.

Damage claims of the Customer based on any legal theory whatsoever, exist only if SEEPEx 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 SEEPEx 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 either by himself or herself or through a third party, alters or repairs the facility installed without the prior written consent of SEEPEx and before giving SEEPEx an adequate opportunity to rectify the defect within the terms stated in 3.2 para 1.

4. OTHER CONDITIONS

4.1 PLACE OF PERFORMANCE AND JURISDICTION

Place of performance and jurisdiction, also in proceedings regarding drafts and cheques, is in all cases the seat of SEEPEx. SEEPEx is also entitled to sue the Customer at his/her seat or the place of its branches.

4.2 MISCELLANEOUS

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 SEEPEx 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. (Except for managing directors or authorised representatives (Prokuristen), employees of SEEPEx are not entitled to conclude oral agreements deviating herefrom.)