



Our work service shall be carried out in accordance with the following terms and conditions. Our DÜRR Terms and Conditions of Supply and Installation 2002 additionally apply.

1. Type of Work:

The work will be carried out under our technical supervision, to which effect we will send one or more specialists or engineers, depending on type of work and availability as defined in the offer.

2. Time of Performance: As per agreement with the responsible project manager

3. Calculation:

Work services shall be carried out by our personnel and invoiced against presentation of substantiating documents at the following hourly and daily allowance rates:

3.1 Hourly rates for work performed

engineer; project manager, specialist;	EUR	140.00
head fitter, supervisor	EUR	120.00
technical fitter, field engineer	EUR	89.50

We charge the following hourly rates for travel time to the installation site, preparation times, and waiting times:

Also the rates indicated above.

3.2 Daily allowance rates:

per calendar day	EUR	40.50
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Daily allowance will not be charged for days on which the site personnel is absent from the installation site due to vacation. In these cases, the actual costs required for keeping the accommodation will be charged. If the daily allowance at the installation site is not sufficient to reasonably cover the cost of living and pocket money, we will be allowed to charge reasonable higher rates.

If our site personnel is unable to undertake normal duties due to sickness or severe accident, payment of the daily allowance shall continue as long as our site personnel is in the country where the installation work is performed. In the event of hospitalization the daily allowance shall be reduced by 70%. If the sickness or accident leads to death, then the purchaser shall bear the costs for repatriation of the deceased.

3.3 Lodging expenses **EUR 117.00**

If the actual costs are higher than this amount, then costs will be invoiced against presentation of substantiating documents. If accommodation and/or meals and snacks are provided by the purchaser, the daily allowance rates must be agreed separately.

3.4 Home visit trips:

The documented costs for home visits of our personnel shall be borne by the purchaser in compliance with the current collective bargaining agreement valid at our company's location.

Currently, home visits for Dürr employees are regulated as follows:

- a) For countries bordering Germany, as well as northern Italy (north of the Po river) and Slovenia: after four weeks
- b) For other European countries, with the exception of CIS and Iceland: after four weeks
- c) Non-European countries: after six weeks

3.5 The rates stated above are based on the collective bargaining agreements valid at our company's location, and on the exchange rates in the country of installation. We reserve the right to adjust compensation rates with the fluctuation of exchange rates.

4. Working Time and Surcharges in Special Cases:

4.1 Upon prior agreement, work carried out under particularly unfavorable conditions (dirt, cold, heat, elevation, etc.) may be compensated by a hardship supplement of 10% of the hourly rate.

5. Place of Assignment:

The place of assignment shall be the place of residence of our personnel.

6. Measuring Instruments, Helpers, Tools, Site Equipment and Hoists:

All tools and helpers required for installation field work, auxiliary equipment, hoists, transport devices, utilities, and lighting shall be provided in due time and free of charge by the purchaser.

If the purchaser is not in a position to provide builder shacks, fork lifts, hoists, etc., we are willing to provide such equipment for a mutually agreed upon fee. The costs for the outgoing and return transport shall be borne by the supplier.

7. Installation Preparation:

7.1 The purchaser must ensure that all preparations have been made to ensure that the planned start of field installation work commences on schedule.

7.2 Before beginning installation field work, the purchaser is responsible for making available all items and equipment which are required on site before site work can begin, and to ensure that all foundations, buildings, and other necessary work have been completed to the extent that installation work can begin immediately upon arrival of the site personnel and can be continued without interruption.

8. Working Time:

8.1 The normal working time of our personnel is 35 hours per week, from Monday to Friday, 7 hours per day.

8.2 Surcharges for overtime hours, Sundays, and holidays are based on the agreed rates under clause 3.1 for



- the first two overtime hours of the day:

25 %

- from the third overtime hour of the day

50 %

for each night working hour between 7:00 p.m. and 6:00 a.m.

30 %

- for night work between 7:00 p.m. and 6:00 a.m. if these hours are overtime hours

50 %

Saturday and Sunday work

50 %

- for holiday work

100 %

December 24th and December 31st, provided these dates do not fall on a Saturday or Sunday, from 12:00 p.m.

50 %

work on paid official holidays, as well as Easter Sunday, Whitsunday, or on Christmas public holidays

150%.

If several instances of surcharges coincide, only the higher rate will be charged in each case; however, for night work on Sundays and official holidays, the extra rate for night work will be charged in addition to the extra rate for Sundays and official holidays.

- 8.3** Traveling times to and from the installation site are calculated according to the rates agreed in No. 3.1, although the aforementioned surcharges are invoiced for journeys outside of normal work hours.

One travel hour shall be invoiced for every 70 km.

9. Travel Costs:

For trips with a motor vehicle
For travel by train:
For travel by plane < 5 hours:
For travel by plane > 5 hours:

EUR 0.85/km.
second class
economy class
business class

For daily commuting between the place of lodging – installation site – place of lodging, transfer costs shall be invoiced at the rates for a rental car or public transportation. If it is not possible to use public transportation, the purchaser shall provide installation personnel with a means of transport, free of charge, from the place of lodging – installation site – place of lodging.

The costs for any excess baggage, baggage transportation, long-distance calls, etc., shall be invoiced against presentation of substantiating documents to the purchaser.



10. 6. Time Sheets and Invoices:

- 10.1** The purchaser shall certify the hours of work performed by our personnel on the daily time sheets intended for this purpose.
- 10.2** Invoices for our services shall be issued based on the time sheets certified by the purchaser. The purchaser shall receive a copy of these time sheets.

11. Special Expenses and Special Regulations:

- 11.1** If a visit by a representative of our management should prove necessary over the course of installation field work for reasons that fall under the responsibility of the purchaser, the costs incurred by us shall also be borne by the purchaser.
- 11.2** If special regulations must be observed, e.g., special safety instructions, no smoking regulations, etc., our site personnel shall be informed immediately upon their arrival at the installation site.

12. Liability:

We shall be liable, irrespective of the legal grounds, only in the event of: intentional damage, culpable infringement of major contractual obligations, gross negligence on the part of the executive bodies or senior executives, culpable injury to life, body or health, defects that we have fraudulently concealed, violation of guarantees relating to the quality and/or durability of goods, liability for personal injury or damage to property to the extent set forth for privately used objects in the product liability law.

This shall apply in particular in the event of damage caused by the infringement of obligations during contract negotiations or damage not occurring on the goods themselves delivered by us.

13. Pricing for the Delivery of Goods:

According to Incoterms 2010-

14. Price Validity:

The above quoted prices shall be valid for 3 months.

15. Conditions of Payment:

Payment of our invoices shall be made immediately upon receipt of invoice, net payment in each case.

16. Choice of Law/Place of Jurisdiction

This agreement is subject to German law. Place of jurisdiction is Stuttgart, Germany.