

GENERAL INSTALLATION TERMS

Version 05/2015

1. Services

Unpacking and moving the delivered goods to their intended point of use within the client's manufacturing facility where transport and lifting equipment is provided by the client at no cost.

Our personnel will support the client in the assembly process with respect to an assembly that conforms to the drawings. The assembly process is, however, the client's sole responsibility.

Installation of the electronics and wiring from the power source.

Test run.

Instruction of the client's operating personnel in the operation of the delivered equipment.

Clean-up work is not included.

2. Hourly Rates and Miscellaneous Costs

Installation specialist's travel expenses:

- Travel time(to and from the client's facilities) € 45.00 / hr.
- Mileage rate € 0.59 / km
- Rail fare, if used = based on the value of the valid ticket
- Air travel expenses, if required = based on the value of the valid ticket

Standard working day (6:00 A.M. – 5:00 P.M.) or time spent waiting:

- for installers (mechanics) € 58.00 / hr.
- for senior installers/electricians € 62.00 / hr.
- for programmers € 85.00 / hr.

Additional costs to be added to any arising costs:

- Overtime penalty rate (5:00 P.M. – 9:00 P.M.) +25%
- Overtime penalty rate (9:00 P.M. – 6:00 A.M.) +50%
- Saturday penalty rate +50%
- Sunday penalty rate +100%

Costs for food, lodging, etc.

- Expenses, domestic € 34.00 / day
- Expenses, foreign = according to the highest permissible rates for food/lodging expenses
- Hotel costs = reimbursement based on presented invoice
- Costs for rental vehicle, telephone charges, miscellaneous expenses = reimbursement based on actual expenses

Additional personnel made available by the client remains the responsibility of the client.

Telephone support after expiration of the warranty period:

- Hotline € 1.00 / min

3. Support of Our Personnel Provided by the Client

The Service personnel of Framatech GmbH is only responsible for work to be performed on the delivered equipment.

All other additional work performed on materials or equipment not supplied by Framatech GmbH remain the sole responsibility of the client.

Upon request, any technical aids required to set up the equipment shall be made available to our personnel at no charge.

Energy supplies such as power, compressed air and vacuum, heating, and light are to be made available by the client at no charge.

It is the client's responsibility to ensure that test materials are available on time and in sufficient quantity. The client shall provide this test material at no charge.

The client shall ensure an ambient working temperature within the range of +5°C and +35°C, otherwise Framatech GmbH will add 20% surcharge on the valid rate.

In emergency situations necessitating contact with the home office, our personnel shall be permitted to use the client's telephone and/or fax at no charge.

For assembly performed outside the Federal Republic of Germany, the client shall ensure that all requirements on the part of local, state, and/or federal authorities pertaining to our personnel have been met. Should this not be possible, the client shall inform our personnel as to the requirements they themselves must meet, and will assist them in doing so. In particular, this applies to work permits, registration and de-registration, and any formalities associated with entering and leaving the country.

The client shall assist our personnel in obtaining any certificates required in order for them to have full freedom of movement within the country, and to permit them to return to their homeland at any time and with all their possessions. In addition, the client will assist our personnel in carrying home with them any sums of money resulting from possible savings in expenses. Any social services existing at the installation site or introduced during the installation period, as well as any special discounts that may exist shall be made available to our personnel in the same manner and to the same extent as provided for other foreign workers employed at the installation site.

In order to avoid misunderstandings and communication problems, the client shall, at his own expense, provide interpreters.

4. Acceptance

Where formal acceptance of the equipment has been contractually agreed upon, our personnel shall inform the client of the equipment's readiness for acceptance. Acceptance shall take place within 3 days of notification of the equipment's readiness.

Should acceptance fail to take place during this time for reasons for which we cannot be held responsible, the equipment shall be considered to have been accepted at the conclusion of the 3rd working day after notification of the equipment's readiness.

In all cases, acceptance will be considered to have taken place if the equipment is taken into service without our consent.

The client shall perform any work necessary to establish the conditions for acceptance. With the exception of our personnel expenses, the client is responsible for all costs involved with the acceptance.

The client may not refuse acceptance on the basis of insignificant problems.

5. Liability, Duration of the Installation Work

The client is responsible for the safety of the workplace, in particular for the adherence to any and all existing safety and accident prevention regulations.

Neither we nor our personnel assume any liability for personal injuries or property damages resulting during or from the installation. The client shall release ourselves and our personnel from any such claims.

Our responsibility is limited to selecting our personnel with the same care as is the case in our own matters. Should it subsequently be evident that said care has not been taken, our liability is limited to the level of the hourly or daily rates received by the individual in question, said liability excluding all other claims.

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We assume that the client has taken out adequate installation insurance in which subsequent claims against ourselves and our personnel are prohibited. We consider as being adequate, an insurance policy that covers all damages during the installation and commissioning that may result from assembly, shop, construction, drawing, and material faults, and that covers the installation object, the equipment and tools required for the installation, foreign property, and the personal property of the installation personnel.

Any information provided by ourselves regarding the duration of the installation work is to be viewed merely as an estimate because the installation work will be carried out by the client. In addition, unforeseen circumstances can also influence the installation time. Exceeding any specified deadlines does not give the client the right to raise any claims against ourselves. Our work is considered to have been completed when the personnel dispatched to the installation site is again available for work at their home office.

The client is responsible for the structure, function, and safety of additions or changes, alterations, or repairs to equipment, machines, or units not supplied by Framatech GmbH.

6. Injury / Illness

In case of illness or injury, the client is obligated to provide immediate medical attention or, if necessary transfer to a reputable hospital. If, as a result of serious illness or death, a return to the native country is required, all necessary procedures involved herewith shall be performed by the client. Any expenses arising in conjunction with a possible replacement are borne by the client.

7. Lodging

The client shall assist ourselves or our personnel in obtaining lodgings in the vicinity of the installation site.

8. Jurisdiction

Jurisdiction for all disputes arising from, or in connection with, the contractual relationship is Gunzenhausen. We do, however, reserve the right to initiate actions in the client's native land. German Law is applicable.

9. Taxes / Insurance

We shall assume all taxes, fees, payments, and contributions with respect to social security due for ourselves and our personnel in the Federal Republic of Germany (incl. accident insurance for our personnel).

All claims with respect to taxes, fees, contributions, or for social security and accident insurance due for ourselves or our personnel in the guest nation are the responsibility of the client.

Our prices do not include sales tax (value-added tax). The legal sales tax (value-added tax) shall be calculated on the basis of the applicable rates in the country in which the work is performed, and will be added to the prices.