

General Installation Conditions

(Position as per: January 2010)

1. General, Scope of Application

- 1.1 These General Installation Conditions of Hennecke GmbH apply to the dispatch of installation personnel to entrepreneurs ("*Unternehmer*") (Paragraph 14 German Civil Code (BGB)), public-sector legal entities or special bodies or funds under public law (hereinafter referred to as: "Customer").
- 1.2 Any contradictory or supplementary general conditions of business of the Customer shall become an integral part of the contract only if and to the extent that we have expressly consented to the application thereof.

2. Working Time

- 2.1 The regular working hours are deemed to be 7 hours per day (Mondays - Fridays). For any time in excess thereof surcharges shall be charged in accordance with our current price list.
- 2.2 Travel time shall be charged as working time. The time following departure from our premises until arrival at the accommodation or the installation site and vice versa shall be deemed to be travel time. When long-distance installations are undertaken this also includes the time needed to look for a room and for any official registrations and notices of departure. If, when long-distance installations are undertaken, the accommodation is not close to the place of installation the time it takes to travel between the accommodation and the place of installation shall also be deemed to be travel time provided the time for travelling there and back together exceeds one hour each day. The shortest distance using the cheapest means of public transport shall be decisive for calculating the travel time even if the installation personnel use their own vehicle(s). If it is agreed that a non-public means of transport shall be used in return for a corresponding charge or if the Customer provides a vehicle, the actual journey times will be taken into account.
- 2.3 If preparations in our factory are required for the installation (e.g. the production of parts not included in the scope of delivery etc.) said preparations shall be charged in the same way as travel time.

3. Time of Performance, Acceptance

- 3.1 The installation dates stated by us are not binding unless we have expressly agreed binding dates with the Customer.
- 3.2 If we are late with a delivery or service or if a delivery or service becomes impossible for us, irrespective of the reason, our liability for damages shall be limited in accordance with Clause 9 of these General Installation Conditions.
- 3.3 If the Customer is under a duty to accept performance, said acceptance must be effected promptly with effect from the acceptance date, alternatively within one week following our notice of readiness for acceptance. The Customer cannot refuse to declare acceptance if there is a defect which is only minor.

4. Prices and Payment

- 4.1 Our staff are instructed to keep records of the installation hours and to present said records to the Customer each week for checking and acknowledgement. The signed records shall be decisive for calculating the charge.
- 4.2 For work performed on 1 May, Easter Sunday, the Whitsunday, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day the surcharges in the installation offer for Sundays and public holidays shall be increased by 50%.

- 4.3 Per diem allowances are payable for each day of absence, including for Saturdays, Sundays and public holidays when no work is performed. If a member of the installation personnel becomes unable to work during the installation the per diem allowance shall continue to be charged. If a doctor declares that he is fit for transportation, the Customer shall be entitled to demand that he return home immediately. The per diem allowances shall be reduced to 25 % for the duration of any stay in hospital.
- 4.4 The Customer shall bear the costs of the installation personnel's accommodation at the place of deployment.
- 4.5 When the place of installation is up to 1,200 km away from our registered office (seat) the installation personnel shall have the right to have a trip home paid for every 4 weeks; if the place of installation is more than 1,200 km away they shall have the right to a trip home every 8 weeks. Furthermore, our installation personnel have the right to a trip home in the event of marriage, the wife giving birth to a child or the death of a close relative. The transport costs incurred in each case shall be borne by the Customer. The same rates shall apply for calculating the fare, the per diem allowances and the travel time as for the other travel days.
- 4.6 The prices have been calculated according to the price list for installation work applicable today. Installation work undertaken later than 4 months after conclusion of the Agreement shall be billed in accordance with our respectively applicable list price.
- 4.7 The installation costs shall be billed following completion of the installation or - if the installation takes a considerable time - at specified regular intervals.
- 4.8 Payment shall be due without any deductions upon delivery or upon acceptance of performance ("*Abnahme*"), whichever is applicable. The Customer shall automatically be in default 14 calendar days following delivery and the issue of the invoice. Payment shall only be deemed to have been effected on the date of receipt thereof by us. Cheques shall be deemed to be payment only once they have been honoured. In the event that the Customer is in arrears of payment and we are not responsible for said arrears, we shall, without prejudice to any other claims for compensation, be entitled to defer our own contractual obligations until the overdue payments have been effected.
- 4.9 The Customer shall not be entitled to set off claims or to withhold payments on the basis of any counterclaims that it may have unless such counterclaims are undisputed or have been confirmed by a competent court.

5. Spare Parts

- 5.1 These General Conditions shall - to the extent they can be applied analogously - also apply to the fitting of spare parts, wearing parts and other parts fitted by us in connection with carrying out the installation work. This shall particularly apply to Clauses 9 (Damages) and 10 (Warranty).
- 5.2 Unless otherwise agreed, we shall charge for spare parts and wearing parts fitted in the course of the installation in accordance with our price list as applicable from time to time.
- 5.3 We shall retain title to spare parts fitted by us until all of our claims arising out of the entire business relationship with the Customer have been satisfied in full (extended reservation of title ("*erweiterter Eigentumsvorbehalt*")).

6. The Installation Personnel's Tasks

- 6.1 The installation personnel may only handle those tasks that have been agreed between us and the Customer beforehand. The assignment of any other tasks shall require our consent. In urgent cases, particularly in the event of any malfunction, the Customer can call in the installation personnel after having first obtained our consent, also for overtime as well as for work on Sundays and public holidays to the extent permitted by statute and by any collective bargaining agreement.
- 6.2 The installation personnel are not entitled to give any legally binding declarations whatsoever.

7. The Customer's Cooperation

- 7.1 The Customer is obliged to ensure that the workplace is safe and that existing safety regulations are complied with and that the working conditions are reasonable.
- 7.2 The Customer is obliged to provide assistance at its cost and risk, in particular to:
- Provide the required suitable assisting personnel in the numbers required for the installation and for the time needed. The assisting personnel must follow the directions given by the person in charge of the installation. We do not accept any liability for the assisting personnel.
 - Undertake all excavation, construction, scaffolding and plumbing and other installation work.
 - Provide the necessary apparatus and heavy equipment, e.g. hoisting gear etc. as well as the necessary consumables and materials.
 - Provide lighting, heating as well as water, compressed air and electric power including the requisite connections to the points indicated in our drawings.
 - Provide the necessary dry and lockable rooms for keeping the installation personnel's tools.
 - Transport the installation parts to the place of installation, protect the place of installation and installation materials against harmful influences of any kind.
 - Provide suitable theft-proof work rooms with facilities for washing and sanitary facilities as well as first aid for the installation personnel.
- 7.3 The Customer's technical assistance must guarantee that the installation can be begun immediately after the installation personnel has arrived and can be undertaken without delay until acceptance by the Customer.

8. Remote Maintenance

Insofar as we load software by way of remote maintenance without being personally present on site to setup said software, the Customer must take all reasonable measures in the course of setup and in the commissioning phase in order to minimise any damage due to any malfunctions in the software as far as possible. This also includes conducting function tests on the equipment affected by the remote maintenance before commissioning it, increased observation of the functional parameters in the initial period and ensuring that it is possible to immediately shutdown the equipment if any malfunction occurs.

9. Damages

- 9.1 We shall be liable in accordance with the statutory provisions for any breach by us for which we are responsible of material contractual obligations, i.e. contractual obligations, the performance of which characterize the contract and which are necessary for its proper implementation. We shall be liable for any other breaches of duty only if damage has been caused intentionally or grossly negligently by our statutory representatives or by a senior vicarious agent.
- 9.2 In the absence of intentional conduct, we shall be liable only for reasonably foreseeable damage that typically occurs.

- 9.3 The foregoing shall neither affect our liability under the German Product Liability Act ("*Produkthaftungsgesetz*"), nor our liability for culpable ("*schuldhaft*") injury to life, body or health. If we have assumed a guarantee we shall be liable in accordance with the statutory provisions.
- 9.4 Unless otherwise provided above, claims against us for damages arising out of a breach of duty are excluded.
- 9.5 Any claims for damages under Clauses 9 to 9.2 above shall be time-barred within the statutory periods.

10. Warranty

- 10.1 If any of the services provided by us proves to be defective, we shall be under a duty to remedy the defects by, at our option, either rectifying the defect or by making a replacement delivery.
- 10.2 We shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. The Customer shall, however, be entitled to withhold such part of the purchase price as is reasonable in proportion to the defect.
- 10.3 If the supplementary performance fails, the Customer shall be entitled to a reduction of the purchase price or to rescind the contract. There shall be no entitlement to rescind the contract if the defect is negligible. In addition the Customer can demand damages in accordance with Clause 9. Any other warranty claims are excluded.
- 10.4 Save in the case of malice ("*Arglist*"), in the case of Paragraph 438(1) no. 2 and Paragraph 634a (1) no. 2 German Civil Code (BGB) and save as provided in Clause 9.5, the limitation period for warranty claims shall be 12 months calculated as of when the service was rendered or, if acceptance is necessary, as of acceptance.

11. Installation Equipment

Installation and commissioning equipment shall be delivered and returned at the Customer's cost.

12. Information and Technical Advice

Our information and recommendations are not binding and are made excluding all liability unless we have undertaken expressly and in writing to give information and recommendations. The Customer must investigate in his own series of tests whether a product is also suitable for the Customer's particular applications. The details and information we provide also do not constitute any promise as to the quality of our products and services.

13. Choice of Law, Place of Jurisdiction, Place of Performance

- 13.1 The place of performance for the services is the place of installation stated. The place of performance for payment is Birlinghoven.
- 13.2 German law shall apply; application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 13.3 It is agreed that the place of jurisdiction shall be Cologne. In addition, we shall be entitled to assert our claims at the Customer's place of general jurisdiction.
- 13.4 Even if individual provisions are void all of the remainder of the provisions of contracts concluded in accordance with these General Installation Conditions shall remain binding on the Customer.