



General Conditions for Service Calls

1 General

- 1.1 The General Conditions for Service Calls apply to installation, commissioning, inspection and service works on systems in Germany and abroad, carried out by the service staff of Kühme Armaturen GmbH (hereinafter referred to as the contractor) and supplement the general terms and conditions.
- 1.2 These General Conditions for Service Calls apply, in their current version, to all current and future orders by German and foreign clients.
- 1.3 Any deviations, additional agreements or subsequent changes are only binding after written confirmation by the contractor.
- 1.4 Calling out the contractor's staff counts as acceptance of these General Conditions for Service Calls. These also apply if the contractor performs the installation, commissioning and/or service order without reservation in awareness of contrary or deviating conditions of the client.
- 1.5 Any conditions of the client are only binding after express written approval by the contractor. The same applies to the client's general terms and conditions.
- 1.6 The contractor's general terms and conditions are not affected by the General Conditions for Service Calls.

2 Offer and conclusion of contract

- 2.1 Offers by the contractor are subject to change. A contract is only concluded when the contractor confirms the order or other assignment in writing or commences performance of the contract, in particular by deploying staff.

3 Performance

- 3.1 The contractor is entitled to select the service staff at his own discretion according to suitability and availability.
- 3.2 The decision on the number of staff required for the works planned depending on the scope of the order, inspection time available and situation in the plant, is the responsibility of the contractor.
- 3.3 The contractor reserves the right to carry out a free inspection of the plant in which the installation, commissioning, inspection and service works are to be carried out, prior to commencement of the works with a responsible contact partner of the client or with the system operator.

4 Occupational health and safety

- 4.1 The contractor is certified according to the SCCP rules and only employs correspondingly certified staff.
- 4.2 The client is to ensure, if necessary after consultation with the person responsible for the plant, that for all works, at least one other person is always within reach and within sight to back up the contractor's staff.
- 4.3 The contractor's staffs are to be granted free and safe access to the work site. If necessary, the work site is to be scaffolded for the contractor free of charge.
- 4.4 The release of components required for the order is the responsibility of the person responsible for the plant (shift supervisor, block master or plant manager).
- 4.5 Works that require release may only be commenced when the contractor's staff have received at least one copy of the fully completed release note signed by the person responsible for the plant (shift supervisor, block master or plant manager) prior to start of the works.

- 4.6 Under all circumstances which are contrary to the SCCP rules, the contractor's staffs are required to cease work. The works may only be carried out after the defects have been remedied. Any costs resulting from the ensuing waiting times are to be borne by the client.

5 Settlement

- 5.1 Working time
 - 5.1.1 In so far as this is not agreed otherwise prior to commencement of the works, the works are charged on a time and material basis according to our rates valid at the time of the service.
 - 5.1.2 Work or plant-related instruction is part of the work order to be carried out and is therefore invoiced as working time.
 - 5.1.3 The rates shown are based on a 37.5 hour week, distributed across five working days as follows:
Monday to Friday – 7.5 hours each
For additional overtime hours, work at weekends and on public holidays, the extra charges specified in the document "Rates for service calls" are charged.
- 5.2 Travel costs
 - 5.2.1 In so far as this is not agreed otherwise prior to commencement of the works, the travel costs are invoiced on a time and expenditure basis according to our rates valid at the time of the service.
 - 5.2.2 When using public transport, 2nd class fares are charged.
 - 5.2.3 Flights within Europe are charged economy class. Longer flights, with a destination outside Europe, are charged business class.
 - 5.2.4 For the transport between the accommodation and the building site, when abroad, at the client's expense, the contractor's staff may employ a taxi company for the transport or use a hire car.
 - 5.2.5 The client bears the costs for the return transportation of the tools and the luggage.
 - 5.2.6 For distances of up to 100 km from the company headquarters, we charge for a daily journey home. For distances of over 100 km from the company headquarters we charge for a journey home after one week's employment.
 - 5.2.7 Expenses for letters, faxes, long distance calls and Internet use are invoiced to the client on an expenditure basis if required. The same applies to official and medical certificates, to the extent that these are required for the work.
- 5.3 Costs for tools and equipment
 - 5.3.1 The provision of the tools normally required is included in the settlement rates.
 - 5.3.2 For the provision of welding equipment or other special machinery special arrangements are required.
 - 5.3.3 Set-up and lifting equipment, electricity, compressed air, oxygen and gas as well as heating and lockable rooms for accommodation are to be provided to the contractor's staff free of charge.
- 5.4 Spare/wearing parts and consumables
 - 5.4.1 In so far as this is not agreed otherwise, spare and wearing parts and consumables are charged on an expenditure basis.
 - 5.4.2 The renewal of mechanical components that do not constitute spare and wearing parts can only be decided after disassembly and examination.
 - 5.4.3 The prices for spare and wearing parts and consumables are net prices and apply ex works in Bochum, excluding packaging costs.
 - 5.4.4 The delivery and the packaging of the spare and wearing parts for the installation, commissioning, inspection and service works in Germany and the rest of Europe are organised by the contractor. The resulting costs are charged to the client along with the final invoice. If the client wishes to carry out the transport of the spare and wearing parts himself, notification is to be given in good time,



however, at least four working days before commencement of the works.

- 5.4.5 The delivery and the packaging of the spare and wearing parts for the installation, commissioning, inspection and service works outside of the European Union are organised following consultation with or by the client.

Any costs incurred by the contractor are to be charged to the client along with the final invoice.

6 Delays

- 6.1 If the works to be carried out by the contractor's staff are delayed through no fault of their own, the client is to bear the costs for the waiting time and further necessary journeys by the staff.
- 6.2 If, due to circumstances for which they are not responsible, the contractor's staff are only able to carry out works at the building site slowly, or at times not at all, the contractor has the right to withdraw the staff from the building site until smooth processing of the works is secured on the part of the client. The additional travel costs and costs for any waiting times are to be borne by the client.

7 Certification and acceptance of works

- 7.1 The orderer is to certify the work, journey and waiting times, the mileage on arrival and departure with the service truck and any consumption of spare parts for the contractor's staff on the contractor's respective forms.
- 7.2 The contractor's staffs are entitled to subsequently add the journey times and, in case of arrival and departure with the service truck, the mileage of the return journey from the building site to their place of residence or the company premises.
- 7.3 If the client refuses certification or if it is not possible for the contractor's staff to receive the certification, the contractor is entitled, but not obliged to base the invoice on forms filled out by the contractor's staff.
- 7.4 If the contractor's staff have completed the works, the client is to accept the works as far as is possible and certify the acceptance on the contractor's form provided for this purpose.
- 7.5 Notwithstanding paragraph 7.4, in as far as acceptance is required, the acceptance is deemed to have taken place if
- the works by the contractor's staff are concluded,
 - the client has been informed of the completion of the works by the contractor's staff and requested to carry out acceptance,
 - twelve working days have passed since performance or the client or plant operator has taken the valves on which the works were carried out into operation, and six working days have passed, and
 - the client fails to carry out acceptance within this time for a reason other than a defect caused by the contractor's staff which makes the use of the valve impossible or considerably impaired.
- 7.6 If further presence of the contractor's staff is requested for the acceptance, the ensuing costs are to be charged to the client.

8 Remuneration and settlement

- 8.1 Agreed payments are net of any sales tax, which the client has to pay additionally at the respective legally valid rate. Unless otherwise specified, payment information relates to the European currency (Euro). No deductions are permitted without special written agreement.
- 8.2 Any discounts granted lapse in case of default of payment by the client, the opening of insolvency proceedings on the contractual partner's assets or rejection of the application due to a lack of assets.
- 8.3 If at the beginning of the work or during the deployment period, a change in the general level of wages, social security or working

time occurs, we are entitled to charge our amended settlement rates.

- 8.4 Invoices are payable within thirty days of the invoice date.
- 8.5 In case of longer works and works that extend beyond the end of a month, the contractor reserves the right to interim settlement.

Valid: January 2013