

General Conditions for Installation and Initial Start-Up Services of HIGHVOLT Prüftechnik Dresden GmbH

I. Scope

The following conditions apply to installation and installation-related services with or without supply by HIGHVOLT Prüftechnik Dresden GmbH or third parties commissioned by that firm, in both cases hereinafter called "Contractor".

II. Extent and Execution of Work; Competences and Responsibilities

1. The Contractor must observe the accident prevention regulations of the Liability Insurance Association for Precision Mechanics and Electrical Engineering with regard to work to be performed.
The Customer must make the Contractor's installation manager/representative aware of any additional accident prevention regulations in a timely manner. The installation manager/representative must make sure his own personnel and additional personnel supplied to him observe all accident prevention regulations cited above. Furthermore, the Customer must take all measures required by law or contract for the prevention of accidents.
2. The Contractor shall not assume responsibility for the work safety of additional, third party personnel insofar as there is no instance of gross negligence on the part of the Contractor or his employees.
3. The Customer shall be liable for any violations of legal regulations.
4. The duration of the normal working hours shall be based on the legal and collective wage agreement-related regulations valid for the Contractor (Appendix 1). The installation personnel shall conform - as far as possible - to the working hour rules valid for the Customer.
If deviations to normal working hours are required or desired by the Customer, the Customer shall be involved in acquiring a permit from government authorities.
5. Request for personnel is to be made as early as possible (at least 2-3 weeks before work is to begin), so that the desired dates may be observed.
6. In the event of interruptions to the work which are not the responsibility of the Contractor, any costs resulting from such interruption shall be borne by the Customer.
7. The Contractor may decline to perform any work requested by the Customer about which the Contractor has serious reservations (e.g. with regard to work safety regulations).
8. In the case of the installation of items and materials supplied by the Customer, the Contractor shall not be liable for their quality and suitability.
9. If the Contractor has reservations with regard to the quality and suitability of said items and materials, he must inform the Customer immediately. If the Customer fails to take such reservations into account, the Contractor may refuse to perform the corresponding work.
10. The Customer shall bear the risk of accidental loss or deterioration of items and materials supplied by the Customer.
11. The Contractor shall not be liable for faulty work performed by personnel supplied by the Customer if the Contractor can prove that he neither provided faulty instructions nor violated his duty of supervision.
12. Insofar as the extent of the installation work is not stipulated in advance, the Customer shall notify the Contractor, if possible, at least eight calendar days before installation work is to be ended.

13. After installation work has ended, the Contractor must leave the installation site and the rooms and areas used by him in an orderly fashion.

14. The personnel of the Contractor do not have the right to make promises binding to the Contractor, or to submit further liability recognition; these require the written validation of the Contractor.

III. Valid Conditions of Business

These "General Conditions for Installation and Initial Start-Up Services" in its currently valid form, as well as the "General Conditions for the Supply of Products and Services of HIGHVOLT Prüftechnik Dresden GmbH" shall apply exclusively to all products and services.

IV. Settlement and Payment

1. Insofar as settlement in the form of a lump sum or according to over measure has not been stipulated in writing, an individual invoice shall be drawn up according to time and expenditure.

In such a case, the following shall be invoiced in addition:

- a) the materials used
- b) payment for the supply of special tools, measuring and testing devices in accordance with the Contractor's rates
- c) any necessary safety checks made by the installation personnel on site, according to time and expenditure
- d) ancillary costs, such as travel costs (arrival and departure), airline costs, accommodation costs, rental car
- e) charges, taxes, customs duties, permissions (e.g. licenses, export licenses, etc.)

2. The following general conditions apply for all forms of settlement:

- a) Unless otherwise agreed in writing, initial start-up and test operation shall be invoiced separately according to time and expenditure.
- b) If, for reasons beyond the control of the Contractor, the normal working hours for his installation personnel in accordance with II.4 cannot be achieved, the Customer shall bear the costs of lost time and any additional necessary travel to a reasonable extent.
- c) If the Contractor performs work upon the request of the Customer that is not part of the contract, such work shall be charged according to the standard rates of the Contractor.
- d) If, for reasons beyond the control of the Contractor, the Contractor must perform work at times or under conditions which deviate from those stipulated in the contract which would cause additional expenditure, the Customer must pay the corresponding additional charges if he has been informed by the Contractor in a timely manner about the deviations in working conditions.
- e) Sales tax shall be charged in accordance with written regulations at the currently valid rate.
- f) Payments of the Customer to the installation personnel do not free the Customer of his debts to the Contractor. Any exceptions must be in the form of a written agreement.
- g) Bilateral acquisitions of materials at the construction site are to be validated by receipts that are signed by the installation manager/representative and/or the Customer or his respective responsible employee.
The same shall apply correspondingly to service and work provided.
- h) Our invoices are payable up to 30 days after the invoice date without any deductions, unless otherwise agreed.