

SERVICE- AND ERECTION CONDITIONS

For service and erection by our staff, we charge the following fees:

Working and travel time during normal working hours:

Monday to Thursday	7.00 a.m 3.45 p.m.
Friday	7.00 a.m 2.30 p.m.
-Mechanical or electrical service technician -Chief service technician -Technician for start-up and commissioning -Start-up- and commissioning engineer -Process expert / specialist	EUR 65,00 / hour EUR 70,00 / hour EUR 78,00 / hour EUR 90,00 / hour EUR 105,00 / hour

Additional fee for overtime (overtime premium):

For the 1 st and 2 nd overtime hour per day from Monday – Friday	25 % add. fee
From 3 rd overtime hour per day	50 % add. fee
Working on Saturday and Sunday	50 % add. fee
Working on German national holidays	100 % add. fee

For <u>travel time</u> from Monday to Friday standard fees will be charged (no additional fees). Travel time on Saturday, Sunday or national German holidays above mentioned additional fees are applicable.

If no work is done due to a <u>local national or other holiday</u> customarily celebrated by the plant or at the assembly location, the holiday remuneration shall be calculated at those rates for the number of hours that the service technician would have worked if this had been a working day.

The calculation is based on the normal weekly working hours (actually: 39 hours / 5 days per week).

Additional fee for <u>extremely heavy or dangerous working conditions</u>: there will be an additional fee of 10-20% per hour.

Allowance for working/travelling time

Per person and day

EUR 57,00 / day

Hotel fee per person and day will be charged according to receipts.

- continued on page 2 -



SERVICE- AND ERECTION CONDITIONS

- Page 2 -

Km-costs

For using our service car

EUR 0,78 / km

Necessary flight- or train-tickets, car-rental (etc.) will be charged directly according to receipts.

Other conditions for service and erection orders

- We are responsible for the work of our staff. Insurance will be paid by us. In case of damages caused by staff, which is not employed by us, we do not have any liability. Damages on tools and other property of Rohde caused by client staff, has to be replaced by client.
- 2) If contrary to expectations refinishing operations are necessary after erection of the plant, we have to be informed directly so that the necessary additional work can be carried out by Rohde. Any claims for damages or indemnity are explicitly excluded.
- 3) All calculations on length of the working period are estimates. We try to do the work as fast as possible. If the work time exceeds the formally fixed time, no claims for indemnity or deductions can be accepted.
- The client has to sign the working sheets of our staff.
- 5) The court of jurisdiction for all disputes arising directly or indirectly from a contract is Hanau / Germany. German law is applicable.
- 6) Bills have to be paid directly net cash without any deductions.
- 7) Valid from: January 2013, Earlier service- and erection conditions become invalid with the release of these conditions.