

Installation Terms and Conditions of the ROTACON GmbH, hereinafter referred as ROTACON

The following installation terms and conditions apply when ROTACON provides the installation and other related installation services of the purchased item only or in addition to delivery and repair of said item.

§ 1 Requirements and preparations for Installation

1. The Customer must take care of all requirements and preparations by the agreed delivery time, even those not definitively named in the order confirmation, so that installation can proceed properly and smoothly. In particular, Customer is responsible for making sure the item is installed in the correct location and for securing any required permits. Customer is obligated to reimburse ROTACON for any costs arising from circumstances, for which ROTACON is not responsible, in which ROTACON cannot begin immediately or complete the installation upon arrival at the scheduled appointment. If parts of the delivery/item required for installation arrive in damaged and/or incomplete condition, then the Customer must inform ROTACON of this faulty delivery at the latest one workday after its arrival so that a remedy can be arranged before installation personnel arrive. Should the Customer culpably fail to make such notification, even in cases of simple negligence, then Customer will be billed separately by ROTACON for any additional costs, including installation and personnel, which result here from.

2. Customer must store the delivery/purchased item in a location that is dry and protected from the effects of weather and damage by third parties.

3. Depending on the size of the delivery, ROTACON will send one or more specialist installers. ROTACON determines the number of installers needed and the Customer must accept this provision. Before work begins, Customer must designate one of its own employees to be responsible for collaborating with the ROTACON's installation manager. After consultation with ROTACON's installation manager, this person must provide adequate support personnel for installation without either party charging the other.

4. ROTACON will supply the conventional trade tools. Customer is responsible for supplying any additional specialized tools and materials necessary for the installation.

5. The Customer must ensure that the installation can take place as scheduled at the agreed date and time, in particular ensuring that all necessary preparations have been completed. The Customer must inform ROTACON in writing 7 days prior to the

scheduled appointment whether the installation will be able to begin as scheduled.

6. Customer must inform ROTACON's installation personnel of any existing safety provisions relating to welding work, no-smoking rules, safety clothing, etc. Should the Customer negligently fail to meet this obligation immediately and damages arise as a result, then the Customer releases ROTACON from all liability for compensation as well as all liability claims. For damages arising from the installation, ROTACON shall only be liable if these damages relate to gross negligence on the part of ROTACON's installers, otherwise the Customer assumes all responsibility.

7. The Customer must provide electricity for tools and lighting where appropriate. ROTACON will inform the Customer ahead of time if a lockable room is needed for installers to keep their tools, and the Customer must provide a room for such purpose.

§ 2 Hourly Wage Work

1. If an installation is not carried out on a flat-rate basis, but according to the amount of work, the installation work shall be invoiced according to an hourly rate, plus any travel costs, freight charges, cost of provision of tools, etc. The current valid installation guiding price lists shall apply. Basic working time is 7 hours without breaks. Travel to and from the location will be calculated at a rate of 80km/hour.

2. Billing and payment shall be made after receipt of invoice according to § 3 of the Delivery Terms and Conditions.

3. Time spent traveling to and from the location, preparing for work, and finishing work for acceptance and return of all order documents, tools and equipment to the Service-Center shall be considered work time. Likewise time spent arranging accommodations and handling official and other administrative matters at the installation location is considered work time.

4. Overtime Pay:

- For the first two days of overtime from Monday through Friday, 25% premium
- Additional overtime hours per day or night (8:00pm to 6:00am), 50% premium
- Work hours on Saturdays, 50% premium
- Work hours on Sundays as well as December 24 and 31 after 2:00pm, 70% premium
- Work hours on working public holidays as well as December 24 and 31 after 8:00pm, 100% premium
- Work hours on non-working public holidays, 150% premium

5. Special premiums over the normal hourly rate:

- Work under difficult conditions due to heat, gas, acid, sludge, dirt, dust, cold, noise, 5% premium
- Work underground (mining) or on board, 5% premium

- Work on sludge mixers, with sludge-filled digester, 25% premium
- Work in a digester previously in operation, 50% premium
- 6. Work in the control area of nuclear facilities:
 - Without special protective clothing, 10% premium
 - Protective suit made of fabric with hood as well as overshoes and gloves made of plastic or rubber as well as breathing mask with air intake through breathing tube, 15% premium
 - Protective suit made of fabric with hood as well as overshoes and gloves made of plastic or rubber as well as breathing mask with filter, 20% premium
 - Protective suit made of fabric with hood as well as overshoes and gloves made of plastic or rubber as well as portable breathing device (self contained breathing apparatus) or protective suit made of fabric and additional plastic suit with hood, overshoes and gloves made of plastic or rubber as well as breathing mask with air intake through breathing tube, 25% premium
 - Protective suit made of fabric and additional plastic suit with hood, overshoes and gloves made of plastic or rubber as well as breathing mask with filter, or protective suit made of fabric and additional plastic suit with hood, overshoes and gloves made of plastic or rubber as well as self contained breathing apparatus, 30% premium
 - Full protection with breathing mask or self contained breathing apparatus, 40% premium

§ 3 Acceptance

1. Upon completion of the installation service, the Customer has the right and the duty to accept the service in a written installation protocol. ROTACON can request such written protocol.
2. If the Customer does not accept the installation services within a reasonable time limit set by ROTACON, despite being obliged to do so, the work shall nevertheless be deemed accepted.
3. From the moment of acceptance onward, there will be no claims of defects against ROTACON concerning known defects, provided the Customer does not reserve its rights regarding such defect in the course of acceptance.
4. If during a subsequent improvement to which ROTACON is authorized, it is determined that the installation is not possible in its originally intended form due to technical reasons, ROTACON can withdraw from the contract (refuse the installation) without the Customer being entitled to claim compensation for damages.

§ 4 Statute of Limitations

The Customer's claims from the installation become statute-barred one (1) year after acceptance of the installation.

§ 5 Final Provisions

1. The place of jurisdiction is the office of ROTACON. ROTACON is also authorized to bring legal action against the Customer at his place of jurisdiction.
2. The German version of these terms and conditions take precedence over all other versions and will be provided to the Customer upon request.
3. In the event that individual provisions of the contract or the General Terms and Conditions are or become partly or wholly ineffective, the remaining conditions shall remain unaffected. The partly or wholly invalid clause shall be replaced by a clause as close as possible to its original.