

SUPPLEMENTARY CONDITIONS FOR SERVICES

1. General Conditions

The supplementary conditions for services supplement the General Terms and Conditions for Delivery and Services (issue 12/2020) of the Contractor. Services in the meaning of these supplementary provisions are the services defined under Clause 1.6 of the General Terms and Conditions for Delivery and Services.

1.1 Cooperative duties of the Ordering Party for services in situ

- 1.1.1 The Ordering Party has to take the required measures at its own expense to ensure that the services can be provided in time and without interruption. The Ordering Party must ensure, provided nothing has been agreed upon to the contrary, especially that the required qualified personnel, devices, means of transport for materials and personnel, instruments, parts and services, required to commence the performance of the services, are made available at the place of performance in time and in adequate quality and quantity. The personnel employed by the Ordering Party must be qualified for the task in hand. All materials made available must be in good order and condition and adequate for the intended application. The Ordering Party has also to ensure adequate lighting of the place of performance.
- 1.1.2 The approach route leading to the place of performance must be safe for pedestrians and motor vehicles. The place of performance itself must be ready for the execution of the task in hand.
- 1.1.3 In the event of work being performed in closed spaces, the building must be in a state permitting work to be carried out under normal conditions.
- 1.1.4 Prior to the commencement of the performance of the services, the Ordering Party has to provide the required details regarding the location of concealed electric, gas or water mains if the work involves the disturbance of the existing fabric.
- 1.1.5 The choice of the qualified personnel made available to the Contractor by the Ordering Party must be agreed with the Contractor. Such personnel will be directed by staff of the Contractor, but will remain in the employment and under the supervision and responsibility of the Ordering Party. If required, the Ordering Party will make available the services of interpreters. Unsuitable personnel may be refused by the Contractor and is to be replaced at the expense of the Ordering Party.
- 1.1.6 The Ordering Party, at its own expense, will ensure adequate safeguarding of the place of performance, including offices, stores, workshops and recreation rooms, as well as the subject matter, materials, devices, personal possessions of the personnel of the Contractor against theft, damage, destruction and other detrimental influences. Objects lost, damaged or otherwise made unsuitable for the intended purpose are to be replaced or repaired at the expense of the Ordering Party to the extent that the effect is based on the Ordering Party's lack of securing measures. A

contributory fault of the Contractor's personnel is to be taken into account appropriately.

- 1.1.7 The Ordering Party is responsible for the provision of protective clothing which is necessary for the work as a result of special circumstances and in the sector is not normally provided by the Contractor.
- 1.1.8 If the Ordering Party fails to provide in time, and/or in inadequate fashion, the services, in accordance with the above provisions or otherwise in accordance with the contract, for which it is responsible, the Contractor, after duly reminding the Ordering Party, has the right, at the expense of the Ordering Party, to provide the required services himself or to have the services performed by third parties. In this case the provisions of article 4 of the General Terms and Conditions for Delivery and Services apply.
- 1.2 Accident prevention
In performing the work in hand, the Contractor has to observe the applicable accident prevention rules of his trade association. The Ordering Party has to ensure that its own personnel, and any personnel contracted in, observes all applicable accident prevention rules which apply at the respective place of performance. In addition to this, the Ordering Party has to take all measures imposed contractually and by public law regarding the prevention of accidents, taking into account all generally acknowledged rules concerning safety and occupational medicine. The personnel of the Contractor must not be induced to infringe any applicable safety rules. The Contractor has the right to refuse performance of the work in hand, if safety cannot be adequately ensured.
- 1.3 Invoicing
- 1.3.1 Definition of working time
 - a) Normal working time is 35 hours per week on the five weekdays Monday to Friday. In principle, performance of the work in hand is to be executed between 08.00 hours and 16.00 hours local time.
 - b) If it should be necessary in the interest of the timely completion of the work, the personnel delegated by the contractor is permitted to work overtime, as far as this is compatible with local circumstances and the prevailing climatic conditions. Overtime, however, may not exceed two hours per day. Any working time in excess of the normal weekly working time is subject, in addition to the respectively applicable rates of the Contractor, to surcharges in accordance with the applicable percentages based on the collective pay agreement of the Contractor.
 - c) Classed as Sunday work or work on public holidays are any hours worked on Sundays and on German public holidays from 00.00 hours to 24.00 hours of the respective day. The personnel of the Contractor will agree to work on Sundays or on public holidays only in urgent cases and, in principle, only with the consent of the Ordering Party.

- d) If, as a result of a provision of services abroad, the local conditions make it necessary to deviate from the rule above under c), an exchange of German for local bank holidays is possible. For this, the total number of bank holidays must remain the same. If the weekly rest day in the country in which work is being carried out is not a Sunday, but rather on another day, the remuneration on this day will attract a premium, whilst work on Sundays will attract no such premium.
- e) If, due to a shortening of the working time at the Ordering Party or for any other reason beyond the control of the Contractor - with the exception of strike action by his own personnel - the clause of hours negotiated for the personnel of the Contractor cannot be reached, the idle time will be invoiced as normal working time.
- 1.3.2 Work invoiced in accordance with actual working time and expenses
- a) Invoiced are
- aa) actual working time, as well as travelling time based on the applicable rates of the Contractor. Waiting times are invoiced as working time, unless caused by the Contractor;
- ab) expenses covering allowances incurred by the Contractor;
- ac) all necessary expenses, such as fares, transportation of baggage, tools, miscellaneous items, etc.;
- ad) all materials proved to be used, at the agreed prices;
- ae) charges for the agreed hire of special tools, measuring instruments and test equipment based on the respectively applicable rates of the Contractor.
- b) If the work in hand extends beyond the period of one month, the Clause of hours worked is to be certified by the Ordering Party in at least half-monthly intervals. Accounting will be based on the working time certificates. If the Ordering Party fails to provide these certificates, or fails to provide them in time, accounting will be based on the records of the Contractor.
- 1.3.3 Work invoiced as a lump sum
- a) The lump sum covers the agreed services for the expressly contractually agreed scope of services at the conditions stipulated by the Contractor when concluding the contract. If not otherwise agreed, the lump sum is based on the applicable weekly working time of the Contractor. In the event of deviations from the applicable working time, the provisions of article 1.3.1 apply.
- b) Additional expenses incurred by the Contractor through events for which he cannot be held responsible, such as retroactive modifications of the content or scope of the agreed services, waiting time, extra work, night shifts, etc., will be borne by the Ordering Party.
- c) Upon request by the Contractor, the Ordering Party will certify at half-monthly intervals the working time put in by the personnel of the Contractor in execution of the bunched services.
- 1.3.4 Work invoiced according to units performed
- Invoicing is in accordance with the rates stipulated for the individual units. Additional expenses incurred by the Contractor through events for which he cannot be held responsible, such as retroactive modifications of the content or scope of the agreed services, waiting time, extra work, night shifts, etc., will be borne by the Ordering Party.
- 1.4 Installation of parts and materials supplied by the Ordering Party
- 1.4.1 The Contractor is only liable for defects for the services to be provided by it in conformity with the contract. He is not liable for the quality and suitability of the parts and materials supplied by the Ordering Party. If the Contractor has any doubts as to the quality and suitability of such parts and materials, he has to inform the Ordering Party without delay. If such doubts or misgivings are not taken into account, the Contractor, in serious cases, has the right to refuse the execution of the respective work.
- 1.4.2 The risk of accidental loss and accidental deterioration of the supplied objects and materials is borne by the Ordering Party.
- 1.5 Special rights of the Contractor
- 1.5.1 Any operations requested by the Ordering Party or the project management raising serious reservations with the Contractor (e.g. with regard to applicable safety rules) may be refused by the Contractor. The Ordering Party in such cases has to be notified accordingly without delay.
- 1.5.2 The Contractor has the right, at any time during the performance of the work and at his expense, to replace personnel delegated by him by equally qualified personnel.
- 2 Special Supplementary Conditions Covering Erection and Installation Operations**
- 2.1 The Ordering Party, following agreement about the scope and date of the required services, provides at its own expense and in good time:
- a) supporting personnel, such as labourers and, if required, also bricklayers, carpenters, fitters, crane operators, other qualified personnel, including the required tools and equipment in sufficient quantity.
- b) all earth moving, bedding, caulking, scaffolding, plastering painting and other operations foreign to the trade, including the required materials.
- c) all miscellaneous items and materials required for assembling and commissioning purposes, such as timber, wedges, supports, cement, plastering and sealing compounds, lubricants, fuels, etc., as well as scaffolding, lifting gear and other devices.
- d) utilities and water, including the required connections at the site, heating and general lighting close to the site sufficiently large, secure, dry and lockable spaces in sufficient number for storing the machine parts, apparatus, materials, tools, etc., as well as adequate working and recreation spaces for the assembling personnel, including adequate sanitary facilities. To protect the possessions of the assembling personnel and the possessions of the Contractor at the site, the Ordering Party has to take such measures as would be taken for safeguarding its own possessions.
- e) protective clothing and safety devices which, due to special circumstances at the site, are required for the work in hand and which are not normally provided by the trade.
- f) The access routes, as well as the site and assembly ground, must have been cleared and smoothed at floor level, the foundation walls must have set and dried, the foundations of the masonry must have been aligned and backfilled. In the case of internal walls, the walls and ceilings must have been completely plastered and the doors and windows must have been installed.
- g) The Ordering Party, at half-monthly intervals, has to certify the hours worked by the erection or assembling personnel. The Ordering Party is also obliged, without delay, to hand to the erection or assembling personnel a written confirmation certifying the completion of the erection or assembling operations.
- 2.2 The Contractor is not liable for any operations performed by his erection or assembling personnel, or by any other personnel employed by him for the work in hand, unless the work has been expressly and in writing ordered by the Ordering Party and confirmed by the Contractor.
- 3 Special Supplementary Conditions Covering Overhaul**
- 3.1 If not expressly agreed otherwise, the performance of overhaul operations is governed by the VDE provisions. The Contractor may deviate from the respective provisions, provided safety is guaranteed in other ways.
- 3.2 Overhaul work is to be expertly performed, taking into account any operations defined when placing the order. The Contractor reserves the right, however, to perform additional operations, not defined at the time the order was placed, if such operations are required for full restitution of the usability of the part under repair, or for the performance of the overhaul operations.
- 3.3 Parts removed or replaced in the course of the overhaul operations, as well as defective parts made available as samples, will, if not otherwise agreed, become the property of the Contractor.
- 4 Special Supplementary Conditions Covering the Preparation of Software and/or Advisory Services**
- 4.1 In the case of agreements obliging the Contractor to provide software and/or advisory services, such services will be based exclusively on a written specification (e.g. performance specification). In the case of series and standard software, the delivery specification of the Contractor will be considered as the definitive specification.
- 4.2 With the proviso of conflicting contractual agreements, the rights covering the results of the work will remain with the Contractor, whereas the Ordering Party will be entitled to only a simple right of use for its own purposes within the framework of the agreements.

- 4.3 The Ordering Party can demand the handing over of the program documentation of user software only, if the software was written specifically for the Ordering Party, if the handing over was expressly agreed and if the Ordering Party has paid all expenses and fees due within the framework of the order.
- 4.4 The Contractor will keep all data and documents made available to him with due care. The Ordering Party has to keep copies of such data and documents for reconstruction purposes.
- 5 Special Provisions for the Provision of Services Abroad**
- 5.1 For the provision of services abroad, the following provisions of this Clause 5 apply in addition.
- 5.2 The Ordering Party, at its own expense, will provide in due time the required visa, residence and work permits, as well as any other official permits required. The Ordering Party will inform the personnel of the Contractor in good time about any necessary formalities with local authorities (report of residence, etc.) and will lend support in dealing with the authorities and with the procurement of any required certificates.
- 5.3 Travelling costs and incidental expenses
The following travelling expenses will be charged to the Ordering Party: passport and visa charges, examinations by a doctor specialising in tropical diseases prior to departure and following the return, including vaccination, equipment allowances for extreme climatic conditions, baggage transportation allowances from the place of residence in Germany to the place of performance and back, costs covering business travel also within the country of performance necessary to fulfil the contractual commitments, allowances for outbound and homebound travel, as well as for business travel, plus all business expenses covering the costs for postage, telegrams and telephone, as well as for telecommunication access to internet services. The procurement of air, sea and railway tickets, as well as the choice of transport remains at the discretion of the Contractor.
- 5.4 Cost of residence
To cover the personal expenditure for food and incidental expenses in connection with the cost of living during the stay at the place of performance, the Ordering Party pays for each commenced calendar day the actual allowances in force, plus accommodation costs as incurred. The allowance becomes due also during the period of unfitness for work caused by illness or an accident. If the Ordering Party provides, at its own expense, adequate accommodation and/or free board, the rate of allowance will be reduced on a mutually agreed basis. The same applies during hospitalisation. If not otherwise agreed, the Ordering Party pays the allowance a fortnight in advance. In all cases of justified absence, the Ordering Party will keep the accommodation and pay for all fixed costs. The costs for necessary use of appropriate means of transport is to be reimbursed by the Ordering Party, unless equivalent means of transport are made available free of charge. The Contractor reserves the right to adapt the amount of the allowance, if the expenses for accommodation, food and/or incidental costs in the country of the place of performance should rise prior to the commencement, or in the course of the execution, of the work in hand.
- 5.5 If it is agreed with the Ordering Party that it will provide free board and/or free lodging for the personnel of the Contractor, it is taken for granted that
- the food provided is easily digestible, palatable and sufficient,
 - in the event of free lodging, hotel accommodation or comparable quarters, it is to make sure that the offer has an adequate hygienic and quality standard. If this should not be possible, special agreements will have to be made. In tropical countries the Ordering Party will provide an adequately functioning air conditioning system per bedroom and a refrigerator for each apartment or house.
- 5.6 The Ordering Party has to provide, in good time, suitable recreation spaces and workshops for the personnel of the Contractor in the vicinity of the place of performance. These spaces must be equipped with appropriate lighting, water taps and clean toilets and must be adapted to the prevailing climatic conditions. These spaces must be lockable and, if necessary, must be heated and must not be accessible to unauthorized persons.
- 5.7 Close to the place of performance the Ordering Party has to install a place where surgical dressings can be administered and where a first-aid kit is available in the event of an accident. The Ordering Party has also to ensure that suitable transport is available for taking injured personnel members to a hospital.
- 5.8 Illness
In the event of accidents or illnesses, the Ordering Party has to provide the required support. In such a case, the Ordering Party has to bear the costs for qualified medical care, with free choice of doctor by the patient, including the costs for medication, transportation to a hospital and the stay in hospital, unless the costs are reimbursed due to an international sickness insurance act or via a health insurance policy. If the illness is assumed to take longer than four (4) weeks, the Ordering Party, at its expense, will organise the return of the patient, unless the patient is deemed unfit by a doctor for transportation. In such a case the Contractor, if required, will supply a replacement at the expense of the Ordering Party. If a member of the personnel of the Contractor delegated abroad dies during his stay abroad, the Ordering Party, at its expense, will arrange for the return of the deceased to the Federal Republic of Germany. In such a case the Ordering Party will represent the deceased in dealings with the competent authorities and will take care of the formalities involved.
- 5.9 Holiday trips home
In the event of longer stays of the personnel of the Contractor at the place of performance, the Ordering Party will bear the costs for paid extra holidays and paid holiday trips home in accordance with the offer or order confirmation.
- 5.10 Consumption-type articles and miscellaneous parts will be provided by the Ordering Party. If the Contractor provides consumption-type articles and miscellaneous parts, these will be invoiced as used in accordance with the applicable prices and terms of delivery of the Contractor.