

Commissioning Terms

1. TRAVELLING

The QVF Engineering GmbH (QVF) personnel shall travel based on customer's request. QVF assumes that all necessary preparations for commissioning have been done by the buyer before QVF personnel arrives on site. If the language on site is neither German nor English, it is within the responsibility of the buyer to allocate personnel with adequate knowledge of one of these languages, at his own expenses.

2. COMMISSIONING STAFF

Based on the plant and its commissioning work personnel with different qualifications is appointed by QVF:

- a) Fitters or senior fitters for eventually needed corrections
- b) Personnel for commissioning
 - technicians
 - engineers / experts for measuring and control systems

3. TARIFF FOR COMMISSIONING STAFF

3.1 FITTERS

According to the General Terms and Conditions for Installation Work if the work constitutes a part of the commissioning.

3.2 TECHNICIANS, ENGINEERS, MCR-EXPERTS, etc.

For the commissioning personnel (see 2.b) the following rates are applied:

- a) daily rates for
 - engineer / expert for MCR-systems € *upon request*

The daily rates refer to 10 working hours (between 7.00 a.m. and 8.00 p.m.) or 50 hours per week from Monday till Friday including one hour break per day.

When a definite commissioning period at a fixed price is agreed and buyer requires shift operation, necessitating additional QVF staff, the period shall reduce proportionally to the additional staff.

In that case buyer is not entitled to insist on the originally agreed commissioning period.

Travelling and waiting times are charged as normal working time, overtime rates are excluded.

- b) daily allowance € (according to tax regulations)
- c) overnight allowance € (according to tax regulations)
(in case that lodging costs will exceed this standard rate, the actual costs will be charged against hotel invoice).

On request the buyer shall assist with arranging accommodation for the QVF personnel.

- d) The personnel shall travel by car or by public transport (rail, bus, air-plane etc.) whatever is most useful; actual costs will be charged.

Travelling by rail will be done first class. Costs for taxi, additional luggage, supplements and so on will be charged extra. When using the night train, costs for sleeping-car will be charged.

Travelling by private or company-car will be charged at € 0,59/km. If at the same time equipment or a second person has to be carried in the car, € 0,61/km will be charged. Travel from the hotel to the working place is charged at costs, for distances more than 10 kilometres at the above mentioned rates.

The costs for flight or railway tickets, rental cars etc. are charged against invoice.

The total working time for both the day of arrival and departure is 10 hours maximum (travelling time plus working time). In case the travelling time exceeds 6 hours (breaks not included), our personnel is not bound to start work on the same day.

Travelling time will be charged as follows:

CAR

up to	10 km	distance	=	0,25 hrs
from	10 to 25 km	distance	=	0,50 hrs
from	25 to 50 km	distance	=	0,75 hrs
from	50 to 80 km	distance	=	1,00 hr
from	80 to 100 km	distance	=	1,25 hrs
from	100 to 120 km	distance	=	1,50 hrs

above that:

each beginning	20 km		=	0,25 hrs
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PUBLIC TRANSPORT

up to	8 km	distance	=	0,50 hrs
from	8 to 35 km	distance	=	0,75 hrs
from	35 to 70 km	distance	=	1,25 hrs
from	70 to 105 km	distance	=	1,75 hrs

above that:
 each beginning 35 km = 0,50 hrs

FLIGHT

The actual travelling time will be charged.

e) ADDITIONAL RATES

Overtime shall be charged extra against the following rates to the normal tariff

- for the first two hours of overtime + 25 %
- more than two hours of overtime work and work on Saturday and at night + 50 %
- on Sundays + 100 %
- on public holidays + 150 %

f) All rates do not include taxes and other possible charges provided by law.

g) The a.m. rates are including costs for QVF personnel for accident- and health insurance as well as social contributions as to German laws.

4. MISCELLANEOUS

- 4.1 Journeys home
 between 300 and 600 km = Journey home every two weeks
 above 600 km = as per special agreement with buyer
 (usual time frame every 4 weeks)

The relating travelling expenses have to be borne by the buyer. Same applies to Easter, Whitsun and Christmas holidays and important private reasons. Homeward journey of the commissioning personnel is to be done after completion or interruption of the commissioning at the same day, if the working and travelling time does not exceed 10 hours (including breaks). Otherwise the journey will be done the next day, or continued, respectively.

- 4.2 Is there no possibility to fulfil the daily frame of regular working hours not due to faults by QVF personnel or not within QVF' s responsibility, regular working hours are charged completely.
- 4.3 Auxiliary personnel and material, including, e.g. electrical power, water, compressed air, drilling and lifting gear, welding equipment, ladders, scaffolding etc. shall be provided free of charge by the buyer to the necessary extent on request by QVF.
- 4.4 During the time of commissioning, the buyer shall provide washing and changing facilities as well as toilets, also a room that can be locked up securely for the storage of parts, tools, clothing and other property belonging to the commissioning personnel. The buyer shall bear full legal liability for any loss or

damage caused by theft or similar disappearance of any such property. The foregoing shall also apply if our personnel is withdrawn from installation work for a relatively long time so that tools, parts, etc. have to be stored on site.

- 4.5 When commissioning work is finished, QVF personnel shall obtain confirmation by buyer's signature that the hours worked, the travelling time, and surcharges for difficult working conditions have been recorded correctly. The buyer shall likewise confirm by signature that journeys made to fetch material at the buyer's request and for reasons for which QVF personnel is not responsible have also been recorded correctly. These confirmed data shall be binding on both sides for charging and checking purposes. QVF shall calculate any surcharges for overtime and Sunday or night-time work on the basis of the confirmed working hours. The buyer shall be given a copy of these records of working hours.
- 4.6 The buyer shall ensure that the necessary accident-prevention regulations are adhered to during the duration of the installation and commissioning work, and shall provide free of charge for QVF any means of protection needed in addition to helmets, safety glasses and safety shoes. In case of any accident QVF has to be informed immediately.

The buyer shall take all measures necessary for the protection of persons and property at the installation site. He has to inform the head of the installation and commissioning staff of any existing special safety regulations as far as they are relevant to the commissioning personnel. Furthermore, the buyer shall be obligated to inform QVF of any violation of such safety regulations by the commissioning personnel. In case of a serious violation the buyer may in consultation with the head of the commissioning staff deny the violator further access to the installation site.

- 4.7 In case commissioning is part of an all-in order (comprising material, fitting, commissioning) and therefore no invoicing on expense will be done, the above mentioned points remain analogously valid unless otherwise indicated in the order.

If an interruption of 2 or more days occurs which is not due to QVF, the commissioning staff will start their way back at buyer's expense. Upon buyer's confirmation for resumption of commissioning the staff shall return on site at buyer's expense.

5. PAYMENTS

The invoice for QVF's commissioning work is payable immediately upon receipt and without deduction. In case of long-lasting commissioning work QVF reserves the right to submit interim invoices.

QVF reserves the right to charge interest on arrears if payment is delayed in accordance with its General Terms and conditions of Sale and Delivery.

6. LIABILITY AND INSURANCE

- a) For the duration of the commissioning work QVF provides accident- and health insurance for its personnel.
- b) For damages which were not incurred by the object commissioned itself QVF shall be liable in accordance with the statutory provisions, insofar as a personal injury is involved (that means death or injury to the body and health), the damage falls under the German Product Liability Act [*Produkthaftungsgesetz*], the damage is due to intent or gross negligence, or if QVF has assumed an express guarantee or has violated a substantial contractual obligation.

In the event of a merely negligent breach of duty by QVF or by QVF's vicarious agents, QVF's liability shall be limited to the damage typical of the contract and predictable.

Any other contractual and tortious claims of the Customer shall be excluded. In particular, QVF shall not be liable for damage which was not incurred by the object commissioned itself or for loss of profits or loss of production or other pecuniary loss on the part of the Customer.

QVF will effect a third party liability insurance for the duration of its contractual obligation which covers the above mentioned risks. This insurance is limited to an amount of 1 million EURO (for pecuniary losses: € 100.000,00) with a two times maximisation per year.

Any other insurances must be effected by the buyer.

- 7. The place of performance and jurisdiction shall be Mainz. QVF shall also be entitled to sue the Customer at the Customer's general place of jurisdiction.

The contractual relationship between the parties shall be subject solely to the laws of the Federal Republic of Germany; the United Nations Convention on International Sale of Goods (CISG) is expressly excluded.

Unless otherwise stated above the following supplementary provisions shall apply in the following order:

1. QVF's General Terms and Conditions of Installation
2. QVF's General Terms and Conditions of Sale and Delivery

QVF's current terms may be requested at any time from QVF.