

## CONDITIONS FOR INSTALLATION WORK

in effect as of 01.01.2009

P131e.9

1. The following General Terms and Conditions (hereinafter called the "Terms") of QVF Engineering GmbH, Mainz (hereinafter referred to as "QVF") shall only apply to entrepreneurs (§ 14 German Civil Code (Bürgerliches Gesetzbuch)). They shall also apply to all future transactions with the Customer. Customer's terms and conditions that contradict or deviate from these Terms shall be invalid and shall not be deemed as having been agreed.

2. Provided that the parts needed for the installation have arrived at the destination point (ship-to location) and that the intended workplace allows the smooth processing of the installation work, the fitter will be dispatched as fast as possible on request of the Customer.

3. A hourly and separation-allowance rates will be charged in EURO for the provision of qualified installation personnel (hereinafter referred to as "fitters"), which QVF agrees to properly select. Please ask us.

The customary bonuses on installation site (e.g. severity allowances, etc.) will also be granted to QVF Fitters.

Normal working hours will amount to 40 hours per week.

Travel and waiting times will be counted as normal working hours, but exclusive of any overtime bonuses. On days involving travel times, all working hours which are outside of the normal working times on installation site will be deemed overtime.

The aforementioned separation-allowance rate for every day of absence from the works, including Sundays and holidays, on which no work is done, serves to cover the accommodations for which the Customer must make adequate provisions, and for food. If the actual costs are higher than the said flat rate, the actual costs will be charged. If the fitters have to find accommodations by their own, the subsequent costs (travel time and travel expense) will be at the Customer's expense. In this case the accommodation costs which exceed the flat rate will also be charged by QVF. If no work is done on Customer's site on any given day (e.g. because of local holidays), the Customer shall decide whether the fitters shall remain on site or return to QVF. The costs resulting from this decision shall be borne by the Customer.

If, in spite of a local holiday, the fitters are requested to work, working time will be charged according to the holiday overtime tariff.

In case the fitters have to work on Customer's site although this given day is a public holiday in Germany, billing will be made also according to the holidays overtime tariff.

4. Fitters shall travel by car or by public transport (by plane in exceptional cases). For rail travel, the Customer will be charged for a second-class return ticket from the fitter's home town to the destination, including any surcharge for express trains, luggage costs and minor expenses, such as for streetcars, buses, etc. When travelling by night train, the cost for a sleeping car will be charged. When travelling by car, there will be a charge per km distance from the supplying works. If also equipment or material is carried in the car to the installation site, or a second fitter is taken along as a passenger, there will be an additional charge rate.

For trips between the accommodations and the installation site, a flat rate of will be charged per fitter and per day.

The maximum total shift time on the day of arrival is 10 hours taking travel and working time together. If the travel time exceeds 6 hours (without breaks), the fitters do not have to start work on the same day.

Travel time will be calculated as follows:

The actual time expended for plane trips will be charged.

By car	By public transport
Up to 10 km distance = 0,25 hours	Up to 8 km distance = 0,50 hours
From 10 - 25 km " = 0,50 hours	From 8 - 35 km " = 0,75 hours
From 25 - 50 km " = 0,75hours	From 35 - 70 km " = 1,25 hours
From 50 - 80 km " = 1,00 hours	From 70 -105 km " = 1,75 hours
From 80 -100 km " = 1,25 hours	From100 -120 km " = 1.50 hours
über 100 -120 km " = 1,50 hours	etc.
etc. .	
In addition each beginning 20 km = 0,25 hours	In addition each beginning 35 km = 0.5 hours

Trips home will be charged as follows:

Installation assignments up to a distance of 25 km	= daily trip home
Between 25 and 50 km	= Trip home every weekend
Over 50 km	= Weekend trip home every fourth weekend, as well as at Easter, Whitsun and Christmas.

If the Customer requires that the installation work is to begin on a Monday or after a statutory holiday at the same time as normal factory work starts, fitters will travel to the site on the day before, if the distance is more than 200 km. In this case, the travel time will be charged at the usual Sunday or holiday rates.

5. The rates given above are minimum rates. For charging purposes, the rates shall be used that apply at the time of the installation work taking any significant changes into account, e.g. changes in wage rates and salary levels. The aforementioned rates also include the costs of accident and health insurance premiums we are required to bear, and of statutory social security.

If our fitters are prevented by factors outside their control from working the full normal hours, their time shall, nevertheless, be charged in full.

Auxiliary personnel and material, including (e.g.) power, water, compressed air, drilling and lifting gear, welding equipment, ladders, scaffolding, etc. shall be provided to the extent necessary by the customer free of charge.

6. Fitters shall travel home on the same day as the installation work is finished or suspended, provided that total working and travel time does not thereby exceed 10 hours including breaks. Otherwise, the journey home shall be made or continued on the next day.

7. Fitters are insured against accidents and illness for the duration of the installation work.

The Customer shall ensure that the necessary accident-prevention regulations are adhered to throughout the duration of the installation work, and shall provide any personal protection needed in addition to safety helmets and shoes. In case of an accident, QVF is to be notified at once.

During the installation period, the Customer shall provide washing and changing facilities and toilets, as well as a room that can be locked up securely, for the safe storage of delivered material, tools, clothing and other property of the fitters.

The Customer must take the measures necessary to protect persons and items on installation site. The Customer must inform the installation work supervisor of any special safety requirements, to the extent that such requirements are of significance to fitters. The Customer is also obligated to inform QVF of any violations of such safety regulations by QVF fitters. In case of a serious violation, the Customer may deny the violator further access to the installation site in consultation with the installation works supervisor.

Whenever QVF or their fitter, respectively, may suffer a loss through disappearance, theft, etc. of the stored items, the Customer shall be liable for the full amount. This provision shall also apply, if the fitters have to leave site due to a longer interruption of the installation work, and the tools, parts supplied, etc., have to be stored on site.

Costs incurred as a result of such interruptions are to be borne by the Customer.

8. All information about the duration of the installation work is approximate. The work will be performed as quick as possible.

To the extent that a date for completion is firmly agreed, such date shall be deemed complied with, when the installation work is ready for Customer's acceptance at the named date or ready for carrying-out trials or proof of performance, if these were agreed.

If the installation work is delayed due to measures related to labour disputes, in particular strikes and lockouts, as well as the occurrence of circumstances not due to QVF, the agreed time limit will be extended, if these impediments have demonstrably delayed the completion of the installation work.

In the event of delay, QVF shall be liable for damage or loss in the form of a flat rate of 0.5 % for every full week of the delay, but max. 5 %, of the installation-work price for that part of the facilities to be installed by QVF which cannot be used in time due to the delay.

After the expiration of the agreed date of completion, the Customer shall be entitled and obligated to set QVF a reasonable grace period to complete the installation work. If this period is also not complied with, the Customer shall be entitled to withdraw from the contract. Other claims due to delay arise solely from the provision as to Section 12 below.

9. After completion of work, the fitters shall obtain confirmation by the Customer's signature the correctness of their hours of work and travel as well as the severity allowances as listed in the performance records/time sheets. In addition, trips to fetch material on Customer's request must also be certified by the Customer's signature in the performance record/time sheet. This confirmation is binding on both parties for charging and checking purposes. The performance records must list only the hours actually worked. Bonuses for overtime, Sunday and night work will be calculated by QVF on the basis of the confirmed working hours. The Customer will receive a copy of these performance records /time sheets.

10. The Customer agrees to accept the installation work upon request of QVF.

A written record of the results and of any defects or deficiencies shall be signed by both parties. Minor defects shall not entitle the Customer to refuse acceptance.

If the Customer fails to respond to QVF's request for acceptance, even though no written complaint has been raised concerning any major defect or deficiency, the plant or machinery shall be deemed accepted on the date of the first start-up, however, latest one (1) month after the request for acceptance. QVF shall point out this legal consequence to the Customer when requesting the final acceptance.

After acceptance, QVF shall no longer be liable for such defects which were recognizable during the acceptance process, unless the Customer has reserved the right to assert a certain defect.

Defects ascertained after the acceptance must be reported in writing to QVF within 10 dates of being noticed, otherwise the right to remedy defects shall expire.

11. If a defect of quality occurs after the acceptance, QVF shall be entitled and obliged to supplementary performance to the exclusion of other claims that the Customer might have and subject to the provisions in this clause and in Section 12 below. Such supplementary performance shall be the removal of the defect ("Nachbesserung") at the option of QVF.

If the supplementary performance fails, does not occur within a reasonable period of time set by the Customer or is refused, the Customer shall be entitled, at the Customer's option, to withdraw from the contract, to demand a reduction in the installation price corresponding to the value of the defect ("Minderung") or - within the limits of the provisions as to Section 12 below - demand damages in lieu of performance.

QVF shall not be liable, if the Customer or a third party has improperly made modifications or repairs without the prior consent of QVF.

The period of limitation for claims due to defects of quality shall be one (1) year.

12. QVF shall be liable in accordance with the statutory provisions for damages not directly occurred at the installation works, insofar as a personal injury (i.e. culpable loss of life, injury to body or health) is involved, the loss or damage falls under the German Product Liability Act ("Produkthaftungsgesetz"), the loss or damage is based on intent or gross negligence, or if QVF has assumed an express guarantee or has breached an essential contractual duty.

In the event of a merely negligent breach of duty by QVF or by QVF's various agents QVF's liability shall be limited to the damage typical to 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 at the object of delivery itself and for loss of profits or other pecuniary loss on the part of the Customer.

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

14. Offsetting shall only be permitted, if the Customer's counter-claims are accepted by QVF or have been awarded by the court with final and absolute effect. QVF reserves the right to charge default interest for late payments.

15. All verbal, telephonic and telegraphic declarations must be confirmed in writing to be valid. QVF rejects any and all liability for any work which the fitters perform at the Customer's request without instructions from QVF and for any consequences arising herefrom. Fitters are not entitled to make binding declarations, in particular with regard to complaints or unforeseen situations. Orders issued verbally to fitters must be confirmed in writing.

16. The place of performance and jurisdiction shall be Mainz for both parties to the contract. 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.

The QVF General Terms and Conditions of Sale and Delivery shall be valid in addition to these Terms.

QVF Engineering GmbH

Mainz, 01.01.2009

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