

## Conditions for Installation Work

Stand 08/2008

### I. Introduction

These sConditions for Installation Work%are valid for all installations and repairs carried out by us on items supplied by our company. In as far as no special arrangements are included in these sConditions for Installation Work%then our sGeneral Terms and Conditions+shall apply for installation and repairs as well. The installation dates given in the Order Confirmation should be considered as a basis, a binding date for the commencement of installation will be agreed beforehand. Liability for damages due to the commencement of installation being delayed is excluded in every case.

### II. Scope of work

The activity of our erectors covers the installation of items supplied by us, as far as possible, the testing of the functionality of the equipment and, if required, the instruction of personnel to be named by the customer. In the case of repair work, the activity of our erectors is measured by the scope of work laid down in writing in the Repair Order. Should it be established at the commencement of repair work that substantially greater repairs are necessary, then this is considered as approved by the customer, if he does not object to our erectors without delay on being informed of this fact.

Without our previous agreement in writing, erectors send by us are not allowed to undertake installation or repair of items not supplied by us, not even when such item is a substantial part of the structure.

### III. Supplier's Duties

We pledge to ensure that the installation team has been carefully selected and properly instructed. The number and the make up of the installation team is in each case solely our responsibility.

### IV. Customer's Duties

The customer pledges to support us during the preparation and execution of the installation and to take all measures not incumbent on us free-of-charge. In particular he shall accept free-of-charge:

all preliminary work necessary for the installation of equipment such as digging, bricklaying, electrical, mechanical and foundation work.

a) to provide all the necessary devices and heavy-duty tooling such as cranes, lifting equipment, compressors, etc.

b) to ensure that hard surface roadways are available enabling lorries weighing up to 36 tonnes and having a length of up to 18 m can deliver direct to the installation site.

c) the unloading and transportation within the plant of materials delivered to installation/erection site.

d) to provide a suitable forklift truck with a capacity of 2 tonnes or respectively a lifting platform with reach appropriate for the height of the racking (installation) as well as authorized operators for the duration of the installation. .

e) to provide sufficient storage space in a closed, thief-proof hall for materials supplied.

f) to ensure that the installation site has been cleared enabling installation to take place unhindered and without interruption.

g) to provide the necessary articles of daily need and materials such as water, compressed air, oxygen, electric power, light.

g) to provide suitable back-up personnel who shall be under the instructions of our chief erector, who is empowered to reject any personnel deemed unsuitable and for whom we cannot accept reliability.

i) to provide any dry and lockable rooms needed to store our erectors tools. Suitable thief-proof restrooms and workshops with heating and lighting, washing facilities, sanitary facilities and first aid for our erectors.

j) the transportation of parts needed for the installation to the installation site, the protection of the installation parts and materials from harmful influences of any kind and the cleaning of the installation parts.

k) to provide any materials and to carry out any actions that may be necessary for the adjustment of the equipment supplied and to carry out tests thereon.

The customer accepts responsibility for the observance of currently valid regulations for the prevention of accidents. The customer must take the necessary measures on the installation site.

Furthermore, the customer pledges to inform our chief erector of any pending safety regulations that may concern our erectors.

Any violations on the part of our installation personnel against safety regulations must be reported to us immediately. All the measures listed must be carried out in good time so that our erectors can commence installation immediately on arrival and bring it to an end without interruption.

### V. Duty to inform

Should the customer have any reservations about the proposed method of working, about the preliminary work of his sub-suppliers or about any inconsistencies when checking the engineering documents then he must inform the Project management division of Saar Lagertechnik GmbH in writing immediately.

### VI. Working time

Since the duration of the installation depends substantially on the local situation, all statements regarding the duration of installation are approximate and non-binding.

The contractually-fixed working week of our erectors is currently 40 hours, to be carried out from Monday to Friday at 8 hours a day.

Our erectors are not obliged to work overtime or to work on Saturdays, Sundays or on Public holidays. However, should they consider it necessary and have our consent to work beyond the normal working hours, then this must be made possible.

In this case the customer must take all necessary measures to allow longer working, including the acquisition of any official authorisation needed.

In the event that our erectors cannot begin installation immediately on arrival or if the installation will probably be interrupted for longer than 4 working hours, then we are entitled to recall our erectors and to fix another installation date, unless the delay or interruption is our fault.

### VII. Cost rates for installation

The costs for wages for installation and repairs are charged according to the time spent on the job. If travel is involved, man-hours, journey time and the time needed for preliminary work are charged as follows:

a) hourly rate for erectors	" 44,00
b) hourly rate for master erector	" 53,00
c) hourly rate for chief erector	" 60,00
d) hourly rate for SPC technician	" 67,00
e) hourly rate for engineers	" 77,00
f) hourly rate for racking inspector	" 77,00
g) hourly rate for Software engineers	" 98,00
h) hourly rate for work in workshop	" 70,00

Supplementary charges are levied on the above rates for:

a) 1 . 2 hours overtime per day	25 %
b) Overtime in excess of 2 hours daily	50 %
c) Saturday work	50 %
d) work on public holidays and sunday	100 %
e) Night work from 7 am (19.00 hours) to 6 pm (18.00 hours)	60 %
f) Supplement for working under difficult conditions e.g. working at free heights over 5 m, working in water, mud, dust, chemical vapours, room temperatures over 30°C, snow, rain or gales = minimum of 10 %, otherwise in accordance with the supplements prevailing in the customer's industry.	

Public holidays are the statutory holidays for your area

Installation costs are calculated on the assumption that it is possible to work without restriction between 7 am (07:00 hours) and 7 pm (19:00 hours).

Downtimes and interruptions, which are not our fault, as well as additional tasks and services will be invoiced on an hourly basis.

In cases where storage structures need to be underpinned with non-contracting cement, it is assumed that the average height of the cement layer will be 30mm.

Please inform us if the above conditions cannot be met, so that an installation taking the special conditions into account can be planned in good time.

### VIII. Daily allowances / Inside and outside Germany

Daily allowances include money for meals and personal expenses (spending money) and amount to:

- a) for installation work totalling less than 5 hours working and travelling time, "6.00 will be invoiced.
- b) for longer absences up to 10 hours, " 18.00 will be invoiced and " 27.00 for more than 10 hours.
- c) the cost for accommodation will be invoiced in accordance with the receipts or at a flat rate of " 51.00.
- d) for installation work outside Germany the daily allowance will be laid down on an individual basis.
- e) the daily allowance must also be paid for Sundays and public holidays on which no work is carried out if these fall within the total installation period.

### IX. Transportation and travelling expenses

These as well as all other incidental expenses will be invoiced as separate items as follows:

- a) travel by train the prices for 2nd Class tickets.
- b) instead of travelling by train we may select to use an installation van, in which case for every kilometre from the factory, the erector's home or his location to the installation site and back " 0.78 per kilometre will be charged.
- c) Travelling costs for additional statutory weekends or journeys home will also be borne by the customer.
- d) Transportation and travelling costs caused by interruptions not of our doing will be borne by the customer.

### X. Installation expenses Ë issuing an invoice

The provision of tools is included in the installation costs not however materials necessary for installation or repair.

We have the right to increase installation costs if statutory wages, daily allowances or other costs are increased.

Travelling costs, daily allowances, installation and transportation costs for tools will be invoiced separately.

Transport risks for the transportation of tools is borne by the customer who is also responsible for loss or damage to tools, unless the loss or damage is our fault.

All prices are exclusive of VAT.

We are entitled to invoice weekly if installation or repairs last longer than one week and in addition to demand payment of anticipated repairs or installation costs in advance if the customer is in arrears.

### XI. Evidence of man-hours and work performed

Each erector receives two installation sheets that should show time worked, time travelled, downtimes not due to the erector's fault, time for preliminary work and execution. One sheet is given to the customer for checking and the second form must be signed by the customer and returned to the erector.

The customer must check work done by our erectors and, if need be, make any complaints known to the erector before the work is completed.

If the customer considers that the work or the completion of the installation is not to his satisfaction, then this must be noted on the Installation Sheet by the customer.

If the customer refuses to accept the installation then the installation is deemed as accepted on the day our erectors leave the site, at the latest however when the structure is put into service.

The customer may not refuse to accept the installation or repairs for an insignificant defect which we have already agreed to rectify.

The customer loses the right to claim on any defects that were not immediately admonished during the acceptance.

### XII. Liability

We accept liability only within the terms of our Liability Insurance.

Consequential damages caused by a defect, in particular loss of profit and damages due to interruption of production and factory hindrance are excluded.

Should test data be lost or data storage media be damaged the liability of Saar Lagertechnik GmbH is limited to the material value of the media and therefore does not include the expense of restoring lost data.

In cases of breach of confidentiality, Saar Lagertechnik GmbH is only liable if employees of Saar Lagertechnik GmbH or sub-suppliers of Saar Lagertechnik and their employees acted with intent or gross negligence. Claims against employees of Saar Lagertechnik GmbH or employees of their sub-suppliers are in as far as legally permissible excluded.

In as far as claims for damages in accordance with the above paragraphs are excluded or limited, then this exclusion or limitation also covers claims due to illicit acts as well as claims against employees and persons authorized by Saar Lagertechnik GmbH.

We do accept liability for work done by our installation staff and other assistants if this work is not connected with the installation or if the defects are caused by the customer's intervention.

The customer is responsible for safety on site. He is liable to us for personal injury and damage to property resulting from a violation of this responsibility.

We accept liability for professional installation or repair work for up to 12 months after acceptance but excluding additional indemnities for defects due to us that we rectify free-of-charge.

Discovered defects must be reported immediately. The right to claim for defects is lost 3 months after being reported.

The guarantee is extended by the length of time production is interrupted while we carry out repairs but is restricted to the parts of the structure that are defect.

Our liability for repairs is limited to the professional execution of these repairs. We are not obliged to inspect the structure for other defects that could influence or prevent its operation. Damage due to natural wear and tear or to unprofessional operation are not cause for liability claims.

Our liability for defects ends when the customer without our prior agreement in writing has made alterations to the structure or allowed third parties to do so. Our liability also ends if the customer is in arrears with payment. Furthermore, we are not liable for work done by our erectors on parts not supplied by us unless we have given prior instructions in writing.

The customer must give us time and opportunity during normal working hours to remove deficiencies.

In addition to the above named claims, the customer cannot make claims for damages for whatever legal reason. In particular, claims of whatever nature for compensation for consequential damages due to positive breach of contract or illicit acts not committed with intent are excluded.

Should abnormal conditions for planned installations arise, then these require written agreement or should be defined in the text of the installation order.

### XIII. Court of jurisdiction

a) place of fulfilment is the registered head office of Saar Lagertechnik GmbH.

b) in as far as the purchaser is a company, a legal public body or a statutory corporation the place of jurisdiction is the registered head office Saar Lagertechnik GmbH.