

Additional Terms and Conditions for Services

1. General Provisions

The Terms and Conditions set forth in here apply in addition to the General Terms and Conditions of Sale and Delivery which are available on Seller's website www.brueckner-servtec.com/en/Terms-and-Conditions in their actual valid version, in case services are part of the Supply.

2. Working/ Travel Time and Payment.

- 2.1** Seller's normal working hours shall not exceed 40 hours per week and shall be limited to 8 hours a day from Monday to Friday.

Seller's personnel are encouraged to reasonably cooperate with Buyer's normal working hours basically, subject to the limitations set forth above.

Commuting time shall be below 30 min per journey. Excess commuting time will be charged.

- 2.2** The Buyer shall confirm the time worked by the Seller's personnel on the forms presented by the Seller's personnel on a weekly basis. Furthermore, the Buyer shall certify the work carried out by the Seller's personnel and return the forms to Seller no later than by the end of each calendar month in which work is performed by Seller.

- 2.3** Seller's working time shall include any waiting time as well as any time required for finding rooms or possible registration with authorities so far as this entails lost working hours. The 8 hour daily maximum set forth in Clause 1 above is inclusive of any time that Seller's personnel is unable to perform its work (other than due to the fault of Seller's personnel).

Seller's standard rates are as follows:

- a) for engineers EUR 166 per hour/man
- b) for process/software/KARO engineers EUR 177 per hour/man
- c) for senior experts EUR 194 per hour/man

- 2.4** Overtime shall only be worked upon Buyer's request and as agreed upon by the Seller.

- 2.5** For overtime as well as night, Sunday and holiday work, the following percentages shall be added to the hourly rates agreed upon in the above:

- a) for overtime from the 8th hour on working days, Saturday work and for night hours (from 8 p. m. to 6 a. m.) - 50%

- b) for work on Sundays and public holidays in the Buyer's country - 100%

- 2.6** Travelling time shall count as normal work time. For travel time on Saturday or Sunday 25% shall be added to the regular hourly rate.

- 2.7** Seller reserves the right to charge Buyer an additional fee for any work which (in Seller's reasonable discretion) is especially difficult, dirty or to be carried out under especially hard or dangerous circumstances; the amount of which shall be agreed upon between the Buyer and the Seller.

2.8 Redemption

The redemption for each day of absence from the Seller's premises shall amount to the rate as determined by the German federal tax authorities and may be subject to change. Daily redemption shall also be paid for Sundays and holidays and for travelling days, as well as for travelling days for home journeys.

If according to express agreement with the Seller, the travelling-day redemption is not to be paid directly to the Seller's personnel, there shall be a separate charge by the Seller. Redemption shall also be paid for the duration of inability to work caused by illness or accident as long as the Seller's personnel is at the erection site.

The redemption shall be reduced to 50% for all days on which the Seller's personnel is not at the erection site at the Buyer's order and the lodgings must be maintained; the same applies for days of leave or home journey if the lodgings at the erection site must be kept during this time.

Should the above mentioned amount prove to be insufficient for a reasonable living and for the granting of a reasonable pocket money, reasonably higher rates shall be charged.

2.9 Change in Wages

The above listed agreed upon rates are valid as of February 2023.

In case of future orders, however, the Seller reserves the right to adjust these rates according to the rates valid at the time the order is placed.

If there is a change in the agreed upon rates for charges during the course of Seller's work under an accepted order on account of changes in tariffs in the Seller's country, the listed rates shall be altered accordingly as of the day the changed regulations became effective.

2.10 Travel Expenses

The accrued travel expenses of Seller's personnel shall be charged to the Buyer as a

pass-through expense based on receipts presented by Seller (flight ticket, taxi, etc.). In case that Seller's personnel use his/her own means of transportation (cars) EUR 0,95/km shall be charged. If at the same time further personnel or tools or spare parts are transported by car, the same charges shall apply.

In case of flights a flat fee of EUR 320 will be charged for the airport transfer from Siegsdorf to MUC or SZG and back except the relating receipt for the airport transfer is existing and shows a largish sum of money.

2.11 Home Journey

Buyer shall also be responsible for payment of travel expenses incurred by Seller's personnel to travel home during extended orders performed at Buyer's facility.

For fitting jobs within Europe fitters shall be entitled to a home journey after 8 weeks of uninterrupted employment at the erection site if the erection site lies at least 150 km from the fitter's home residence and if no other written agreements have expressly been made.

For Seller's jobs outside of Europe special agreements shall be made for the individual cases.

2.12 Furthermore, the Seller shall invoice all visa and vaccination fees, costs for transporting and depositing luggage and tools arising in connection with erection and installation, as well as all expenses for postage, telephone calls, etc. incurred in the interest of the services performed by Seller.

2.13 Starting point and return destination for Seller's personnel shall be Siegsdorf, Germany except a different starting point and/or return destination has been confirmed in writing by Seller.

2.14 Lodging

The accommodation expenses for the Seller's personnel shall be borne by the Buyer.

Payment of such expenses shall be made by the Buyer either:

- a) directly to the hotel against invoice;
- b) to the Seller's personnel as reimbursement against hotel bill;
- c) against the Seller's invoice on the basis of hotel bills; or
- d) through provision of free accommodation (European hotel standard, single room, shower/bathroom and W.C.).

The selection of such accommodation shall be made with the Seller's or it's service provider's supervising personnel.

3. Technical Aid and Other Services of the Buyer

3.1 The Buyer shall be obliged to render technical aid and other services for his account and risk, especially the following:

- a) Provision of the required suitable labour force in the number necessary for erection and installation until written acceptance of the plant by the Buyer. The workers have to follow the instructions of the fitter and in case of fitting teams the instructions of the Seller's site manager. The Seller does not accept any liability for the labour force provided by the Buyer.
- b) Execution of all earth-, construction-, bedding- and scaffolding work, including procurement of building materials.
- c) Provision of necessary equipment and tools (e.g. scaffoldings, hoisting devices, welding apparatus, manual drilling machines, compressors) as well as required requisites and materials (e.g. putlogs, wedges, perches, cement, cleaning and sealing material, lubricants, fuels, drive ropes and belts).
- d) Provision of heating, illumination, operating power, water, inclusive of the required connections.
- e) Provision of required dry and lockable rooms for storing the tools of the Seller's personnel.
- f) Transportation of the fitting parts to the erection site, protection of the fitting parts and materials against destructive influences of any kind including theft, cleaning of the fitting parts.
- g) Provision of suitable lockable lounges and work rooms (with heating, lighting, washing facilities, sanitary installations) and First Aid for the Seller's personnel.
- h) Provision of the materials and execution of all other actions which are necessary for installation and for carrying out a contractually provided test-run.

3.2 The costs for transportation of tools, equipment and materials, which are necessary for the execution of the work and are provided by the Seller, must be borne by the Buyer.

After completion of the fitting job, these tools, equipment and materials are to be returned carriage paid to the Seller or another address stipulated by him or the fitter. This applies in all cases where tools, equipment and materials have not been specifically bought by the Buyer.

3.3 The technical support of the Buyer must assure that fitting can begin immediately after the arrival of the Seller's personnel and can be executed without delay until the final inspection by the Buyer.

3.4 If the Buyer does not fulfil his obligations, the Seller is entitled, but not obliged, to carry out the actions assigned to the Buyer in his place and for his account. Possible claims of the Seller, especially compensation claims, shall not be affected by this.

3.5 If, without fault of the Seller, equipment or tools supplied by him are damaged during transport or at the erection site or if they are lost without fault of the Seller, the Buyer shall be obliged to compensate these damages or losses.

These damages will be calculated at cost price. Damages which occur on account of normal wear shall not be considered.

4. Modifications Regarding Construction of Equipment Provided by the Seller

During the term of erection and installation, modifications and changes regarding construction and functioning of Supply may only be carried out after consultation and subject to approval of the Seller's designing department.

Otherwise the Seller's guarantees covering the equipment shall not become effective.

5. Remote Services

For remote services the following the following shall also apply:

5.1 The Buyer has to maintain all hardware and software to ensure an uninterrupted remote access to the equipment (LINE) via internet.

5.2 Buyer has to inform Seller of significant changes to the technical condition and environment of the LINES. This shall specifically apply, but not limited to alterations

to the controlling hardware/software of the machine and changes to the configuration since line installation or last major upgrading.

5.3 In the event of a problem, Buyer shall observe this in detail. When determining, reporting and describing defects, Buyer shall follow instructions given by Seller. Buyer must communicate to Seller all necessary information.

5.4 Within the realm of its possibilities, Buyer shall support Seller as far as possible in locating the cause of defects and, if necessary, shall oblige its employees to cooperate with Seller. Buyer shall make available professional and linguistically trained (technical English) personnel for the service.

5.5 In cases where servicing could result in danger to persons or property, it shall be the duty of Buyer to ensure that a qualified person is engaged to supervise the intended measures and to ensure that they are implemented without danger. Possible dangers which have to be avoided are especially the unexpected restarting of a machine/plant, which could cause severe injuries. Therefore, Buyer shall ensure that the supervising person is familiar with the safety measures and instructions of the machine/plant in question and has been instructed in the handling and supervision of the safety equipment. The supervising person has to be continuously available throughout the entire troubleshooting session.

5.6 Buyer shall ensure that only entrusted and authorized persons are able to access this service hotline.

5.7 After receiving the detailed service report, objections shall be raised within 10 working days, otherwise the services and charges are fully accepted by Buyer.