

Additional Conditions Service-/Assembly Operation

Applicability

These Additional Conditions Service-/Assembly Operation will apply to any and all types of Services regarding Service-/Assembly Operations of

- FFT Produktionssysteme GmbH & Co. KG (hereinafter "FFT PS") or
- Any of the associated companies of a)

if services has to be fulfilled at Purchasers facilities or at any other place of fulfillment away from FFT PS own facilities.

Solely the current conditions of sale and delivery of FFT PS shall also apply additionally; these are available for downloading on www.fft.de. The general terms of business of the Purchaser shall not be valid without the express, written consent of FFT PS.

1. Service Costs

The following rates shall be charged for the services of FFT PS service-/assembly workers.

1.1 Charge Rates (work time / travel time)

Coordination of service operation (flat rate)	€ 550.00
Qualified technician (electr. / pneum.)	€ 110.00/h
Start-up engineer	€ 120.00/h
IR programmer	€ 120.00/h
Engineer (technology/fault analysis/Software, etc.)	€ 140.00/h

The standard working week shall be 35.00 hours, from Monday to Friday (7,00 hours/day). In addition to the above-mentioned rates, pre- and post-processing times for service calls shall also be charged at cost.

1.2 Extra Charges

In addition to the hourly rates charged for hours worked, the following extra charges shall also apply:

Monday to Friday

The first 2 overtime hours per day (up to 10 hours a week)	25 %
Every additional overtime hour	50 %
Night work (8:00 pm to 6:00 am)	50 %

Saturday, Sunday, public holidays (general)

Saturday	50 %
Sunday	100%
Public holiday	150 %

(no offsetting of individual extra charge systems)

As a general rule, travelling time shall not be subject to extra charges; it does, however, count towards the daily working time.

1.3 Daily Allowances: Inland

Daily allowance without hotel accommodation	€ 58.00
Standard overnight accommodation allowance	€ 180.00

Should the cost of overnight accommodation exceed the standard overnight accommodation allowance, then, on presentation of the hotel invoice, the Purchaser shall be invoiced with the costs incurred. For an assembly worker who returns home every day, the daily allowance shall be reduced to the value permissible under tax law.

1.4 Daily Allowances: Abroad

Depending on which country is being worked in, daily and overnight allowances may vary. These shall be specified in the quotation and invoiced accordingly.

1.5 Trips Home

If, when assembly has been completed, the FFT PS assembly worker cannot return to his regular place of work by 8.00 pm, then an overnight stay will be necessary. The standard overnight accommodation allowance shall be charged for that night, and the appropriate daily allowance for the day after.

1.6 Travelling expenses

Any costs incurred when travelling to and from the site by public transport (bus, rail, taxi, airplane) are to be reimbursed; this shall include any extra charges, e.g. for travelling on Intercity trains, charges for the transport of luggage and tools, as well as any other necessary cash expenditure. Should the FFT PS assembly worker carry out a number of assembly jobs in the same area whilst absent from his place of work, FFT PS shall split the travelling expenses pro rata. Travelling time shall be calculated on the basis of proof furnished. Should this not be possible, calculations shall be based on an average speed of 85 km/h.

Allowance per km driven	€ 1.00
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1.7 Other Provisions

The above-mentioned provisions shall be supplemented by the pertinent legal and standard regulations and agreements. These shall change whenever the provisions and agreements mentioned change. VAT shall be calculated in accordance with the valid regulations.

2. Outside Engineers and Specialists

Should use be made of our sub-suppliers' engineers and specialists, FFT PS shall be entitled to pass on such expenses..

3. Services

The service to be performed shall be defined by means of the service request. FFT PS shall be entitled to transfer rights and obligations from this contract to third parties, either fully or in part.

4. Settlement / Invoicing

On presentation of the work performance record or assembly order, the Purchaser shall certify the working times and job performance of FFT PS assembly workers. Settlement of the assembly costs shall be made following completion of assembly. The Purchaser shall not be entitled to withhold payment on account of any counter-claims contested by FFT PS, or to offset these against amounts receivable from FFT PS. Net payment of invoices to be effected within 30 days.

5. Involvement of the Purchaser

The Purchaser shall, at its own expense, support the FFT PS assembly workers, e.g. by providing fixtures, cranes or lifting devices, heating, lighting etc., in order to ensure that the work can be carried out smoothly, quickly and safely. The Purchaser shall carry out any special measures necessary to the protection of persons and property at the assembly site. The Purchaser shall also inform the FFT PS assembly workers of any specific safety regulations already in existence which might be relevant to the assembly workers. In the event of any infringement of such safety regulations by the assembly workers, the Purchaser shall inform FFT PS accordingly.

6. Tooling Costs

Special equipment, clamping devices, programming and measuring instruments etc. shall, on request, be provided on a rental basis. A reasonable rental fee may be charged for such equipment. The cost of transporting equipment to and from the site shall be borne by the Purchaser, as shall transport insurance. No extra charge shall be invoiced if it is possible for the assembly workers to take tools along with them at no extra cost.

Lifting and transport tools shall be provided on-site and free of charge by the Purchaser.