General Conditions Service and Maintenance (GCS)
PFEIFER Structures GmbH

1. General

These General Conditions are valid for all services and maintenance performances of PFEIFER Structures GmbH (hereinafter referred to as "Services"), provided that no other individual agreement has been made by the Parties.
The contract comes into effect only upon the written order confirmation by PFEIFER Structures GmbH

2. Compensation of Costs / Force Majeure

The personnel delegated by PFEIFER Structures GmbH (hereinafter referred to as "Service Personnel") is not authorized to accept payments from the Customer without a written power of attorney. If PFEIFER Structures GmbH cannot determine the accommodation costs in advance, they are to be agreed upon by the Service Personnel and the Customer immediately after arrival at the place of performance of the Services. The lodging costs include accommodation, meals and daily allowances. Accommodation and meals must correspond to the European standard of living. If the Customer wishes to procure accommodation and meals for the Service Personnel himself, he shall agree the price with PFEIFER Structures GmbH in advance.
The risk and all additional costs resulting from Force Majeure, e.g. epidemic, pandemic, mobilization, warlike condition, embargo, strike, lockout, boycott, fire, riot, explosion, natural event, confiscation, lack of means of transport or energy shall be borne by the Customer.

3. Travel Costs

For travel to and from the place of performance PFEIFER Structures GmbH will invoice the 2nd class train ticket. For travel to and from the place of performance by car, the corresponding costs will be invoiced as mileage allowance. In case of air travel, PFEIFER Structures GmbH will invoice the fare for an economy class flight.
The Customer shall bear the transport expenses for luggage and tools of the Service Personnel.

4. Travel Time

Travel time is the time spent for arrival and departure, the way from the train station / airport to the place of performance/accommodation and back as well as for the procurement of accommodation at the place of performance.

5. Working Time

The working time is 8 working hours per day from Monday to Friday (normal daily working time) between 7 a.m. and 6 p.m., with 40 working hours per week (normal weekly working time).

Irrespective of the type of service compensation agreed, the Customer shall have to confirm to PFEIFER Structures GmbH the working time spent by signing the time sheets submitted by the Service Personnel. If the Customer does not sign the submitted timesheets within three days after submission of the timesheets, the records of the Service Personnel shall apply.
"Overtime" means hours worked in excess of the normal weekly working hours or the normal daily working hours. Overtime is permitted only when agreed by both Parties. Overtime shall in general not exceed the normal daily working hours by more than two hours, or the normal weekly working hours by more than ten hours.
"Night work" means hours of Services rendered between 8:00 p.m. and 6:00 a.m. on workdays.
"Sunday work" shall be the hours worked on Sunday or on other days of the week that are considered legal non-working days at the place of performance. "Work on public holidays" means the hours worked on public holidays at the place of performance.

6. Performance of Services / Acceptance

The Services will exclusively be carried out by the Service Personnel appointed by PFEIFER Structures GmbH. PFEIFER Structures GmbH is entitled to engage a third company to carry out the Services. Customer shall have accepted the Services by signing the time sheets submitted by the Service Personnel (Clause 5).

7. Obstruction of Services

If the Service Personnel are hindered in the execution of their Services for reasons not within the responsibility of PFEIFER Structures GmbH or if they are held back after completion of the Services for any reason, the Customer shall bear the expenses for the corresponding waiting time including the lodging costs. The same applies to travels that the Service Personnel has to undertake if the Services have to be interupted or the Services require further travelling.

8. Tools and Auxiliary Material

PFEIFER Structures GmbH shall provide its Service Personnel with the tools required for the execution of the Contract at the expense of the Customer. The Customer has to procure the tools for his assistants as well as lifting gear with sufficient carrying capacity including operating personnel, ropes, scaffolds, workbenches with vices, welding equipment, etc. at his own expense in due time; likewise lubricants, material for the foundations of the machines, the required electric current at a suitable voltage, water and other operating supplies. Furthermore, the Customer must provide a lockable room for the storage of small machine parts, tools and auxiliary material.

9. Assistant Staff

The Customer shall provide in due time and at its own expense all necessary auxiliary personnel in the required number and with the required qualification and, as required, also additional personnel and insure them against the consequences of accidents and sickness at its own expense in accordance with the applicable laws.
The additional assistant staff shall follow the instructions of the Service Personnel of PFEIFER Structures GmbH.

10. Liability of the Customer

The Customer shall take protective measures on site to prevent accidents. He shall bear full responsibility for accidents, consequences of accidents and damage to property caused by inadequate condition of the hand tools, scaffolding and lifting equipment as well as any other equipment and auxiliary materials provided by him, even if these were used by the Service Personnel of PFEIFER Structures GmbH without complaint.
The Customer shall be liable for all damage resulting from accidents or defective work caused by its personnel or auxiliary personnel provided by it or suffered in connection with the work, even if the management of the work is the responsibility of the service personnel of PFEIFER Structures GmbH. If considerations have to be taken into account during operation, the Customer shall expressly advise the Service Personnel respectively.

11. Liability of PFEIFER Structures GmbH

PFEIFER Structures GmbH shall be liable for damages for which PFEIFER Structures GmbH is shown to be responsible within the scope of the professional liability insurance it has taken out.
In the event of personal injury, the statutory provisions shall apply.
In the event of product liability damages, PFEIFER Structures GmbH shall be liable within the scope of the product liability insurance it maintains.
Liability for all damages resulting from the delay or interruption of Services, such as production downtime, loss of profit, loss of use, financial losses and other losses or consequential damages, shall be excluded.

12. Work instructed by third parties

Work assigned to Service Personnel by third parties may only be performed with the prior written consent of PFEIFER Structures GmbH

13. Taxes and Duties

are to be paid by the Customer. These taxes and duties are not included in the rates or costs quoted.

14. Complaints

PFEIFER Structures GmbH shall be notified immediately of any complaints regarding the performance or behavior of the Service Personnel.

15. Work Permits

Customer shall ensure that entry visas, work permits and all other necessary documents such as permits for overtime, night and Sunday work are obtained in good time. Such costs are to be borne by the Customer.

16. Start of Services

The engagement of the Service Personnel and its arrival date depends on the availability of the Service Personnel at the scheduled date, the granting of transit visas and the entry permits to be obtained by the Customer as well as on the receipt of the advance payments requested by PFEIFER Structures GmbH. It is also required that the state and accessibility of the place of performance allow the agreed start of the Services.

17. Sickness and Accidents

The Service Personnel is insured by PFEIFER Structures GmbH against sickness and accidents, according to German law. The payment of the travelling costs of the substitute will be agreed by the Parties. The Customer shall accommodate a sick or injured person in a hospital managed according to modern principles.
Should the sanitary conditions on site require particular protection measures against climatic or epidemic illnesses such as heat, malaria, etc. all costs incurred for such protection are to be borne by the Customer.

18. Price and Payment Conditions

Services shall be due and invoiced at the agreed fixed price upon completion of the Services or monthly on a time and material basis unless the Parties have agreed otherwise.
Invoices shall be issued on the basis of the working hours reported by the Service Personnel and in accordance with the agreed remuneration rates and shall be payable upon receipt without deduction.
These terms apply to normal working conditions. In the event of additional compensation has to be paid to the Service Personnel carrying out work under particularly difficult or dirty conditions or in shifts, these costs are to be invoiced separately.
In case of longer duration of the Services, the accrued compensation amount shall be invoiced every two weeks to cover the costs for the Service Personnel. The Customer shall make an advance payment or provide a bank security (e.g. bank guarantee or letter of credit) to cover the risk for the Services in advance. The Customer has to furnish this security at the latest four

weeks before the scheduled date of arrival of the Service Personnel.

19. Applicable Law/Dispute Settlement

Any contract based on these General Terms and Conditions shall be governed by Swiss Law. Unless otherwise agreed by the Parties any dispute, controversy, or claim arising out of, or in relation to, this Contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules:

- The number of arbitrators shall be one or three;
- The seat of the arbitration shall be Zurich, Switzerland;
- The arbitration proceedings shall be conducted in English language.