

1. Scope of applicability

- (1) Our Service Terms and Conditions shall apply to business dealings with businesses. They shall also apply to the performance of future services within the framework of a continuing business relationship.
- (2) In addition to these Service Terms and Conditions, our General Terms and Conditions of Business in the version valid for the time being shall also apply. Upon request, we shall provide these to the customer; they also can be found on our home page (www.kallfass.com).
- (3) Through availing himself of our services, the customer recognises both our Service Terms and Conditions and also our General Terms and Conditions of Business.

2. Charging rates:

- (1) Service hourly rates for regular working time (Mondays through Fridays 08:00 to 17:00 hrs):
For hours of working, waiting and travelling, the following hourly rates apply:

Service technician	75.00 EURO/hour
Engineer	95.00 EURO/hour

- (2) Hourly rates for times outside regular working hours.

a) Service technician	100.00 EURO/hour
Engineer	120.00 EURO/hour

b) **Work on Saturdays**

Service technician	150.00 EURO/hour
Engineer	180.00 EURO/hour

c) **Work on Sundays and/or on bank holidays:**

Service technician	200.00 EURO/hour
Engineer	240.00 EURO/hour

3. Travel expenses:

- (1) The travel expenses of the service personnel (including the cost of the transport and the transport insurance of the personal baggage as well as the tools carried or sent) will be charged having regard to the following provisions according to cost and expense. The travel expenses also include the costs for trips home to the family as laid down in the collective agreement terms where such trips fall in the period of the provision of the services, and also include the journeys necessary at the place of assignment by means of public transport or motor vehicle. The cost of any necessary telephone calls or telegrams shall be borne by the customer.
- (2) In case of journeys by car, the charge per kilometre driven is: 0.80 EURO/km
- (3) In case of journeys by public transport, the normal tariff will be charged:
 - d) up to 200 km 2nd Class
 - e) over 200 km and night journeys 1st Class
 - f) Night journeys (sleeper) 1st Class
- (4) In the case of air trips, the costs for normal tariff plus any airport and other fees will be charged.
- (5) If the service technician visits several installation sites on his trip, the travel expenses will be charged proportionately.

4. Subsistence allowances and accommodation

Germany:

- (1) Subsistence flat rate allowance per day of travel:
Service technician and engineer 20.00 EUR

- (2) Expenses for overnight accommodation are EUR 75.00 per night.

Other countries than Germany:

- (1) The costs depend upon the expenses arising at the place of assignment. However, as a minimum, the respective flat rate allowances applicable for tax purposes under German law are to be reimbursed.

5. V.A.T.

The statutory V.A.T. is to be added to the amounts quoted in these Service Terms and Conditions.

6. Payments

- (1) Our invoices are payable immediately following receipt without any deduction. The invoicing of our services will be made at our discretion either weekly, monthly or following completion of the work.
- (2) Rights of retention and set-off may only be exercised in relation to such counterclaims as are not disputed by us and are recognised or have been judicially determined and are final and legally binding.
- (3) The place of performance for all payments shall be our head office in Nürtingen.

7. Interruption of the performance

- (1) If the performance of our services is interrupted at the instigation of the customer, the costs accrued up until then will be invoiced. In addition, we also reserve the right to claim the extra costs arising from the interruption.
- (2) If the interruption takes more than six weeks, then we are entitled to withdraw from the contract and to claim compensation instead of performance amounting to 50% of the remaining remuneration to which we would be entitled in case of complete performance of the contract. The customer shall reserve the right to prove that the damages sustained by us are less. We shall reserve the right to prove that the damages sustained by us are higher.
- (3) If several return journeys of the service personnel are necessary due to the nature of the assignment, the customer shall bear the costs arising.

8. Co-operation of the customer

- (1) The customer shall ensure that the our services can commence immediately following the arrival of the service personnel and can be performed without any delays up until their completion. He shall render the necessary assistance in this respect.
- (2) The customer shall in particular take the necessary precautions for the protection of persons and property at the place of performance, shall ensure that proper working conditions are available and provide the necessary auxiliary personnel and aids.
- (3) If our service personal realises safety-related defects, then it is entitled to stop the services immediately. Para. 7 shall be effective then analogous. If possible our service personal will inform the person to turn to, acting for the customer and present at the place of performance, about such realised defects.
- (4) Should the customer fail to fulfil his obligations notwithstanding being called upon to do so, we shall be

entitled in his place to carry out at his cost the measures which were his responsibility

9. Tasks of the service personnel

- (1) The basis of the work of our service personnel shall be the contract placed with us. The service personnel is authorised, but not obliged, to carry out additional tasks requested by the customer.
- (2) Our service personnel is required to have the services performed certified by the customer upon completion of the works but at least once a week in the work sheet, and to provide a copy to the customer. The work sheets form the basis for the billing.
- (3) The service personnel is not authorised to make legally binding declarations. This also applies to commitments as to dates and periods of time for performance.

10. Performance of the services

- (1) The customer is obliged upon the completion of our services to satisfy himself as to the proper performance, and to certify this on the work sheet submitted by the service personnel. The customer shall record any complaints on the work sheet.
- (2) The customer may not raise complaints in relation to matters which were recognisable at the time of giving the certification in accordance with para. 1 if he does not record this in the work sheet.

11. Object of the Contract; Rights of the customer in the case of faults

- (1) Unless otherwise agreed or resulting from the circumstances, we owe the customer our work and services, and no specific success in the performance.
- (2) Irrespective of the legal nature of the contract, in the event of alleged faults in our performance, or complaints in relation to our work, the customer shall first give us the possibility of making rectification within a reasonable period of time, unless rectification measures are excluded or cannot reasonably be expected.
- (3) Should we, exceptionally, owe a specific success in performance, the provisions relating to the rights of the customer contained in Section IX of our General Terms and Conditions of Business shall apply accordingly.

Liability

- (1) Unless otherwise provided by these Service Terms and Conditions, claims of any kind by the customer for damages or reimbursement of expenses are excluded, irrespective of the legal grounds (hereinafter collectively referred to as "Claims for Damages"). We shall therefore in particular not be liable for any loss of profit or other economic loss suffered by the customer.
- (2) The exclusion of liability under para.1 shall not apply to damage
 - arising from injury to life, body or health resulting from at least a negligent breach of duty on our part for which we are responsible;
 - for which we are strictly liable under the Product Liability Act or
 - arising from at least a grossly negligent breach of duty by us or our servants or agents.
- (3) The exclusion of liability shall furthermore not apply to damage resulting from at least a negligent breach of a cardinal duty fundamental to the contract for which we are responsible, in so far as the achievement of the purpose of the contract is jeopardised by the breach. In the case of a breach of cardinal duty fundamental to the contract, our liability shall be limited to the foreseeable damage typical for the type of contract unless there has been wilful intent or gross negligence, or the damage results from at least negligent injury to life, body or health.
- (4) In so far as our liability is excluded or limited, this shall also apply to the personal liability of our staff, workers, employees, representatives and servants and agents.

12. Applicable law; Court venue

- (1) German law shall apply for the performance of our services even where they are provided abroad. The applicability of foreign law is excluded.
- (2) In business dealings with businessmen, the court venue for all disputes arising from contracts for services shall be our place of business. This court venue shall also apply if the customer has no general court venue inland. We shall, however, also be entitled to sue the customer at the court of his place of business or the place of performance.