

General Conditions for Technical Assistance, Assembly and Commissioning - EXPORT

1. PREAMBLE

These General Conditions are only applicable as a supplement to the General Conditions of Sale, for contracts which include work on-site.

2. AREA OF APPLICATION

These General Conditions will apply to any work carried out by our Technical Personnel.

- a) Construction (e.g. on-site assembly of machinery and/or equipment and/or plant supplied by us insofar as the machinery and/or equipment and/or plant are ready for function testing), and/or
- b) Commissioning (all the operations required from the start of the function tests until the machinery and/or equipment and/or plant are handed over to the customer) and/or
- c) Technical Assistance (points a) and b) above does not cover Technical Assistance such as the instructions and advice to the customer and/or its employees in the event that the customer itself carries out the operations stated in points a) and b). Technical Assistance also includes the instructions and advice concerning the operation, use and maintenance of the machinery and/or plant.

3. OBLIGATIONS

The Customer shall give us reasonable notice of the date on which the site will be ready for work to start and the date on which the Technical Personnel will be expected on site.

The Customer shall, at its expense, carry out in a professional manner any civil engineering or preparation work required for the proper provision of our services, and all the work not clearly stated in our estimate.

The Customer shall, at its expense, supply the water, steam, electricity, compressed air, gas, oxygen and coolant used on site and ensure that the machinery and/or equipment and/ or plant is in good condition.

Unless specified to the contrary, the Customer shall, at its expense, supply all the equipment, tools and auxiliary gear which we consider necessary for the proper completion of operations, such as, but not restricted to, lifting equipment and cranes, welding and grinding machinery, sufficient heating and lighting for the premises, insulation and scaffolding.

The Customer shall organise matters in such a way that the Technical Personnel receive any visas, entry permits, work permits or certificates required in the Customer's country by the date necessary to enable them to access the site.

If we so request, the Customer will be required to provide any assistance necessary to complete the customs formalities concerning the import and re-export of the equipment and tools supplied by us and excluding any tax or duty.

The total of any taxes or social security contributions relating to our activity which may be charged to our Company or our Technical Personnel by the Customer's Country will be charged to the Customer in full.

4. WORKING HOURS, REMUNERATION

In the event that the Customer does not fulfil its obligations by the required deadline, we reserve the right to hold the Customer responsible for any costs incurred by this delay and to claim damages.

Our obligations under this contract presuppose a 35-hour working week, spread over 5 days, unless agreed to the contrary, and not exceeding 10 hours per day, including travel time between the site and the accommodation.

"Public holidays" means days not usually worked on site.

Any waiting time or overtime not provided for in the contract, whether requested by the Customer or due to the Customer's failure to fulfil its contractual obligations or to any other event which is not our responsibility, will be invoiced to the customer as normal working hours or overtime, as necessary, at the rates specified in our estimate.

5. CHANGES OF TECHNICAL PERSONNEL

We reserve the right to change our Technical Personnel, on our own initiative.

6. SUSPENSION OF WORK

If work has to be suspended for a reason for which we are not responsible:

- a) The Customer will have the right to ask us to send back our Technical Personnel.
- b) We will have the right to remove our Technical Personnel from the site in the event of a suspension of work lasting more than 10 working days.

In such case, and whether or not our Technical Personnel is withdrawn from the site, all expenses resulting from this interruption of work and any costs involved in the return to the site will be re-invoiced to the Customer. In addition, the performance of the contract will be suspended until the Customer requests work to start again on the site by giving us a minimum of 10 working days' notice if our Personnel has been withdrawn from the site. The deadline for the performance of the contract will be extended by the period during which work is suspended.

If a delay occurs in the operations for which we cannot be held responsible, all expenses such as Technicians' hours, additional travel, accommodation and subsistence will be borne by the Customer.

If the suspension of work lasts for more than 90 days, we will have the right to terminate the Contract by notifying the Customer in writing, without prejudice to us regarding any of its rights which run to the end of the Contract.

7. LOCAL REGULATIONS AND LAWS, SAFETY MEASURES

The Customer shall offer all necessary assistance to ensure we are fully informed as regards local laws and regulations applicable to the work carried out.

The Customer shall send us details of the safety measures it imposes on its own employees and bring its internal rules and regulations to the notice of our Technical Personnel. We shall ensure compliance by our Technical Personnel with these rules and regulations.

Should our Technical Personnel breach any of these safety regulations, the Customer shall inform us immediately in writing.

The Customer shall inform the Technical Personnel of the conditions under which the Contract is to be performed and in particular of all the specific hazards and risks which may be encountered on the site and during the handling of any equipment or tools provided by it.

The Customer shall agree, as far as possible, to any request made by the Technical Personnel concerning the putting in place of additional safety measures and equipment.

8. LABOUR SUPPLIED BY THE CUSTOMER

We reserve the right to test the professional competence of this labour (auxiliary) and to reject this personnel if we consider it necessary. Should this occur, the Customer shall replace this personnel with other workers who have the required skills.

The Customer's personnel responsible for the commissioning operations or for assisting us with the commissioning, will be trained by us during the commissioning process, if such training forms part of our contractual obligations.

We will under no circumstances be responsible either for the personnel provided by the Customer or for their actions or omissions, even if such personnel is working under our instructions.

9. OFF CONTRACT WORK

Under no circumstances shall the Customer use our Technical Personnel for any work other than that specified in the Contract.

10. LIABILITY

We cannot be held liable for any indirect damage and/or consequential loss which may result from the performance of the contract.

11. GUARANTEE

We guarantee the proper execution and the professionalism of the work and/or the services ordered by the Customer. This guarantee includes and is restricted to the repeat provision of the work and/or the services free of charge, once a requirement has been established jointly by the Customer and ourselves.