

General Conditions of Installation and Commissioning (Technical personnel = fitters, technicians and engineers)

At the Buyer's request the services of technicians and engineers, hereafter called 'technical personnel' will be made available by the Seller, whereby the Buyer expressly accepts the following terms and conditions.

1. Technical Personnel

This term applies to all skilled and/or graduated members of the Seller's technical staff, employed in the installation and/or commissioning of the machinery, the choice being left to the Seller's discretion.

2. Working hours, Wages, Daily Allowances and Travelling Expenses

a) Installation wages are charged for the hours actually worked. Both the daily and weekly working hours will be agreed upon between the Buyer's and the Seller's technical personnel. Principally they are based on the legally fixed, normal working time of the country where the installation/commissioning is carried out. Wherever they exceed the normal, usual and contractual working time of the Seller's country they will be charged as overtime.

b) Travelling hours on regular working days will be charged at the normal wage rate without any additional charge of the overtime. Travelling hours on Sundays and public holidays will be paid for by the Buyer at the additional rate stipulated. If the technical personnel starts working immediately after arrival from a journey, the travelling time exceeding 4 hours is considered as working time.

When travelling by car, the travelling time will be charged as working time.

The technical personnel has been advised to take a lodging, if possible in the surrounding area of the site, if the transportation time from and to the lodging takes more than one hour per day, the exceeding time will be charged for the technical personnel as working time. Any travelling expenses will be to the debit of the Buyer.

Any working hour or waiting hour (overtime) beyond the normal, standard working time will be subject to an additional charge. If upon the Buyer's request the technical personnel will have to work overtime, this will have to be agreed upon between the Seller and the technical personnel. There will be an additional charge for every hour worked on a Sunday, a public holiday or during the night. Public holiday to be paid for are those included in the union agreements being in force at time of installation/commissioning. The hourly wage rates are based on the presently applicable union pay scale. Any change in this will accordingly effect the hourly wage rates.

c) During the time of installation/commissioning including travelling days and waiting time, the Buyer will pay to the technical personnel an allowance which is due in advance weekly in full for boarding/lodging and additional expenses.

The allowance will also be paid for days without work, i.e. Sundays, public holidays, waiting time. For travelling days this allowance will be reduced 50% if travelling started after 12 a.m. or ended before 12 a.m.

If proof should be given by the technical personnel that the allowance is not sufficient an adequate rate will be agreed upon between the Buyer and the Seller. Allowance will also be charged and claimed in case of illness or accident causing absence from work, the duration of which being subject to an agreement between the Buyer and the Seller.

d) It is understood that the Buyer will pay the technical personnel's return fare to and from the erection site from the Seller's country, including cost of transportation of the technical personnel's tools, luggage and other additional expenses. The technical personnel is entitled, at the Buyer's expense, to travel home for the Easter, Whit Sun, Christmas and New Year holidays, in case of extended installation/commissioning working periods abroad the technical personnel is entitled to a home visit at three monthly intervals at the Buyer's expense.

e) In the event of a member of the technical personnel falling sick, the Buyer will arrange for the necessary medical assistance and, if necessary, for the transfer to an adequate and suitable hospital, at the same time informing the Seller or the Seller's agent accordingly. The Buyer will advance any ensuing medical and hospital expenses, which will be returned to him by the Seller on presentation of the corresponding bills.

3. Payment for Installation/Commissioning Work

a) The installation/commissioning work will be invoiced on its completion or at monthly intervals in case of extended and longer working periods.

b) The Buyer will confirm to the Seller's technical personnel in writing the completion of the installation/commissioning work and will also sign the technical personnel's weekly working reports.

4. Insurance, Taxes and Similar Dues

a) The Seller will pay all fees due for health insurance, trade associates and other insurance payable at the permanent residence of the Seller's technical personnel.

b) The Buyer will pay any taxes or other dues payable in this country for the wages, allowance, etc. of the Seller's technical personnel.

c) The allowances, etc. agreed upon will be paid by the Buyer to the Seller's technical personnel without any deductions. Any taxes and other dues payable in the Buyer's country on the payments to be made to the Seller's technical personnel will be to his debit.

d) In case the laws of the Buyer's country do not allow full payment of the amounts due the Seller or the technical personnel without any deductions, then these amounts will be increased accordingly to ensure that both the Seller and the technical personnel will receive the full net amounts, due to them, without any deductions.

5. Miscellaneous

a) The Buyer undertakes to assist the Seller's technical personnel in finding suitable accommodation.

b) The Buyer undertakes to make available and take care of in good time at his own expense and risk

1) Assistant labour and, if required, also bricklayers, carpenters, mechanics and other skilled labour sufficient in number to meet the supplier's or his personnel's requirements.

2) All earth moving, foundation, building and scaffolding work including the necessary materials.

3) Any tools, handling and lifting equipment, lightning, heating and energy up to the site as well as sundry auxiliary materials such as oil, timber, sealing and cleaning materials, coal and the like required for the installation and commissioning.

4) Lockable, weather-protected premises with adequate lightning for storing machine parts, materials, tools and clothes in the immediate surroundings of the site.

5) Adequate safety measures at the site to protect the personnel against accidents.

c) To ensure that the installation can be started and carried out without delay and interruption immediately after the personnel's arrival, all the equipment required for the erection including the machines supplied will have been transported by the Buyer into the fully completed and prepared premises. All preliminary work, especially foundations and service mains must have been completed.

d) In case the installation is delayed without the Supplier's fault, any costs resulting from waiting times and necessary additional travelling by the personnel will be to the Buyer's debit. The same if without the Supplier's fault the equipment supplied cannot be put into operation or used immediately after completion of the installation.

6. Test and inspection

It is Buyer's obligation and responsibility to have the installation of the equipment checked and tested immediately after its completion has been reported followed directly by a test run if the latter has been stipulated in the contract.

7. Supplier's liability

The Supplier is responsible, to the exclusion of any other claims, (especially in respect of damages) for the proper assembly of the goods and undertakes to eliminate any assembly faults disclosed and made known by the Buyer within six months after completion of the assembly work provided always that such faults can be proved to have been due to neglect on the part of the Supplier and his employees. The liability period for faults is shortened by two months if the daily operation time of the plant amounts to more than 8 hours.

The Supplier's liability does not cover:

a) any faults due to circumstances brought by the Buyer

b) any work beyond the scope of the Supplier's supplies and services carried out by the fitter at the Buyer's request

c) auxiliary labour not provided by the supplier

d) non-observance of operating instructions

8. Installation Times, Limits and Risks

a) Time limits in respect of the installation work given by the Supplier shall be considered binding only if such time limits have been expressly specified as such.

b) The Buyer assumes all risks in connection with the installation work.

9. General Conditions

Unless otherwise provided for in the "General Conditions of Installation and Commissioning", the mutual rights and obligations of the Buyer and the Supplier's "Standard Conditions of Sales and Delivery" are valid. The same applies to the place of jurisdiction and the law to be applied.