

Commissioning conditions I 15

1. Commissioning

For commissioning we basically deploy engineers, if necessary, we can additionally make available assembly staff as commissioning assistants with special calculation. For sending engineers the daily and expense rates mentioned in the offer or order confirmation are calculated in addition to the travelling expenses.

1.1 Daily rate

The daily rate only includes the costs for the working time expenditure within the normal working time from Monday to Saturday, for 8 hours per day and 40 hours per week. Travelling and waiting times are based on the same daily rate.

1.2 Waiting time

If a lump sum was agreed for the commissioning, the waiting time for the engineers that has not been caused by our fault will be separately invoiced.

1.3 Daily expenses

As expense rate to compensate the expenses for accommodation and catering we calculate for each calendar day of absence from our factory, which means also for Sundays, holidays and waiting days, the amount mentioned in the offer or order confirmation. If the accommodation expenses exceed 50% of the expense rate, the customer carries these additional expenses.

1.4 Travelling costs

For the arrival and departure the starting or destination point are our company headquarters in Berlin. We calculate flight costs business class, railway costs first class including extra charges, luggage, tool and measuring device transports as well as the correspondingly incurring costs for the transport on the spot without any additional charge. If company or private vehicles are applied, we invoice the driven kilometers in addition to the kilometer rate mentioned in our offer or order confirmation.

2. Ancillary services at the expense of the customer

- Special measuring and analyzing devices, if there are no other agreements
- Dry, heated and lockable rooms for the placing of measuring instruments, if these are provided by the Silica Verfahrenstechnik GmbH for the commissioning
- required assistants and tools if there are no other agreements.

3. Liability

With regard to the engineers made available by us, we are liable for the proper commissioning of the parts delivered by us. Damages that are caused by assistants of the customer as well as consequential damages of each type are excluded from our liability if they cannot be traced back to intention or gross negligence. Our liability is restricted to our scope of delivery.

4. Payment conditions

In case of longer duration of commissioning, we reserve ourselves the right to submit monthly partial invoices. Commissioning invoices are due independently from other payment agreements, respectively at once after receiving the invoice without any deduction. Restraint of payment or its offset is not permitted. Objections against previously mentioned conditions have to be made before the beginning of work, complaints with regard to our invoice have to be made immediately after receiving the invoice.

5. Place of fulfilment and place of jurisdiction is the head office of our company.

Silica Verfahrenstechnik GmbH