General conditions for delegation of service personnel of Piller Blowers & Compressors GmbH

For the delegation of personnel for consulting, assembly, start-up and repair work we will charge the following rates. Valid beginning January 1st until December 31st 2020

1. **Hourly rates for external working**
   1.1 For technicians € 85,--
   1.2 For service technicians and welders, up to 8 hours a day. € 109,--
   1.3 For system specialist and design engineers € 130,--
   1.4 Preparation- and travel time € 89,--
   1.5 If more difficult conditions aren’t avoidable, e.g. work in the underground, very dirty, extremely high temperatures, heights above 25 m, we reserve the right to agree corresponding allowances.

2. **Daily rates for service technicians for work outside our factory, including waiting times on the construction site**
   2.1 for work within Germany Monday - Friday € 1150,--
   2.2 for work within Germany Saturday, Sunday € 1586,--
   2.3 for work within Germany on public holidays € 2022,--
   2.4 for work outside Germany Monday - Friday € 1272,--
   2.5 for work outside Germany Saturday, Sunday € 1708,--
   2.6 for work outside Germany on public holidays € 2144,-
   2.7. The daily rates include 9 hours on site incl. 1 hour break, measuring tools (vibration meter and shaft alignment device), hotel and release.
   2.8. Accrued overtime (from the 9th commenced working hour) will be charged with € 109,-- plus appropriate surcharges (4.).
   2.9. All work outside of Europe shall be invoiced at a daily rate plus additional overtime.
   2.10. If difficult conditions, such as working underground, heavy dirt accumulation, abnormally high/low temperatures, working at heights, etc., are encountered, the contractor shall be entitled to charge for these. are unavoidable, we reserve the right to charge extra fees.

3. **Hourly rates for working at our factory**
   3.1 repair dismounting / mounting € 109,--
   3.2 Test bay € 109,--
   3.3 For system specialist € 130,--
   3.4 For design engineers € 130,--
   3.5 For draughtsmen € 109,--

4. **Additional rates for overtime, weekends and holidays**
   4.1 Overtime for the first two hours + 25 %
   4.2 For each further beginning overtime hour + 50 %
   4.3 For night-work from 8:00 p.m. to 6:00 a.m. additional + 25 %
   4.4 For Saturday and Sunday work + 50 %
   4.5 For legal holidays acc. to the general wage agreement resp. + 140 %
Surcharges will be charged for work outside the regular working hours as above. The regular working hours are defined as follows:
Work outside the factory: Mon-Fri, 08:00-17:00 (incl. 1 hour break)
Work within the plant: Mon-Fri, 07:00-16:00 (incl. 1 hour break)

5. Daily allowance for external overseas work
5.1 Daily rate for service technicians, depending on country: €_____

6. Overnight stay costs
For overnight stays the hotel costs per each overnight stay acc. Expenditure

7. Travelling costs, usage of company cars, within Europe
7.1 Mileage for service car acc. expenditure € 0,95/km
7.2 Taxi, railway acc. expenditure
7.3 Journey by air acc. expenditure
   - journeys by air below 6 hours total flight time will be accomplished in “Economy Class”
   - journeys by air from 6 hours total flight time will be accomplished in “Premium Economy Class”, “Economy Plus” or comparable.
   - journeys by air with 10 or more hours total flight time will be accomplished in “Business Class”

8. Additional work requirements at site / Additional rates for external work
8.1 Will be invoiced acc. to expenditure, plus 25% for providing costs etc.
8.2 Daily allowance acc. expenditure
8.3 Overnight stay costs acc. expenditure
8.4 Measuring instruments (vibration analyser/ balancer, alignment tools) each / per day € 100,--
8.5 Special tools (e.g. hydraulic tools) each / per day € 100,--

9. Worker postings within the EU according to Directive 96/71/EC
All trips within the EU are registered in the country of destination in accordance with Directive 96/71/EC.
For all trips within the EU, A1 certificates are requested as part of the posting.
9.1 Flat rate for postings within the EU according to Directive 96/71/EC:
Per trip / per posted person € 250,00

10. Visa costs / work visas
10.1 Visa costs are calculated according to expenditure with a handling surcharge of 25%.

11. Other documents
11.1 Other documents requested by the customer will be charged on a time and material basis with a handling surcharge of 25%, but at least € 120,-- per document.

12. Packing cost
12.1 Will be invoiced against previous agreement or acc. to expenditure

13. Freight
13.1 Our prices are ex works
13.2 If the client requires carriage free delivery, freight is calculated plus cartage etc..
14. **External labour**  
14.1. Will be invoiced acc. to expenditure, plus 25% handling charge

15. **Additional costs**  
15.1 Additional costs like telephone and other additional job-related costs will be invoiced against evidence

16. **Value added tax**  
16.1. All prices are subject to the statutory value-added tax which is shown separately and which is fixed by law on the day of invoicing.

The following general assembly conditions must be observed when carrying out assembly work:

17. **Working conditions / assistance by others**  
17.1 The customer takes care that the work doesn't take place in dangerous or unhealthy environment. Otherwise he has to take care for adequate protection. He informs our staff about existing restriction and accident prevention. He informs us in case of non-observance.

17.2 The customer provides transport and lifting devices as well as necessary tools and devices, welding aggregates, water, power supply and if required pressure air on the job-site free of charge.

17.3 The job-site is prepared regarding required connections and foundations at arrival of our staff.

17.4 Suitable lounges and lockable boxes for clothing and tools are available.

17.5 The customer provides suitable assistance and the necessary time free of charge. The responsibility for assistance staff is left at the customer's risk.

17.6 Waiting time caused by the customer is considered as working time and will be invoiced like this.

17.7 If assembly work is delayed due to processes for which Piller is not responsible, assembly work shall be extended accordingly. Any costs arising from this shall be borne by the customer.

17.8 The working time carried out by our service staff as well as the scope has to be confirmed by the customer. This is also necessary in case of warranty. In other cases the reports of our staff are valid.

18. **Terms and conditions**  
18.1 We provide our services based on our general terms and conditions of service contracts of the company. Piller Blowers & Compressors GmbH and these general conditions to be found on our homepage.

18.2 All payments shall be made immediately after invoicing without any deduction. Price changes resulting from detectable cost increases we reserve the right.

18.3 For public contracts exclusively market prices are based according to § 4 VO PR3O / 53, respectively according to §7 VO PR3O / 53 (cost price with fixed charge rates and fixed surcharges). At cost price might detailed prices reported in detail can be offset and extremely limited in their entirety.

19. **Place of performance and jurisdiction**  
19.1 Place of performance and jurisdiction is Göttingen