

## General Conditions for Servicing (2016)

CBG undertakes to install products supplied by us subject to the following terms.

### 1 Prices and payments

- 1.1 Installation costs will be accounted subject to the man-hours involved unless otherwise agreed.
- 1.2 The cost of providing installation personnel will be based on the rates agreed. We shall be entitled to adjust said rates accordingly in case that wages, allowances or social security payments increase prior to the end of the installation work.
- 1.3 In case CBG is providing tools or machines, for instance vulcanizers, then the buyer shall be liable for theft, loss and damage occurring in transit and on the construction site. The vulcanizing equipment has to be returned by the customer immediately after end of works, free of charge.
- 1.4 In accounting the installation cost, CBG shall be entitled to issue monthly invoices in part. For the purpose of accounting, the customer shall attest the man-hours worked and give the installation supervisor a written confirmation after the execution of the installation. The invoices shall be payable immediately on receipt without deduction. The retention or setoff of payments shall not be permissible. Voluntary payments in cash or in kind or other allowances the customer makes to the installation personnel shall be disregarded in the accounts if not agreed with CBG in writing.
- 1.5 Raw materials and materials supplied by us and used during the course of the installation will be charged for at the current prices.

### 2 Preparation and execution of the installation

- 2.1 The customer shall be obliged to assist our personnel with the preparation and execution of the installation free of charge. The customer shall particularly undertake to perform the following at his expense:
  - a) ensure connection of the installation equipment and provide a workmanlike power supply to the installation site conforming to VDE standards or local safety rules;
  - b) provide all other devices and materials, such as winches, hoisting gear, ropes, power, heating and lighting, required for the installation;
  - c) make available dry and lockable rooms of adequate size close to the installation site for the storage of materials, tools, vulcanizing equipment, etc.;
  - d) provide auxiliary personnel required for the installation work, start-up of operation and possible subsequent jobs corresponding to our request or as agreed upon, and in a number to be determined prior to the start of work. The auxiliary personnel shall remain to be employees of the customer. The customer shall ensure that the instructions of our installation supervisor are observed. The installation supervisor shall be entitled to demand replacement of unusable persons.
- 2.2 Irrespective of the circumstance that our installation personnel is insured against illness and accidents,

the customer shall take all the protective measures necessary to prevent the occurrence of accidents and illness at the installation site. Said measures shall include, above all, the free of charge provision of the following:

- a) scaffolding and covering in conformity with the rules for the prevention of accidents;
  - b) protective clothing, protective masks, goggles, aprons, etc. as required;
  - c) tarpaulins if the work is to be performed outdoors under adverse weather conditions;
  - d) lockable and heatable rooms to stay and to wash in.
- 2.3 The customer shall make all preparations in good time so that the installation can be started and carried out efficiently on arrival of the installation personnel. Stringing the belts is not the job of our personnel but falls to the customer. Claims for damages the customer makes against us, our legal representatives, vicarious agents or employees in connection with our consulting activity shall be excluded if we, our legal representatives or executive employees have not acted maliciously or with culpable negligence. Our liability and that of our legal representatives, vicarious agents and employees shall be excluded in all cases of damage caused due to slight negligence.
  - 2.4 The buyer shall ensure the required free access to the plants to carry out servicing.
  - 2.5 The transport of the parts supplied to the installation site and unloading as well as storing the material shall be for the account and at the risk of the customer even if our installation personnel is engaged to supervise the transportation. The buyer shall bear the risk of the accidental destruction and accidental impairment of the parts supplied also during the installation.
- ### 3 Duration of servicing
- 3.1 The duration of servicing is essentially dependent on the conditions at the installation site and the assistance rendered by the customer.
  - 3.2 Our personnel shall be given the opportunity to work beyond the normal working time if this is deemed necessary by them. The customer shall be obliged to take all measures becoming necessary on account of the extension of the working time. This includes, among other things, obtaining official permissions and issue of certificates.
  - 3.3 All statements regarding the duration of the installation work are only approximate and non-binding. Our personnel carries out the work as quickly as possible. However, if deadlines stated are exceeded, the customer shall not be entitled to claim damages, withdraw from the contract or deviate from the terms of payment agreed upon.
  - 3.4 Working periods or extended working times as well as resulting additional travel times of the installation personnel shall be for the account of the customer unless the customer proves that interruptions or delays of the installation are CBG's fault.

#### 4 Acceptance

- 4.1 The customer or his representative shall inspect every job after completion. A corresponding acceptance certificate is to be issued to our representative immediately.
- 4.2 Following the acceptance, the risk and care for the operational arrangement of the plant shall be transferred to the customer unless the risk has been transferred to the customer already before.
- 4.3 The buyer shall not be entitled to refuse the acceptance of the item of servicing unless a fundamental deficiency is involved and if CBG has declared to be prepared to eliminate the deficiency concerned.
- 4.4 If the acceptance is not effected following the installation works, the item supplied and the installation shall be deemed accepted on the day of departure of our service personnel. If the presence of our personnel is requested again for handing over, then all resulting costs shall be for the account of the customer.

#### 5 Liability

The statutory provisions regarding liability applying to either of the contracting parties, shall be subject to the following restrictions:

- 5.1 We assume liability for a workmanlike installation by our service personnel only to the effect that deficiencies of installation due to negligence on our part and noted within six weeks after the acceptance will be rectified by us free of charge. We are not responsible for work done by our personnel at the request of the customer but without CBG's knowledge.
- 5.2 The buyer shall grant us time required and opportunity to carry out all modifications we deem necessary and to supply replacement material. If the buyer refuses this, we shall be discharged from the express warranty. The express warranty shall be void also in cases involving damage caused by normal wear or improper treatment, and also if the due payment has not been effected.
- 5.3 The customer may demand a reduction of payment or, at his discretion, the cancellation of the contract when finding that the installation has been carried out in improper manner. Any other claims, especially claims for damages of any kind, shall be excluded.
- 5.4 All claims for damages the customer lodges against CBG, our legal representatives, vicarious agents and employees, shall be excluded, irrespective of the kind or legal reason - for example on account of negligence on signing the contract, positive breach of contract, wrongful acts, equalization among joint and several debtors - if CBG, our legal representatives or executive employees are not to be held responsible for malice aforethought or culpable negligence. Our liability and that of our legal representatives, vicarious agents and employees shall be excluded in all cases involving damage due to slight negligence.
- 5.5 Our total liability for damages caused by the requested installation works or supervision shall be limited to EUR 50.000.

#### 6 Concluding Provisions

- 6.1 Hamburg, Federal Republic of Germany, shall be the place of performance and venue with regard to all disputes arising from the contract.
- 6.2 The customer shall not be allowed to transfer his contractual rights to any third party without our express consent. All supplies made shall be subject to CBG General Terms and conditions (2016).
- 6.3 Terms of the customer in contrast to our terms shall not be binding for us, also if they are used as basis of the order and if we do not expressly object to them or if the customer has excluded the necessity of an objection against our terms in his order. The acceptance and execution of the order shall not imply an acknowledgement of the terms of the customer; though our General Terms for Servicing shall be deemed acknowledged by the customer if he employs our servicing personnel, and that also if there is no confirmation in writing.
- 6.4 The laws of the Federal Republic of Germany shall apply exclusively.

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