

GENERAL SERVICE CONDITIONS

EUROPE

The following conditions shall apply for the performance and billing of erection supervisors and engineering services.

Date: January 2019

A Daily rate / normal working hours

The daily rate shall be billed as specified in MARTIN's price list, section A 1, for normal working hours. Normal working hours are listed below.

- 8 hours on Mondays to Thursdays, and
- 5 hours on Fridays.

If fewer than 8 hours are worked in a day, the normal hourly rate as specified in MARTIN's price list, section A 2, shall apply for each hour worked or part thereof.

The hourly rate specified in MARTIN's price list, section A 2, shall also apply to preparatory work, waiting periods and travelling time.

B Overtime hours

In addition to hours worked at the normal rate, overtime hours worked shall be billed at the rate specified in MARTIN's price list, section B 1 to 4. Overtime rates shall not apply to travelling time.

C Travelling expenses

Food and accommodation costs

- A flat rate shall be charged for each calendar day of service, beginning on the day of departure (from the workplace or place of residence) and ending on the day of return. Refer to MARTIN's price list, section C 1.

Transport costs

- The means of transport used for outward and return journeys shall be determined by MARTIN.
- Travelling time shall be billed in addition to hours worked.
- The time required for travel by car is calculated on the basis of an average speed of 70 km/hour.
- Travel by car shall be billed at a kilometre rate as specified in MARTIN's price list, section C 2.
- Car rental costs shall be billed as incurred.
- Costs for air travel shall be billed at the business class rate. Costs for rail travel shall be billed at the 1st class rate including all supplements. Transport costs to and from the airport or train station and parking fees shall be billed in accordance with the kilometre rate specified in MARTIN's price list, section C 2, or as incurred.

D Customer obligations

The customer shall make the following available in good time and free of charge.

- A suitable room that can be locked for the storage of controlling instruments, measuring devices, machines and tools.
- A workroom / recreation room (with heating) including washing facilities, desk, telephone and a facility for the safekeeping of work-related items and personal possessions.
- The requisite number of auxiliary staff as well as all materials and tools that may be needed.
- Constant supervision of the construction sites, in particular of the storeroom and recreation room, including during breaks.

Costs and downtimes arising as a result of work interruptions beyond the control of MARTIN shall be billed as set out in sections A to C. This also applies if MARTIN's employees are recalled from site during these interruptions because no alternative work is available on site.

The customer shall confirm the total number of hours worked and entered on the weekly time sheet submitted.

All prices in the attached list are net. Statutory VAT shall be payable at the applicable rate. Payment is due immediately in full and without deductions on receipt of invoice. Offsetting of invoices against each other is not permitted.

E Liability for defects

MARTIN shall be liable for professional performance of the work commissioned. In the event of inadequate performance, the customer shall be entitled to remedy of defects by MARTIN. Liability for consequential damage is defined in section G.

F Liability

With regard to the work commissioned, MARTIN shall be liable for claims for damages submitted by the customer or third-parties to the extent defined in its liability insurance. No further liability shall be accepted by MARTIN. The customer shall exempt MARTIN from all further claims by third parties.

MARTIN shall not be liable for additional services performed that are not related to the work commissioned or that are performed at the request of the customer.

MARTIN reserves the right to have subcontractors perform the work commissioned.

G Permits

It is the sole responsibility of the customer to obtain any authorizations needed in order to perform the work commissioned.

H Jurisdiction and venue

German law shall apply. The place of jurisdiction shall be Munich.

MARTIN GmbH
FÜR UMWELT- UND ENERGIE TECHNIK
Leopoldstr.246, D - 80807 München,