

**ASSEMBLY & WORKING HOUR STANDARD CONDITIONS  
(DC Group Companies)**

**1.**

**Rates from 2016**

- 1.1** On the basis of a weekly working time of 37 hours or 7.4 hours/day and 5 days/week from Monday to Friday respectively, the following rates per hour will be invoiced for every working hour:

		Fitter	Service Technician	Engineer & Consulting	Lawyer & Contracting
1.	Standard hour rate	EUR 98,00	EUR 148,00	EUR 198,00	EUR 420,00
2.	Rate	EUR 119,00	EUR 178,00	EUR 238,00	EUR 440,00
3.	Rate	EUR 199,00	EUR 298,00	EUR 398,00	EUR 520,00
4.	Rate	EUR 249,00	EUR 348,00	EUR 448,00	EUR 648,00
5.	Rate	EUR 299,00	EUR 438,00	EUR 589,00	EUR 898,00

**1. Standard hour rate**

This rate will be invoiced for the daily working or travelling time respectively of 7.4 hours.

**2. Rate (extra hours)**

This rate will be invoiced for extra work on working days from Monday to Saturday until 20 h, which exceeds the daily working time of 7.4 hours.

**3. Rate (work at night and on Sundays)**

This rate is based on the following:

- a) Extra work exceeding the daily working time of 7.4 hours on working days from Monday to Saturday after 20 h.
- b) Work on Sundays without time limit.

**4. Rate (work on public holidays)**

This rate applies to work done on public holidays, which fall on Sunday.

**5. Rate (work on public holidays)**

This rate applies to work affected on public holidays, which fall on a working day from Monday to Saturday.

The official regulations for national holidays of the assembly site apply to public holidays.

- 1.2** Time spent for journeys to and from place of operation, from and to lodging and from and to assembly site, as well as, if applicable, transports made in connection with the assembly works will be invoiced according to the above rates and will be brought to the client's account together with the kilometres covered (please see 2.2).
- 1.3** Interruptions during journey to assembly site as well as waiting times which are beyond our responsibility will be invoiced as well.
- 1.4** The same applies to the hours spent for preparatory works. By these hours we understand e.g. time spent by the fitter for procuring spare parts, special tools, assembly devices etc. The time spent for procuring lodging, for accepting the assembly order and for clarifying all technical details etc. will be invoiced as working time.

## **2. Travelling expenses**

- 2.1** The travelling expenses to be paid for the most convenient means of transport (travelling expenses/time) will be invoiced according to the actually resulting costs. We reserve the right to take the corresponding decision.
- 2.2** The following amounts/rates per kilometre covered apply to the use of a car and/or lorry:

Rate invoiced for	car:	EUR 1,10/km
	lorry:	EUR 1,50/km
- 2.3** Travelling expenses to be paid for food and beverages will be invoiced according to the costs actually paid, unless an allowance for covering these expenses is paid. We will furthermore invoice the costs for the necessary board and lodging. All other expenses to be paid in direct connection with the assembly will be invoiced on the basis of the data given and receipts presented by the fitter. This applies especially to telephone-, visa-, passport- and vaccination fees etc.

### **3. Allowance**

**3.1** The allowance per calendar day including travelling days amounts to:

EUR 90,00 / day

**3.2** The allowance will also be invoiced for the time of incapacity for work at the assembly site caused by illness or accident.

### **4. Invoicing**

**4.1** Invoicing is based on the assembly certificate of our fitter. Our fitters have been instructed to keep the assembly certificate up to date. Among others, the working time and the works carried out as well as, if applicable, the kilometres covered will be entered in the assembly certificate.

**4.2** The client will confirm the correctness of these entries by signing the certificate once a week.

**4.3** If the fitter sees various clients on one tour, the costs for travelling time, allowance, lodging etc. will be shared among the clients concerned. Such a distribution of costs will be based on the assembly hours required for the respective client on the one hand and, on the other hand, on the distance of the assembly site of the respective client from the fitter's place of operation.

**4.4** After the assembly works have been terminated, the client will be obliged to accept and verify same as soon as he has been informed of the termination of assembly. Acceptance is made by signing the assembly certificate or the minutes of acceptance. Acceptance will be regarded as granted, if acceptance has not been confirmed by signature within one week after termination of the assembly works.

**4.5** Our invoices are payable immediately after receipt without any deduction. Retention of payments is inadmissible, unless we have explicitly (in writing) acknowledged the counter-claims raised. Any balancing is excluded.

**5. Assistance by client**

- 5.1** The client is obliged to assist the assembly personnel at his own expenses at the assembly works. This applies especially to providing, if necessary, aids, heavy tools and dressing tools as well as operational material.
- 5.2** The client will be in charge of transporting the plant parts to the assembly site.
- 5.3** Locker rooms as well as sanitary facilities must be placed at the disposal of our fitter for storing the assembly tools and material and for protecting them against possible loss.

**6. Guarantee**

- 6.1** After acceptance of assembly we will be responsible for all assembly defects which are discovered within 6 months after acceptance, excluding all other claims of the client in that way, that we will repair the defects. The client must inform us immediately after having noticed a defect.
- 6.2** Responsibility will not apply, if the client has carried out modifications or repairs without having obtained our written approval in advance.
- 6.3** Any claims for compensation are excluded. The same applies to consecutive damages resulting from the assembly works.

**7. Other conditions**

- 7.1** The above conditions will be supplemented by the corresponding legal regulations.
- 7.2** Wage agreements and/or amounts of allowance taking effect before termination of assembly will change the above assembly rates and allowances correspondingly.
- 7.3** If, due to incapacity for work, the assembly personnel has to be replaced, all costs arising in this connection will have to be paid by the client.

The prices and rates have been calculated without value added tax.