

## GTIC – General terms and conditions for installation and commissioning - 2020

valid from 01.01.2020 until 31.12.2020

(outside of Germany)

### (I) General provisions

The general terms and conditions for installation and commissioning - GTIC - apply to installation, commissioning, repair and other services conducted outside of the Federal Republic of Germany.

According to the agreement, installation services are provided either as a full installation or in a supervisory function. The subsequent commissioning of the installed ready-to-use unit ends when the unit is handed over to the operator together with proof of performance.

If installation, commissioning or repair and other services are carried out for proof of performance or should in the case of all-inclusive agreements (e.g. as a part of the delivered unit) work be impeded or additional work become necessary due to circumstances for which SCHNEIDER-KESSEL SERVICE GMBH bears no responsibility, the hourly rates, surcharges and additional expenditures specified in sections II., III. and IV. shall be considered agreed and represent the basis of invoicing.

#### Installation

Full installation comprises the ready-for-use installation of a unit within the agreed scope of supply.

#### Supervision

In the case of supervision of installation, the installation of the unit occurs on behalf of and at the expense of the client or of a third party commissioned by the client. In this case, a competent SCHNEIDER-KESSEL SERVICE GMBH site manager supervises the proper execution of the work.

Supervision can only begin upon complete delivery of the unit's scope of supply to the construction site as well as the installation of the individual components on the foundations / locations intended for the unit's operation.

#### Commissioning

Commissioning the correctly installed unit is divided in "cold" and "hot" commissioning and includes training of company staff as well as proof of performance. The results and settings of commissioning are recorded and signed by the client and contractor and represent a formal document of acceptance.

During "cold" commissioning, the functionality of the installed unit is verified, in particular of the electrical and control equipment. Prerequisite for this is the availability of all necessary consumables as well as the integration of the unit within a fully functioning consumer's system. This phase of

commissioning also includes starting up the unit as well as leakage test and, if necessary, readjustment of the screwed joints.

During "hot" commissioning, the fine adjustment of the unit components occurs over a longer time of operation as well as for different load levels. In particular, the adjustment of the firing system as well as the resulting emissions represent an essential part of the "hot" commissioning.

### (II) Hourly / daily rates

The following hourly / daily rates apply for the deployment of manpower under the following conditions:

- (1) regular working days Monday through Friday
- (2) regular working time per day 8 hours
- (3) regular working time per week 40 hours
- (4) regular working time frame 6:00 am - 8:00 pm

#### Technician (mechanical)

- (1) regular hourly rate 68.20 EUR/h
- (2) regular daily rate 545.60 EUR/day

#### Site Manager / Start-up Engineer

- (1) regular hourly rate 92.10 EUR/h
- (2) regular daily rate 736.80 EUR/day

#### Engineer

- (1) hourly rate 109.70 EUR/h
- (2) daily rate 877.60 EUR/day

### (III) Surcharges

Surcharges for overtime work, work during night-time (between 8:00 pm and 6:00 am), work on Saturdays, Sundays and public holidays and for travelling time

- (1) The extra work surcharge amounts to 50%. This also applies to work on days that are usually non-working days.
- (2) The surcharge for work on Saturdays, Sundays and work on public holidays is 100%.
- (3) For night work (between 8:00 pm and 6:00 am), a surcharge in the amount of 50% has to be paid.

## GTIC – General terms and conditions for installation and commissioning - 2020

valid from 01.01.2020 until 31.12.2020

(outside of Germany)

- (4) In cases of both additional work (subsection 1) and night work (subsection 3), the surcharge is 70%.
- (5) In cases where several surcharges apply, only the highest surcharge is applicable.
- (6) Every travelling day will be charged as one (1) regular working day.

### Surcharges for dirty work in the amount of 25% for

- (7) replacing evaporator tubes in flame-tube boilers.
- (8) Cleaning the interiors of boilers and smoke canals.
- (9) Disassembling old, contaminated boilers.
- (10) Disassembling insulated pipe-lines, if the insulation must be removed from the pipes.

### Surcharges in the amount of 25% for hazards and hardships for

- (11) work conducted on towers and steep roofs, supported by ladders, suspended scaffolds or free-standing scaffolds at a height of more than 25m above the ground.
- (12) Work conducted in rooms in which temperatures exceed 40 C, provided these are not exclusively caused by the weather.
- (13) Work involving welding torches applied to galvanized objects.
- (14) Work involving acid solutions when boiling-out boilers.
- (15) Work in interiors at heights exceeding 10m on mobile scaffolds or work platforms.

### (IV) Additional expenditure / other costs

- (1) The client must, at his expense, provide adequate food for every SCHNEIDER-KESSEL SERVICE GMBH employee. In case the client fails to do so the daily expenses of each SCHNEIDER-KESSEL SERVICE GMBH employee will be charged according to attached "Daily Expense Allowance" table.
- (2) Should work necessitate overnight stay at the place of installation the client is at his expense obliged to provide adequate accommodation.
- (3) Expenses i.e. for travelling, accommodation, food, communication etc will be marked up with a handling fee of 10%
- (4) Travelling to client and back will be charged each as one full regular working day
- (5) All costs related to services or deliveries that are required in order to fulfil the contract and that are not explicitly stated herein will be documented and invoiced separately.

For example, this includes costs of

- preparation time
- airplane tickets
- transportation costs at origin and destination
- entry Visa
- unexpected on-site costs
- accommodation and catering
- other fees such as transportation costs for special tools, customs duties for special tools, replacement costs for lost, stolen or confiscated special tools etc.

All rates and sums stated herein are net and do not include any VAT which must be added when applicable!

Berlin, January 2020