

Terms and Conditions of Installation

1. General

- 1.1 These Terms and Conditions of Installation (hereinafter also **Conditions**) apply to companies within the meaning of §§ 14, 310 Clause 1 BGB (German Civil Code), legal entities governed by public law and special assets under public law.
- 1.2 If the Terms and Conditions of Sales and Delivery of Schiffsdieseltechnik Kiel GmbH (hereinafter called **SDT**) have also been agreed, these only apply to the extent as they do not contradict these Terms and Conditions of Installation.

2. Dates, Selection, Preparing for Installation

- 2.1 The installation personnel will be deployed on the date agreed. If no date has been agreed, deployment will take place as soon as possible upon the request of the Principal, taking the order situation of SDT into consideration. SDT will select the installation personnel with due diligence. SDT is entitled to replace installers during the installation period.
- 2.2 The Principal is obliged to prepare for the installation in such a way that the installation personnel is able to start the installation upon arrival, promptly and without personal injury to the installation personnel or material damage.
- 2.3 The Principal is obliged to provide a suitable and lockable room for the installation personnel to stay during rest periods and for the secure storage of installation equipment and supply parts. The Principal is liable for damages, which are incurred by the installation personnel or SDT; in particular due to theft of and/or damage to personal property, installation equipment or supply parts, provided the installation personnel are not at fault.

The Principal assumes:

- a) Provision of suitable auxiliary staff in accordance with the number requested and required by SDT. SDT's installation personnel may request the replacement of unsuitable staff, which the Principal has to arrange immediately. Within the scope of the installation to be carried out by SDT, auxiliary staff is obliged to follow the instructions of the installation personnel.
 - b) Provision of the required equipment and hoisting devices, of other required tools as well as of the materials required for the installation.
 - c) Unloading and transport of the items to the place of installation as well as reloading at the Principal's plant.
- 2.4 Should a delay occur, which is not the fault of SDT, but due to the Principal having failed to make the necessary preparations according to Section 2.2 either insufficiently or not at all or if the latter does not sufficiently comply with the obligations to cooperate according to Section 2.3, the Principal is obliged to bear all additional costs incurred. These include in particular the additional costs, which are incurred due to the provision of the installation personnel and the required installation equipment beyond the originally estimated period.

3. Accident Prevention Regulations

- 3.1 Both the Principal and SDT's installation personnel have to comply with the Accident Prevention Regulations of the employers' liability insurance association (German Berufsgenossenschaft).
- 3.2 Before work commences, the Principal is obliged to provide the installation personnel with any additional accident prevention regulations to be observed in good time in text form; in particular those, which due to the type of the plant, where the installation is to be carried out, have to be observed due to the risks to the health of the installation personnel.

- 3.3 The working hours of SDT's installation personnel comply with the applicable legal provisions. During the installation period and within the scope of these provisions, SDT's installation personnel will as far as possible adjust to the Principal's working time regulations.

4. Settlement, Installation Rates

- 4.1 Quotations regarding costs and time of the installation work or any maintenance work at the plant of SDT associated with it, are only non-binding estimates.
- 4.2 Unless fixed prices or total prices have been explicitly agreed, installations will be charged in accordance with actual expenditure, taking the current unit prices into consideration.
- 4.3 If any repair or maintenance work has to be partly carried out at SDT's plant, the Principal will bear all additional transportation costs to and from SDT's plant.
- 4.4 If no hourly rates, separation allowances, travel expenses regulations etc. have been agreed for individual services, SDT will charge its usual rates for these services.
- 4.5 If an installer falls ill at the plant, the Principal will ensure the required medical care and - if required - will arrange transfer to a suitable hospital. At the same time, he will inform SDT without delay. If required, the Principal advances the medical and hospital fees, which SDT will reimburse against presentation of the invoice.
- 4.6 If it is necessary to replace the installer who is unable to work, the Principal will bear the travel expenses of the new installer.
- 4.7 If the installation personnel present the Principal with a proof of performance, such as a time sheet or a weekly installation sheet, the Principal is obliged to check its accuracy and to sign it. By signing the document, the Principal confirms the accuracy of the proof of performance and thereby its liability for the later calculation of the remuneration. If the Principal refuses to sign the document, it has to inform SDT immediately of the objections against the proof of performance in writing, stating the reasons. Otherwise, the proof of burden for the accuracy of the remuneration, calculated on this basis, passes to the Principal.
- 4.8 SDT is entitled to request appropriate advance payments for yet to be rendered services as well as deductions for services already provided and to submit relevant interim invoices.
- 4.9 The invoice amount is due for payment immediately without deduction upon receipt of the invoice.

5. Place of Jurisdiction, Choice of Law

- 5.1 The sole place of jurisdiction for all disputes arising from or in connection with the contractual relationship of the parties is the seat of SDT.
- 5.2 All contractual relationships between the parties shall be exclusively subject to the law of the Federal Republic of Germany.