

GENERAL CONDITIONS FOR CUSTOMER SERVICE AND MAINTENANCE

1. Rates, Supplement charges and Expenses

The hourly or daily rates as indicated in CTP-DUMAG's proposal, contract, standard rate list or any other document refer to working times on normal working days from Monday to Friday from 07:00 (07:00 a.m.) to 20:00 (08:00 p.m.) up to 8 hours per day.

Idle times, during which our staff is available on customer's site, but is not allowed resp. not able to work due to circumstances beyond our control will be charged as working hours.

Travel time in general is considered as working hours, however overtime do only apply to travelling time by car. After a three-week continuous assignment on site, a journey home of our staff must be provided for and will be charged accordingly.

Daily travel time between working site and accommodation exceeding 30 minutes, preparation time as well as extraordinary entering procedures to site will be charged as working hours.

Supplement charges

	Normal working days	Saturdays	Sundays and public Holidays
50%	Each hour of overtime, after 8 working hours, between 07:00 (07:00 a.m.) to 20:00 (08:00 p.m.)	Each hour between 07:00 (07:00 a.m.) to 17:00 (05:00 p.m.)	
100%	Each hour between 20:00 (08:00 p.m.) to 07:00 (07:00 a.m.)	Each hour between 00:00 (12:00 a.m.) to 07:00 (07:00 a.m.) and 17:00 (05:00 p.m.) to 24:00 (12:00 a.m.)	Each hour between 00:00 (12:00 a.m.) to 24:00 (12:00 a.m.)

Public holidays are January 1st, Easter Monday, May 1st, Christmas Day and Boxing Day as well as December 24th and 31st from 14:00 (02:00 p.m.)

Travel expenses and transportation

Economic class is chosen for travel by train and by plane up to a flight time of 8 hours. Long distance flights and flights for short-dated assignments might be ordered as business class, at our own discretion. Surcharge on air travel for excess luggage, tools and spare parts will be invoiced additionally.

Transportation of goods and spare parts by forwarder or for short-dated service by courier will be charged according to actual costs.

Accommodation

At least 3-star European standard hotel or equivalent will be booked for accommodation. If not clearly stated in CTP-DUMAG's offer and/or order confirmation, accommodation is not including in a stated daily rate resp. lump sum price and will be charged accordingly. Special accommodation fares during local events will be charged additionally. Appropriate accommodation can also be made available by the customer.

CTP-DUMAG GmbH

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2. Work Report and Acceptance

Customer confirms to our staff the performed services on a CTP-DUMAG work report sheet and receives a copy. At termination of all work a corresponding final service report has to be accepted and signed by the customers or his deputy. A list of minor items to be completed or corrected may be appended. If, beyond our sole responsibility, customer does not issue an acceptance immediately after termination of the work performed, the work is to be considered as accepted at the date of our staff's departure.

3. Settlement of Payments

Settlement of our staff's services is done monthly or after termination of work, at our discretion. The amounts have to be paid without any deduction to our bank account according to the conditions stipulated in CTP-DUMAG's offer and/or order confirmation. No retaining of payment or charging against counter claims.

4. Appointments and Technical Assistance

A binding appointment has to be agreed upon by a written notice of service requirement issued by the customer at least 4 weeks in advance.

The customer has to make available free of charge including, but not limited to technical services, facilities, utilities and storage space according to the customer's responsibilities indicated in CTP-DUMAG's offer and/or order confirmation. Furthermore customer is responsible for compliance with local laws, company rules and internal safety procedures and has to instruct our staff accordingly.

Services and performance the customer has to provide prior to the work have to be completed before the arrival of our staff.

5. Delays, Suspension and Interruptions

In general any given indication of duration of work in CTP-DUMAG's offer and/or order confirmation is based on estimation. Customer is entitled to withdraw from the contract, compensating costs and expenses incurred for activities to date, if an explicitly confirmed deadline has not been observed and CTP-DUMAG failed to meet an additional appropriate deadline. However, under no circumstances customer is entitled to a reduction in price or compensation or any further claims if a deviation in time schedule occurs. Moreover for any delay not solely caused by our staff or any interruption or suspension requested by the customer an appropriate extension of the execution takes effect and the customer shall bear all costs and risk thereby incurred, especially for idle times, additional accommodation or travel expenses of our staff.

6. Confidentiality

Customer agrees to keep in its confidence and shall not disclose to third parties any and all received confidential information and documents which have been obtained or come to its knowledge in the course of carrying out service and performance by CTP-DUMAG.

Confidential information includes, but is not limited to technical data, descriptions, samples and routines related to CTP-DUMAG's products, software, designs, drawings and manuals disclosed in writing, orally or otherwise.

7. Warranty and Limitation of Liability

We warrant for the proper execution of services and performance on the equipment supplied by CTP-DUMAG as well as the compliance with the site rules instructed by the customer.

Defects verifiably occurring in the course of or as a result of our service activities will be remedied by CTP-DUMAG free of charge within a reasonable period of time, limited to the aggregate of the order value.

In cases of gross negligence or intentionally wrongful damage, the liability is limited to CTP-DUMAG's insurance coverage. Under no circumstances CTP-DUMAG shall be liable for any indirect, incidental or consequential damages, including loss of profits.

8. Governing Law

The validity, interpretation, construction and performance of these terms shall be governed by the laws of the State of Austria, excluding the UN-purchase law.

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