

General Terms and Conditions of Purchase for Services*

(valid as of 06/2005)



1. Subject and definitions

1.1 These terms and conditions shall apply to all agreements (hereinafter "Agreement" or "Order") used by the customer to order services (hereinafter "Services"), specifically services and performance of work, which represent neither construction work nor services related to IT or development. These conditions shall also not apply to the manufacture and supply of materials for further processing by the customer.

1.2 Services within the meaning of these conditions are specified as follows, subject to the restrictions listed under 1.1:

- > Services of any kind
- > Cleaning work of any kind
- > Transportation services
- > Repair and maintenance work
- > Assembly work
- > Repair work
- > Surface processing/finishing
- > Services in the field of electrical engineering

2. Conclusion of Agreement

2.1 Any statement relating to the conclusion or a change of the Agreement, such as Orders, offers, order confirmations or suchlike shall only be binding if they are in writing. Any correspondence shall be conducted with the respective contact persons in the appropriate department of the customer.

2.2 The general terms and conditions of the contractor shall not be applicable, even if they are not expressly objected to on an individual basis.

2.3 The contractor must keep the conclusion of this Agreement confidential. Said contractor may reveal the name of the customer to third parties only with the written consent of the customer.

3. Content of Agreement

The contractual agreements consist of:

- > the order letter from the customer,
- > these "General Terms and Conditions of Purchase for Services",
- > the guidelines and technical standards which are generally applicable for the Services under this Agreement at the time the Agreement is concluded, which are referred to in the documents relevant for the conclusion of the Agreement,
- > the offer by the contractor.

The above documents are applicable in the order of precedence as listed.

4. Implementation of Agreement

4.1 The scope of the Order shall include the supply of all machines, equipment, scaffolding, hoisting gear, accommodations, etc., required to execute the Order. To the extent that the customer supplies such items in individual cases, the contractor shall be liable for any damage to such items other than that caused by normal wear and tear.

4.2 In case the contractor intends to involve third-party contractors in order to fulfill its contractual obligations, the contractor requires the written consent by the customer before the contractor enters into any agreements with subcontractors. This shall not apply to Services which are outside the scope of the contractor's ability, as long as the Services awarded to the subcontractor do not involve any essential and important Services. The contractor shall be required to notify the customer in all cases in writing, prior to issuing any orders to subcontractors. The contractor shall arrange with the subcontractor that their terms of agreement comply with the contractual provisions between the customer and the contractor.

4.3 Services to be performed at the facilities of the customer shall not interfere with the operations of the customer or third parties more than absolutely necessary.

4.4 In performing the Services, the contractor shall take particular care regarding substances that are hazardous to the environment. If the contractor releases any hazardous substances in performing the Services, finds any hazardous substances, or suspects the presence of such substances, he/she shall notify the customer immediately.

4.5 The customer shall have the right to issue instructions to the contractor. However, this shall not include the general right to issue instructions to the contractor's labor force.

4.6 The contractor shall supervise its labor force to the extent necessary.

4.7 If requested by the customer, the contractor shall supply a list of names of the workers it intends to recruit to work on the facility site. This list shall be kept up to date at all times. On request by the customer, the contractor shall provide evidence that any labor force he/she employs complies with the requirements of the Social Security provisions. For important reasons, the customer can deny the labor force of the contractor admittance to the site of the facility.

4.8 The contractor shall ensure that the labor force he/she employs complies with the instructions of the customer with respect to the maintenance of order and safety and that the labor force submits to the customer's normal inspection procedures.

4.9 Any Services involving the use of health hazardous materials, including jobs requiring work with flammable materials or involving the risk of ignition, require a permit from the company fire department or the Fire Protection Officer, which shall be applied for in due time. Any hindrance, such as caused by late application, shall be at the account of the contractor.

4.10 The contractor shall ensure that the instructions for employees of external companies relating to work safety are complied with. These are part of the Agreement. In addition, the provisions applicable in the customer's facilities, particularly the work rules for external companies, shall be complied with. Insofar as the work rules contain provisions for external companies which contradict the provisions of these General Terms and Conditions of Purchase, these General Terms and Conditions of Purchase shall have priority. The customer shall have the right of domestic authority. The visitors' pass shall be worn so that it is visible.

4.11 Prior to the provision of Services, the most senior employee of the contractor shall register with and report to the responsible employee of the customer, in order to discuss the details of the Services to be performed and then sign off after the completion of Services, unless agreed otherwise.

4.12 Any items which are brought onto the factory premises of the customer are subject to inspection by plant security. Prior to bringing items onto or removing them from the site, a list of all items shall be submitted to plant security for signature, which will be retained. The contractor shall clearly and permanently mark its tools and equipment with its name or with the company logo in advance. Transport vehicles will be handled only during normal working hours.

4.13 Prior to commencing the work, the contractor shall clarify with the customer who is responsible for waste disposal and how it is done. This shall also apply to the supply of containers, amongst other things, the selection of the proposed disposal company, sampling, and waste classification. After the completion of the Services, any waste may only be left behind subject to prior arrangement.

4.14 Prior to the start of the Services, the contractor shall assume responsibility for the location at which the Services are to be provided, including inspection and verification of foundations, service connections, site markings, etc. If any complaints with respect to

the contractor's Services are made later, then the contractor can refer to any deficiencies in the preparatory work only, if the contractor gave immediate written notice of such deficiencies to the customer immediately following the inspection of such preparatory work.

4.15 Incoming power and water feed lines up to the point of use shall be supplied by the contractor as agreed to with the customer and according to the applicable technical specification at the contractor's expense. Such feed lines shall be removed immediately after the work is completed, unless otherwise agreed.

4.16 If the contractor determines that the customer's specification of services, i.e., a concept, other assignments or specifications, cannot be objectively executed, or if this specification is incorrect or unclear, then the contractor shall give immediate written notice to the customer, substantiated with the appropriate technical background.

5. Prices and weights

5.1 All prices and compensation rates agreed to are fixed prices and shall include the usual ancillary costs, such as material, protection of sensitive objects against damage, cost of travel, and travel time, unless agreed otherwise. VAT as mandated by law is not included.

5.2 Any additional services, other than those specified in the order documentation, require the written approval of the customer. Any additional services which are performed without this approval will only be reimbursed if the additional service was necessary and it was not possible to obtain prior approval.

6. Deadlines, delays

6.1 All agreed upon (in writing) and recorded scheduled times for completion shall be binding in terms of the Agreement.

6.2 If the contractor realizes that the agreed upon deadlines cannot be adhered to, he/she shall notify the customer immediately. The obligation to adhere to the agreed upon deadlines shall remain unaffected.

6.3 In the event of a delay by the contractor, the customer shall be entitled to a lump-sum default penalty for each full week of delay in the amount of 1% of the price of the specific Service with which the contractor is behind schedule, not to exceed a maximum of 5% of the total value of the order; all rights to further legal claims remain reserved (cancellation and compensation, instead of fulfillment). The contractor shall have the right to prove that no damage whatsoever or significantly less damage was incurred as a consequence of the delay.

6.4 In the event of a delay by the contractor, the customer itself can perform the unfinished Services at the expense of the contractor, or have this done by third parties, after a reasonable extended term that the customer established has expired with no results; any documentation that the contractor has and which is required for this purpose shall be submitted to the customer without undue delay. Alternatively, the customer shall also have the right to withdraw from the Agreement after a reasonable extended term established by the customer has expired with no results. In the case of service contracts, the Agreement can be canceled due to extraordinary circumstances, instead of a withdrawal.

6.5 In addition to the provisions stipulated above, the statutory provisions shall be applicable.

7. Insurance coverage and distribution of risk

7.1 The contractor shall provide evidence of having adequate liability insurance coverage at the time that the Order is placed. The liability insurance shall have a minimum coverage of EUR 2.5 million for personal injury and damage to property, and EUR 250,000 for economic loss. A copy of the insurance policy and a certificate by the insurer shall be submitted to the customer upon request.

7.2 The contractor shall be responsible for insuring its equipment and materials. The customer provides no insurance coverage. The customer shall not be liable for loss of or damage to equipment and materials, except for damage caused by gross or intentional negligence by the customer or its employees.

8. Invoicing upon cancellation due to contract violation

If the customer exercises its right to cancel the Agreement because of a contract violation by the contractor, the services rendered up to that point shall be invoiced at the agreed prices only to the extent that the customer can make use of them according to the terms of the Agreement. The invoicing shall be done based upon the Agreement. Any damage to be compensated to the customer shall be taken into account during invoicing.

9. Acceptance of Services subject to an acceptance

9.1 The contractor shall apply for final acceptance in writing. The date of acceptance shall be reasonably scheduled as agreed upon between the customer and the contractor, following a written application.

9.2 The contractor shall bear all material costs incurred in the course of final acceptance. Any incurring costs of acceptance in terms of personnel shall be borne by the customer and the contractor individually.

9.3 The acceptance, both of the overall Services and also of partial Services, shall only be considered granted after written confirmation by the customer. The contractor shall confirm the acceptance by countersigning the acceptance certificate. The legal consequences, such as the passing of risk, or the commencement of the limitation period of liability for material defects and warranty of title, shall not be affected by partial acceptance.

10. Statute of limitations for liability for material defects and warranty of title

10.1 The statute of limitations for liability for material defects and warranty of title is two (2) years. This statute of limitations for liability for material defects and warranty of title for Services subject to acceptance starts with the acceptance of the overall Services, and for other Services upon their completion.

10.2 For Services that are reworked or replaced, a new statute of limitations for liability for material defects and warranty of title shall start at the time of written acceptance of these Services, and in the case of any Services that are not subject to acceptance, upon their completion. If the customer does not deliver the written certificate of acceptance within 18 business days after written notification of the contractor regarding the proper completion of the correction of defects, then the new statute of limitations for the liability for material defects and warranty of title shall begin at the end of the above-mentioned period of 18 business days. Saturday shall be considered a business day.

10.3 The claim becomes statute-barred at the earliest six (6) months after filing the notice of defect.

11. Documentation relating to the execution of order

11.1 Any documentation required for the execution of the Order shall be provided to the contractor upon request.

11.2 Any documentation which is given to the contractor shall remain the property of the customer and shall be safely kept on behalf of the customer at the expense of the contractor for the duration of the Agreement. Documents shall only be used for the purpose specified in the Agreement and shall only be disclosed to third parties to this extent.

11.3 If the contractor has to prepare documentation, it shall provide this documentation free of charge, in the quantity and in a version required, and transfer the title to this

documentation to the customer free of charge. The intellectual property shall not be affected thereby. The customer or third parties shall be entitled to use this documentation for purposes of maintenance and modifications free of charge.

11.4 The approval of the customer for drawings, calculations, and other technical documentation shall not affect the responsibility of the contractor for the Services. This shall also apply to any proposals or recommendations by the customer implemented by the contractor as well as to any modifications agreed to between the contractor and the customer. The contractor shall be responsible for the implementation of any instructions by the customer only, if the contractor does not object to same based upon adequate reasoning in writing.

12. Duty to safeguard traffic, accident prevention, emission control, damage through atmospheric pollution, fire safety

12.1 The contractor must ensure compliance with the provisions for safeguarding traffic, particularly as it applies to the safety and health of employees, environmental protection, the transport of hazardous goods and the laws with respect to fire safety, ordinances and regulations, including the leaflets of the employer's liability insurance association and the association of property insurance companies, insofar as they are relevant for the performance of the Services.

12.2 The contractor shall consult with the responsible specialists of the customer regarding the work safety and health, environmental protection and fire safety provisions applicable for the place of fulfillment. The necessary measures shall be agreed upon with the above-mentioned specialists in each case.

12.3 The contractor shall ensure that all of its labor force observes the relevant provisions for environmental protection, safety, and fire prevention.

12.4 Any engineering requirements regarding fire prevention measures stipulated by the plant fire department or by the Fire Safety Officer shall be fully complied with. If any work associated with fire risk is performed on or near equipment subject to fire and/or explosion risk, such as oil tanks, cable systems, etc., or if such work cannot be avoided in their vicinity, this work shall only be performed after approval by the customer. After the completion of the Services, re-examination inspections shall be performed. Welding work on structural steel shall be performed only by facilities certified in accordance with the advanced aptitude certificate pursuant to DIN 18 800, Part 7. Welding work on pipelines shall only be performed by welders who can prove that they have passed a welding test in accordance with the current version of DIN EN 287-1(S). If applicable, the contractor shall notify the customer if such aptitude certification is not available, before the Order is issued. This also applies to any kind of disassembly and scrapping work.

12.5 The contractor shall indemnify and hold harmless the customer and the employees of the customer against any claims that may be filed against them because of damage, which results from a violation of the provisions to be complied with by the contractor in connection with performing its Services. This shall also be applicable for any claims that originate from damage relating to the performance of Services on the equipment of third parties (e.g. supply and disposal lines); prior to starting the Services, the contractor shall make detailed inquiries with the responsible offices relating to such equipment of third parties. If any damage occurs, the customer shall be notified immediately.

13 Work at hourly rates

13.1 Any supplementary work required at hourly rates (see attached hourly rate sheet) shall only be performed in accordance with the explicit written instruction of the customer.

13.2 Unless otherwise agreed, a daily report including a copy shall be submitted to the customer for signature, without being requested to do so. The customer shall return the report (without a copy) to the contractor immediately, however, not later than six (6) working days after the receipt of the reports. Saturday shall be considered a working day. The customer can make any objection either on the reports themselves or in a separate letter. The contractor shall submit the signed reports together with the respective invoice. Reports having comments with respect to any objections against the work performed shall not be processed for payment. The hourly rates the contractor listed in the offer shall be applicable. The report must contain at least the following information:

Name of the customer, the dates of order and invoicing, name and qualification of the person performing the Services, the type of Services performed, start and completion of the work, duration of work, materials used.

14 Delivery and shipping instructions

14.1 The delivery and shipping instructions as well as the material specifications for packaging of the customer shall be complied with. The quantity of packaging for the protection of the goods shall be limited to a necessary extent, and shall be restricted to the use of environmentally compatible and recyclable materials. Packaging must be taken back, unless otherwise agreed.

14.2 Any costs which are incurred by the customer as a result of noncompliance with the delivery and shipping instructions shall be borne by the contractor.

15. Invoicing and handing over of documents

15.1 Invoices shall be submitted in single copy, and drawings for invoicing and other documents in duplicate.

15.2 Plans of revisions or as-built plans should be prepared in a format as agreed upon with the customer, at no cost, and shall be enclosed with the final invoice. The plans of revisions and as-built plans created for the customer, and all other results of Services, are acquired by the customer irrevocably and as an exclusive right of use, unlimited in terms of use, time and place, including the right to revise, copy, change, expand, and grant simple rights of use to third parties, provided that there is no limitation in the following sentences. If third parties have rights to third party plans received as part of the Services or from other external Services which contradict the acquisition of a right of use according to the previous sentence, then the scope of the right of use by the customer must be agreed upon, subject to separate agreements. The contractor shall be entitled to continue using standard plans and components of plans and the know-how supplied by her/him in rendering the Services, including for orders by third parties. The contractor shall not be permitted to copy, edit, or make other use of the results of the Services and solutions that have been rendered for the customer, either in part or as a whole. The completeness of the plans of revisions or as-built plans and the granting of the rights of use shall constitute a condition for final payment.

15.3 If any errors are found in the documentation of the invoicing after the final payment, then the final invoice shall be corrected accordingly. The customer and the contractor agree that they will pay each other any amounts to which they may thereafter be entitled.

16 Payment

16.1 Payments will be made against invoices only. The invoice shall clearly reflect the associated Service for which it is issued.

16.2 Assignment or pledging of receivables that are due to the contractor from the customer is admissible upon written approval by the customer.

16.3 The contractor agrees to immediately repay any overpayments that are discovered after the accounts have been checked by additional inspection authorities. Any short payment discovered shall be subsequently reimbursed.

16.4 Any advance or progress payments received must be itemized separately together with all requests for payments, stating the date, and their total amount shall be offset against the amount invoiced.

16.5 Any newly added items should be listed at the end, with a reference to the follow-up order.

17 Data protection

The contractor shall employ only individuals (workforce) for performing contractual tasks whom the contractor has instructed to be in compliance with data confidentiality in accordance with BDSG [*Bundesdatenschutzgesetz = Federal Data Protection Act*]. The contractor shall ensure that all individuals it entrusts with completing contractual tasks observe the provisions of the BDSG. The contractor shall guarantee that the necessary data security measures in accordance with BDSG are complied with; upon request, the contractor shall also provide the customer with any information and evidence to substantiate that this has been done in accordance with BDSG requirements. In addition, the contractor shall also ensure that any of the contractor's labor force will personally pledge to comply with the data protection requirements upon request by the customer.

18 Secrecy

18.1 The contractor shall keep confidential and use only for purposes of contractual tasks all information it becomes aware of through contact with the customer (e.g. commercial and company secrets, data and their processing and results, or any other type of technical or sales information). Third parties shall have no access to or knowledge of any information, except employees of the contractor and other auxiliary workers, insofar as they require this information for the completion of the Agreement.

18.2 This obligation for secrecy shall be in effect for five years after the end of the Agreement.

18.3 The obligation of secrecy is not applicable with regard to such information that

- is public knowledge or that
- the contractor becomes aware of through a third party without violating the obligation of secrecy.

18.4 As long as the contractor holds or stores information in electronic format that is subject to the obligation of secrecy, the contractor shall protect it against unauthorized access as though it were personal data in accordance with the BDSG.

18.5 The contractor shall require its employees and other individuals that it employs for the completion of the contractual obligations to pledge their obligation of secrecy according to the above provisions and shall ensure compliance with this obligation.

19 Final provisions

19.1 The place of fulfillment for Services and payments shall be the registered office of the customer.

19.2 Should provisions of these General Terms and Conditions of Purchase be or become invalid or unenforceable, then the effectiveness of the other terms will not be affected in any way. The parties will in such case reach an arrangement which achieves the purpose of the affected provision of these General Terms and Conditions of Purchase in an effective and enforceable manner to the extent possible.

19.3 If a contracting party discontinues payments or if a petition for bankruptcy or an out-of-court settlement is filed, then the other contracting party shall be entitled to withdraw from the Agreement with respect to the unfulfilled part.

19.4 The place of jurisdiction shall be the competent court responsible for the customer. However, the customer shall also be entitled to bring an action against the contractor at the contractor's place of jurisdiction.

19.5 No verbal ancillary agreements have been made. Should such agreements have nevertheless been concluded prior to the inclusion of these General Terms and Conditions of Purchase, they shall be null and void with the effective date of the inclusion of these General Terms and Conditions of Purchase.

19.6 In addition to the terms of the Agreement, the law of the Federal Republic of Germany applicable for legal relations of domestic parties shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.