

Terms and Conditions of Assembly of UNIGRAPHICA AG

Terms and conditions for the hiring of personnel for assembly, disassembly, repair and modification work.

1. Preamble

Unless UNIGRAPHICA AG has agreed anything to the contrary with the customer, these Terms and Conditions shall apply to all kinds of assembly, disassembly, repair, maintenance, or modification work as well as to the monitoring of the operation of machines, the conduct of investigations, etc.

2. Offer and entering into contracts

Offers by UNIGRAPHICA AG shall not be binding.

These Terms and Conditions shall also be deemed accepted by the customer if he has the technician supplied by UNIGRAPHICA AG carry out the work.

3. Preparatory work by customer

In order to avoid delay in the process of work, the customer shall at his cost and risk:

1. Unload and move machines to the place of assembly.
2. Supply helpers and - if necessary - bricklayers, carpenters, metalworkers, welders, and other specialist workmen in the number deemed necessary by us.
3. Supply and supervise sufficiently large, suitable, dry, and lockable rooms for the safekeeping of material and tools, as well as adequate, heated working and accommodation facilities for the personnel.
4. Supply necessary equipments such as workbenches and other heavy tools and lifting equipment as well as any necessary auxiliary equipment.

The customer shall carry out this work even if not asked to do so by the personnel hired out to him by UNIGRAPHICA AG.

If the customer is unable to carry out individual preparatory work or performance or to supply necessary tools, equipment etc., these shall be carried out and supplied by UNIGRAPHICA AG as far as possible, and the cost incurred will be charged to the customer.

4. Calculation of costs

The hiring of personnel is charged by UNIGRAPHICA AG depending on the cost incurred. Any cost estimate shall not be binding. If it turns out in the course of the works that the desired objective will not be met, the customer shall bear the costs already incurred unless these are warranty work in accordance with special agreement.

Unless otherwise agreed upon, the work to be carried out will be calculated by UNIGRAPHICA AG at the rates applicable on the day of performance. If technicians from manufacturers are used, we refer to Clause 9.

1. Hourly rates

Without regard to the place of employment, UNIGRAPHICA AG will charge:

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| a) for regular hours Monday to Thursday, 8 hour workday, and Friday, 5 ½ hour workday | |
| (normal hours) for technicians and electricians, per hour | € 85.00 |
| (normal hours) for electronic engineers, per hour | € 150.00 |
| for travelling time during regular working hours (=working time) | |
| for technicians and electricians, voyage out and home, per hour | € 85.00 |
| for electronic engineers, voyage out and home, per hour | € 150.00 |



- b) for the first 2 hours that are in excess of that normal time, a 25% surcharge on the rate for normal hours
- c) for every additional hour per day a 50% surcharge on the rate for normal hours
- d) for work on Saturdays, a 100% surcharge on the rate for normal hours
- e) The calculation of the surcharges on the rate for normal hours is made on the basis of the start of our regular working hours at 07:30 am.
- f) The following surcharges on the rate for normal hours are charged for work on Sundays and on paid holidays:
 - 1) for work on Sundays and on the 24th and 31st of December, unless these days fall on a Sunday 100%
 - 2) for work on paid holidays falling on a Sunday or on a working day that is normally a non-work holiday except Easter Sunday, Whitsunday, or Christmas holidays 100%
 - 3) for work on paid holidays falling on a normal working day, as well as on Easter Sunday, Whitsunday, or the Christmas holidays 150%.
- g) the rates listed under a)-d) shall apply accordingly for travelling hours, hours underway, and waiting hours.

2. Overtime

The technicians of UNIGRAPHICA AG are instructed to avoid overtime if possible. Should overtime be necessary or desired by the customer, such overtime shall be agreed with UNIGRAPHICA AG. It is pointed out to the customer that overtime is subject to the legal provisions on working hours as well as to the relevant legal and tariff regulations.

3. Work at night

Night-time work between 19.00 hours and 6.00 hours is subject to the surcharges agreed in the tariffs.

4. Allowance

Allowance is € 83.00 per person and day. If working and travelling time is below 4 ½ hours, half that rate will be charged.

5. Overnight expenses

Overnight expenses are charged at a lump-sum rate of € 83.00 per night and person.

6. Travelling expenses

a) Travelling costs

Normally, travelling is by car. Costs are charged at € 0.55 per kilometre. Depending on circumstances, UNIGRAPHICA AG reserves to choose another means of transport. If the personnel is already at the place of assembly, only a corresponding rate for travelling costs will be charged.

b) Transport costs for baggage and equipment and any ancillary costs such as costs for telegrams or telephone of the hired-out personnel.

c) Travelling time is considered to be working time and will be included in the calculation of overtime.

7. Special terms and conditions

a) Overnight expenses in the amount they exceed the lump sum of Clause 5 and no cheaper accommodation is available to the personnel at the place of assembly.

b) Allowance for travelling days and travelling costs for travelling home to see the family granted to technicians after 14 days of uninterrupted stay at the place of assembly. The rate of allowance is the same as in Clauses 4 and 5.

8. Special agreements shall be entered into for the hiring of master craftsmen, graduated engineers etc.

9. All amounts listed in the above Clauses do not include value-added tax.



5. Charges for board and lodging, advances

1. It is assumed that the hired-out personnel will receive suitable accommodation near the place of work. If the personnel has difficulty providing accommodation, the customer shall provide such accommodation. If it is impossible to obtain accommodation close to the place of work, travelling costs and travelling time will be charged.
2. If the customer grants board and lodging to the personnel, the costs incurred shall be agreed with and charged to the personnel directly because these costs are included in the allowance rates of Clause 4, Item 4.
3. If requested, the personnel shall be paid advances, which shall be set off as advance payments against the total cost incurred.

6. Proof of working hours

Working hours shall be scheduled by the customer with the personnel, and the working hours actually done shall be certified to the best of knowledge.

7. Incapacity for work

The hired-out personnel shall remain insured with the health insurance of UNIGRAPHICA AG. The contributions for legal social security are included in the rates under 4. Item 1.

In the case of incapacity for work during working hours caused by the customer or its personnel and/or is attributable to him (e.g. industrial accident), allowance shall continue to be paid for the time during which the personnel has to remain at the place of work as a result of incapacity for work. During a stay in hospital at the place of work, allowance shall be reduced by one half. If it is necessary for the personnel incapable for work to travel home, the travelling expenses including the allowance for the travelling time shall be at the customer's expense.

8. Terms and conditions of payment

The costs incurred shall be paid immediately upon receipt of the invoice from UNIGRAPHICA AG and without deduction. If payment is not made within 14 days, default interest may be charged at a rate of 3% above the applicable Swiss discount rate.

9. Choice of personnel

UNIGRAPHICA AG will send personnel that in the opinion of UNIGRAPHICA AG is suited for the intended work. UNIGRAPHICA AG reserves - in its discretion - to send technicians from the manufacturers instead of its own technicians. In that case, the Terms and Conditions of Assembly of UNIGRAPHICA AG and the rates of the third company shall apply.

10. Duration of hire

All information on the probably duration of works for which the hired-out personnel shall be used are an approximation and not binding. The personnel is instructed to carry out the work as fast as possible. No claims may be asserted against UNIGRAPHICA AG if the work extends over a longer period of time than expected.

11. Warranty and liability

UNIGRAPHICA AG does not assume any warranty for work with used machines or used parts, nor for their due operation. No claims for damages can be asserted.

The contractual or extra-contractual liability of UNIGRAPHICA AG is also excluded for damage caused by actions or failure to act of the personnel hired out by UNIGRAPHICA AG. Also, no claims may be asserted directly



against the personnel hired out by UNIGRAPHICA AG. Damage caused by deliberate or grossly negligent action or omission by personnel hired out by UNIGRAPHICA AG will be paid by UNIGRAPHICA AG in the maximum amount of 10% of the contract value with a maximum amount of € 60'000.-.

The customer shall be responsible for compliance with legal or other regulations at the place of work.

12. New delivery

Any new spare parts or other material delivered in connection with the hiring-out of personnel shall be subject to the General Terms and Conditions (GTC) of UNIGRAPHICA AG, the updated version of which has been published on their Website under www.unigraphica.com.

13. Legal venue, applicable law

The legal venue for any disputes directly or indirectly arising from the contractual relationship shall be Vaduz.

These Terms and Conditions of Assembly shall be subject to Liechtenstein law.

If individual points of the agreement are legally ineffective, the remaining provisions shall remain valid.

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