



## 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 in written form 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 truck unloading, monitoring of the operation of machines, the conduct of investigations and trainings of operators.

Modifying or supplementing regulations in individual agreements, which are different from these installation conditions, only apply if both parties sign them.

The general conditions of the buyer, which deviate or supplementary to these installation conditions, shall not be recognized, even if UNIGRAPHICA AG does not expressly object to them.

### 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.

Placing the order, the purchaser acknowledges these assembly conditions and their unconditional implementation.

### 3. Preparatory work by customer

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

- a. Unload and transfer the machines to the assembly site, unless a technician of UNIGRAPHICA AG supervises the unloading of the machine at the explicit request of the customer and at his expense.
- b. Supply helpers and - if necessary - electricians, metalworkers, welders, and other specialist workmen in the number deemed necessary by UNIGRAPHICA AG.
- c. 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.
- d. Supply necessary equipment such as workbenches and other heavy tools and lifting equipment as well as any necessary auxiliary equipment.
- e. Provision of suitable accommodation near the workplace.

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. Selection of staff

UNIGRAPHICA AG sends staff, which according to UNIGRAPHICA AG is suitable 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.

### 5. 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 work that the desired objective will not be met, the customer shall bear the cost 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, UNIGRAPHICA AG refers to *para 4 Selection of staff*.



### Hourly rates

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

- a) For regular hours Monday to Thursday, 8-hour workday, and Friday, 5.5-hour workday  
(Normal hours) for technicians and electricians, per hour EUR 120.-  
(Normal hours) for electronic engineers, per hour EUR 150.-  
For the first two hours, which goes beyond the regular daily working hours 25 % surcharge on the standard hourly rate. For every additional hour 50 % surcharge on the standard hourly rate
- b) For work on Saturdays, Sundays and holidays
  - 100 % on work on Saturdays and Sundays
  - 100 % on work on payable holidays, which fall on a regular work-free working day or Sunday
  - 150 % on working on payable holidays that fall on a regular working day, on Sundays, Whitsunday or Christmas holidays
- c) For travelling hours, hours underway and waiting hours, the rates specified in a) - b) apply accordingly.

### 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.

### Work at night

The legally regulated surcharges are calculated for work at night.

### Allowance

Allowance is EUR 83.- per person and day. If working and travelling time is below 4.5 hours, half that rate will be charged.

### Overnight expenses

Overnight expenses are charged at a lump-sum rate of EUR 83.- per night and person.

### Travelling expenses

Travel time is considered as working time and is billed according to the rates mentioned in a) - c). UNIGRAPHICA AG reserves the right to choose the means of transport for its staff. As a rule, the journey is by car, for which EUR 0.76/km of travel costs are charged per person. If the journey is done with any other transportation (airplane, ship, etc.) an agreement with the customer is made in advance regarding the payment of the transportation costs.

### Carrying notes

Special arrangements must be made for the transfer of masters, engineers, etc..

All amounts stated in the preceding paragraphs are subject to value added tax.

All information on the expected duration of the work for which the staff is to be employed is not binding. The staff of UNIGRAPHICA AG is instructed to carry out the work as soon as possible. If the work extends over a longer period than assumed, no claims against UNIGRAPHICA AG can be asserted.

## 6. Accommodation and meals

In the normal case, the customer assumes the provision of a suitable accommodation near the workplace. If this does not succeed, UNIGRAPHICA AG accepts this choice. If it is not possible to obtain accommodation in the vicinity of the place of work, any travel expenses in accordance with *para. 5 Travel expenses* are charged.

When choosing an accommodation, a reasonable room size and room temperature must be taken into consideration. Furthermore, a certain hygienic standard should be observed.

## 7. Proof of work

The assignment of the working hours must be arranged by the client with the staff and the actual working hours must be certified to the best of knowledge.



## 8. Insurance and disability

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 *para 5 Hourly rates*.

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 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.

## 9. 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.

If requested, the personnel shall be paid advances, which shall be set off as advance payments against the total cost incurred.

## 10. Warranty and liability

UNIGRAPHICA AG is exclusively liable within the scope of its liability insurance.

The liability of UNIGRAPHICA AG for damages resulting from slight to moderate negligence shall be excluded. Defects such as loss of profit as well as damages due to production interruption and operating disability are expressly excluded.

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 EUR 60'000.-.

UNIGRAPHICA AG shall not be liable for the work of its personnel and any other means of performance, insofar as such work is not related to assembly or to the extent that the defects are attributable to the intervention of the customer or the buyer.

Claims against the staff of UNIGRAPHICA AG are excluded - to the extent permitted by law.

The customer or buyer is obliged to ensure safety at the installation site. He is liable to UNIGRAPHICA AG for personal injury and material damage resulting from violation of this obligation.

The buyer shall immediately notify a written defect in writing to UNIGRAPHICA AG, if not, the buyer shall lose all rights that are due to him for whatever legal reason.

UNIGRAPHICA reserves the right to make any warranties for work on used machines or used parts as well as for their perfect operation without prior written agreement.

## 11. Jurisdiction

These terms and conditions apply exclusively to Liechtenstein law. Jurisdiction for litigation is Vaduz. The contract shall remain binding in the remaining parts of the contract even if individual points are legally invalid.

Status: 31. January 2017