

General Terms and Conditions for Installations and Repairs by Axmann Fördersysteme GmbH, Baumeisterallee 24 - 26, D - 04442 Zwenkau

For the purposes of this document, the term "AXMANN" shall refer to the Axmann Fördersysteme GmbH.

For the purposes of this document, the term "CLIENT" shall refer to the party that has entered into a contract for services and/or equipment from Axmann Fördersysteme GmbH.

I. General

These "General Terms and Conditions for Installations and Repairs" shall apply to all installations and repairs performed by AXMANN on items supplied by AXMANN. Barring any additional agreement to the contrary in these "General Terms and Conditions for Installations and Repairs", AXMANN's "General Terms and Conditions of Business" also apply to any and all installations and repairs as long as they complement and do not conflict with those terms and conditions listed herein.

Barring any written and agreed upon clarification to the contrary, installation dates mentioned in deal memos and order confirmations shall be understood to be general outlines for work timetables. The precise time for the beginning of an installation or repair shall be recorded in a separate binding document.

II. Scope of Work

AXMANN's installation personnel shall be responsible for the installation of the items supplied by AXMANN, testing the functionality of the facilities, as far as this is possible, and if necessary, training CLIENT's designated personnel.

AXMANN's repair personnel shall only be responsible for items individually listed in written repair request forms.

In the event that it is determined that a considerably larger repair or installation, than was anticipated, is necessary after the beginning of the assignment, then CLIENT will have 3 (three) business days from the date of being notified by AXMANN either in writing or electronically to object to any additional costs, time required to complete the work and/or complexity of the assignment, otherwise these changes will automatically be treated as approved by and be the responsibility of CLIENT. This automatic approval must be restated in the notice to inform CLIENT of the consequences of CLIENT's inaction.

III. Selection of Personnel

AXMANN is obligated to carefully select and appropriately train their personnel. AXMANN has the exclusive right to determine the number and selection of personnel to be sent to each individual assignment.

IV. CLIENT's Obligations

CLIENT is obligated to support AXMANN in the preparation and execution of installations and/or repairs and to organize and execute all installation and repair related work not within AXMANN's obligations free of any financial impact upon AXMANN. CLIENT shall make the following available, as far as is necessary, prior to the begin of the installation/repair work:

- a) All necessary preparation work, such as, but not limited to, surface, bricklaying, electrical, tool and dye making and foundation work.
- b) The necessary devices and heavy equipment, such as cranes, lifts, compressors, etc.
- c) The necessary supplies, such as winding sticks, tarps, caulking, lubricants, water, pressurized air, oxygen tanks and electricity.
- d) Qualified assistants who will be under AXMANN's direct control. AXMANN reserves the right to reject assistants deemed to be unqualified, however the reason for this decision must be shared with CLIENT after the fact either in writing or electronically.

- e) Dry, lockable spaces for storing AXMANN personnel's tools, as well as heated and well-lit theft-proof break and work rooms with washing and sanitation facilities and access to first aid for AXMANN personnel.
- f) Transportation to the installation/repair location, protection from all harm and cleaning of installation/repair parts and materials.
- g) All materials and preparations necessary for incorporation, assembly and testing of the parts and materials.

CLIENT shall be responsible for complying with all safety regulations and shall take all required precautions at the work-site.

CLIENT shall further instruct AXMANN's foreman of all relevant security regulations prior to the begin of any installation/repair work.

CLIENT shall inform AXMANN, without delay, of any safety regulation infractions committed by AXMANN personnel.

CLIENT shall perform all the above obligations as early as possible and maintain their condition, in as far as they are relevant to the installation/repair work to be performed, to allow AXMANN's personnel to begin work immediately upon arriving at CLIENT's facility and complete said work without interruption.

V. Duty to Notify

CLIENT shall inform AXMANN without delay of any concerns CLIENT has concerning expected execution of the installation/repairs or potentially identified errors in the schematics provided by AXMANN and the reasons therefore in writing.

CLIENT shall inform AXMANN without delay should any of the preparation work necessary for the commencement of work by AXMANN personnel be insufficient or unsatisfactory, in particular the preparation work listed in Section IV and thus prevent successful completion of the installation/repair assignment.

VI. Hours of Work

Any and all references to the time necessary for the completion of an assignment are approximations and non-binding, due to their dependency on on-site conditions, unless binding deadlines have been set in writing.

The collectively bargained work week for AXMANN personnel is currently set at 40 (forty) hours, from Monday to Friday, 8 (eight) hours a day.

AXMANN personnel are not obligated to work overtime or on work-free Saturdays, Sundays and holidays. They are to be given the chance to work beyond the normal working hours if this appears to be necessary for the completion of the installation/repair work after notifying and receiving consent from AXMANN. CLIENT is obligated in such a case to take all required measures necessary to extend the normal working hours and obtain any required administrative permissions.

Should AXMANN personnel not be able to commence the installation/repair work immediately upon arrival, or if there is a foreseeable interruption of more than 4 (four) hours during the installation/repair work, then AXMANN has the right to recall its personnel and agree to a new date for the installation/repair work unless the fault for said delay or interruption is AXMANN's fault.

VII. Installation/Repair Price Schedules

Labor costs are calculated based on the time required for the work in question, including work, travel, installation preparation and, where applicable, waiting time. Barring any written agreement to the contrary, the following rates apply:

a) Fitter	58.00€ p/hr
b) Supervisor:	75.00€ p/hr
c) Engineer:	100.00€ p/hr
d) Software-Engineer:	110.00€ p/hr
e) Workshop Work:	70.00€ p/hr
f) Service Technician:	68.00€ p/hr
g) Electrician:	85.00€ p/hr

- h) Set-up Costs: 58.00€ p/hr
i) 24 hr Emergency Service turn-around service charge surcharge 350.00€

The following surcharges may be added to the above rates, when applicable:

- a) Overtime of 1-2 hours per day 25%
b) Overtime of more than 2 hours per day 50%
c) Work on Saturdays 50%
d) Work on Sundays 100%
e) Work on Public Holidays 100%
f) Evening work from 7:00 pm – 6:00 am 60%
g) An allowance for difficult working conditions, e.g. Working from heights in excess of 5 (five) meters, in sitting water or swampy ground, in dusty air, around acid fumes, in indoor temperatures exceeding 30°C, in snow, rain or storms, of at least 10% shall be added, or otherwise based on the rate set for the particular specialization in the collectively bargained agreements.

Public Holidays shall be those set out by law in the locality where the work is to be performed.

VIII: Per Diem/Housing Expenses

CLIENT is to pay a per diem of 30€ for each member of AXMANN's personnel, for each work day exceeding five hours (combining both work and travel time). This per diem shall cover both meals and expenses. Boarding expenses shall be invoiced separately together with receipts for expenses incurred or, upon AXMANN's choice, calculated at a flatrate of 31€ a night per personnel member. The per diem shall be due even on Sundays and Holidays that fall during the installation/repair period.

IX. Travel Expenses

CLIENT shall be responsible for all incurred travel and incidental expenses related to the installation/repair assignment. Barring any written agreement to the contrary, the following expense calculations apply:

- a) The equivalent price of a second class ticket with the Deutsche Bundesbahn for each member of AXMANN's personnel.
or
b) In lieu of train transportation, AXMANN may decide to employ a service vehicle for transportation purposes. In this case, each kilometer travelled to-and-from the worksite shall be charged at a rate of 1.00€.

CLIENT shall also be responsible for all weekend and home travelling done by AXMANN personnel as set out in collectively bargained agreements or by law. CLIENT shall also be responsible for any transportation costs resulting from interruptions of the assignment where AXMANN is not at fault.

X. Assignment Costs

Assignment Costs include the use of the tools necessary for performing the installation/repair in question, but do not include any other needed supplies.

AXMANN reserves the right to raise the Assignment Costs, Travel Expenses, collective bargain set Labour Costs, Per Diem and Housing Expenses and any other expenses that increase prior to the completion of the assignment, when the increase in these costs was not foreseeable. Travel, per diem, housing, assignment and transportation costs are all to be calculated separately.

All prices listed exclude VAT.

CLIENT shall pay the VAT separately, barring any written agreement to the contrary.

CLIENT shall be responsible for any loss or damage to apparently necessary equipment or tools during transport to or during storage at

the installation/repair facility, unless the damage or loss is mostly AXMANN's fault.

AXMANN has the right to invoice CLIENT on a weekly basis for any installation/repair assignments that exceed one week. AXMANN reserves the right to demand partial or full payment for installation/repair assignments should a CLIENT payment be delinquent and AXMANN further reserves the right to refuse to provide installation/repair services until delinquent accounts are current.

XI. Work Log

Each member of AXMANN's personnel shall fill out two copies of the work log, documenting the hours worked, travel time, waiting periods not attributed to AXMANN, preparation and completion time. One copy is to be kept by CLIENT and one is to be signed by CLIENT and returned to AXMANN's personnel.

CLIENT has the obligation to verify AXMANN personnel's work and report complaints to AXMANN prior to assignment completion.

XII. Completion, Warranty and Deficiencies

The warranty period is one year from the end of the installation/repair work or, if an official hand-over is necessary, from the time of the hand-over, barring any written agreement to the contrary.

AXMANN shall inform CLIENT of the completion of the contractually agreed upon installation/repair work without delay (hereinafter known as completion notification). The completion notification may be submitted in writing, electronically or by fax. Upon delivery of the completion notification, CLIENT shall carefully inspect the services provided by AXMANN without delay and report any deficiencies to AXMANN in writing, electronically or by fax (hereinafter known as deficiency report). AXMANN's provided services shall be deemed to be accepted by CLIENT and deficiency free, in so far as this is necessary, in regards to any deficiencies that would have been plainly apparent or discovered by a prompt and careful inspection, should no deficiency report be delivered to AXMANN within 7 (seven) days of delivery of the completion notification. AXMANN's provided services will also be considered accepted by CLIENT should CLIENT begin use of the installed/repared facilities prior to submitting a deficiency report.

A deficiency report will not bar an acceptance of the installation/repair services, if the reported deficiencies do not substantially hamper the use of the installed/repared facilities.

Liability for repair work performed by AXMANN is limited to the repair work requested. AXMANN is in no way obligated to look for other deficiencies which may impact or hinder the facilities functionality. Damage to the facilities caused by normal use over time or improper use are not AXMANN's responsibility. AXMANN's liability is limited solely to those parts of a facility that were installed/repared by AXMANN.

AXMANN has the right and duty to either replace or fix any deficient materials or deficient services provided by AXMANN within a reasonable time. CLIENT has the right to withdraw from its contractual obligations or to reduce its financial obligation in case a second attempt to perform the installation/repair services fails, is impossible to perform, unreasonable, is rejected by CLIENT or is disproportionately delayed.

Should a deficiency be attributable to AXMANN, then CLIENT can demand damages under the conditions set out in section XIII.

The warranty will be invalidated if CLIENT makes changes or has changes made by a third party to the installed/repared facilities without AXMANN's prior written approval that make a deficiency correction impossible or unreasonably difficult. Either way, CLIENT shall be responsible for any additional deficiency correction costs these changes generate.

XIII. Liability

AXMANN has limited liability under this section, regardless of the legal grounds in question, but in particular due to impossibility, delay, deficient or improper delivery, breach of contract, breach of duty

during contract negotiations and unapproved actions caused by AXMANN's own action or inaction.

AXMANN is liable for damages caused by negligent or malicious actions performed by itself or its legal agents or hired help that lead to loss of life or physical harm to people or their health.

AXMANN is liable for any other damages caused by grossly negligent or malicious actions performed by itself or its legal agents or hired help.

AXMANN is only liable for damages caused by careless actions performed by itself or its legal agents or hired help when the damages in question impact a substantial contractual obligation, which for these purposes, is an obligation that is required for the proper completion of the contract and one that CLIENT may expect to see fulfilled in the normal course of business. AXMANN's contractual obligations, thus are the obligation to a timely and complete installation/repair which is free of any deficiencies that would impair functionality or use of the installed/repared facilities in more than a negligable fashion, as well as consulting, protection and custodial obligations that will allow CLIENT to use the installed/repared facilities or that will safeguard the lives and health of CLIENT's personnel, as well as protect CLIENT's property from considerable harm.

AXMANN's liability for a breach of a substantial contractual obligation is limited to the amount that AXMANN typically could have anticipated based on the information available at the time of signing this contract. AXMANN's liability for replacement and compensation is limited to a total sum of 250,000€ (two hundred fifty thousand) per incident. AXMANN is not liable for indirect harm, subsequent damages or lost profits in the above cases.

In addition, AXMANN is not liable for simple careless actions.

AXMANN's eventual liability under the German Product Liability Law, if any, is unchanged. Furthermore, the above liability limitations do not apply, if CLIENT claims damages due to a missing promised feature or an attribute of the service/product, that was not performed/supplied.

Any technical information given or consulting work provided by AXMANN that was not part of the contractually agreed upon services is provided without remuneration and is free of any liability.

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XIV. Jurisdiction

AXMANN shall have the right to choose between Leipzig and CLIENT's local jurisdiction when determining where a legal dispute between the parties is to be heard, if CLIENT is a "Kaufmann", a legal entity, a seperate public estate or has no general jurisdiction in Germany. Should a legal action be brought against AXMANN, then the sole jurisdiction for such an action is Leipzig. Statutory regulations requiring specific jurisdictions superceed this section.