

## **General Installation Conditions (AMB)**

### **1. Scope of validity**

1.1 These General Installations Conditions (hereinafter: **AMB**) shall apply to the installation, commissioning, and trial operation of machines, installations, products, and accessories provided by W. Kunz Drytec AG (hereinafter: **W. Kunz dryTec AG**), hereinafter referred to as **services**. Any deviating mandatory legal provisions or individual written agreements between the contractual parties shall remain in effect.

1.2 These AMB shall also apply to any monitoring during installation, commissioning, and trial operation conducted by W. Kunz dryTec AG.

1.3 These AMB shall replace all previously applicable General Installation Conditions between the parties or of W. Kunz dryTec AG.

1.4 By ordering or accepting the services rendered by W. Kunz dryTec AG, the purchaser (hereinafter: **purchaser**) accepts these AMB without limitation or reservation.

1.5 Any conditions of the purchaser deviating from these AMB shall be rejected and considered invalid unless W. Kunz dryTec AG has explicitly agreed to them in writing.

1.6 W. Kunz dryTec AG may modify these AMB at any time.

### **2. Obligations of W. Kunz dryTec AG**

2.1 W. Kunz dryTec AG shall oblige to provide the services through its qualified personnel in a careful and professional manner. Liability on the part of W. Kunz dryTec AG shall not be personal. W. Kunz dryTec AG may replace its personnel, in part or as a whole, at any time and without prior notification.

### **3. Obligations of the purchaser**

3.1 The purchaser shall make all necessary preparations at its own expense to allow the services to be provided in a timely manner and without any difficulties or interruptions. While doing so, the purchaser shall meet all guidelines established by W. Kunz dryTec AG. The purchases shall, therefore, agree to meet the following obligations including:

3.1.1 Informing W. Kunz dryTec AG about regulations concerning the provision of services, the operation, and the prevention of accidents and injuries;

3.1.2 Procuring all immigration and departure, residence, work and other permits for personnel, tools, equipment, and material, etc. required by W. Kunz dryTec AG;

3.1.3 Taking all precautions necessary for the prevention of accidents and injuries. W. Kunz dryTec AG may refuse to commence or interrupt its work if the safety of personnel and material cannot be guaranteed;

3.1.4 Providing the necessary support if a member of the personnel of W. Kunz dryTec AG is taken ill or involved in an accident;

3.1.5 Submitting all information and plans concerning the conditions on site required by W. Kunz dryTec AG for the provision of the services;

3.1.6 Ensuring that the installation site remain accessible to vehicles of the required size at all times, in particular outside of the regular business hours on site;

3.1.7 Conducting all preparation work to be provided locally and otherwise as specified by W. Kunz dryTec AG; in particular, performing all necessary disassembly, cleaning, and modification work at the existing installations, facilities, and buildings as well as appropriate disposal of all components involved;

3.1.8 Providing an installation site or building;

3.1.9 If agreed upon, providing skilled and unskilled workers equipped with the necessary tools and equipment. While no contractors of W. Kunz AG, these workers shall have to follow the instructions established by W. Kunz dryTec AG;

3.1.10 Providing suitable lifting gear including operating personnel (if necessary, a crane or mobile crane), appropriate scaffolding as well means of transportation to transport personnel and material, and suitable workshop equipment and measuring devices;

3.1.11 Providing a lockable room suitable for storing work equipment, tools, and devices provided by W. Kunz dryTec AG;

3.1.12 Providing sanitary facilities and all necessary workrooms as well as means of communication such as broadband Internet connections, phone service, telex, etc.;

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3.1.13 Providing electric power, lighting, heating, compressed air, water, steam, fuels, etc.;

3.1.14 Providing necessary consumable, auxiliary, and installation materials, cleaning agents and lubricants, and incidentals for assembly, etc. as well as the free-of-charge provision of special safety equipment as required by the purchaser, the responsible safety inspectors, and the applicable legal regulations.

3.1.15 Waste disposal.

3.2 If the purchaser fails to meet its obligations in a timely and appropriate manner, W. Kunz dryTec AG shall be entitled to pursue the following options after the expiration of a short time limit (no more than three days):

3.2.1 it may meet the obligations of the purchaser itself or have them met by a third party. The costs incurred by W. Kunz dryTec AG or such third party shall be borne by the purchaser, who shall have to settle the costs when prompted to do so for the first time. It may also demand payment in advance;

3.2.2 It may stop rendering its services temporarily or permanently, and shall have the right to maintain or withdraw from the contract.

3.2.3 It may claim damages;

3.2.4 Any additional rights shall remain reserved.

### **4. Work hours**

4.1 The regular weekly work hours of the personnel of W. Kunz dryTec AG shall be 43 hours per week distributed over 5 work days. If, for reasons beyond the control of W. Kunz dryTec AG, work hours have to be reduced, the regular work hours shall be charged, and no reduction in price shall be granted.

4.2 With regard to the daily work hours, the personnel of W. Kunz dryTec AG shall comply with the operational and on-site conditions present at the purchaser's premises. The regular daily work hours shall be between 6am and 8pm.

4.3 According to numbers 4.1 and 4.2, respectively, hours worked in excess of the regular weekly work hours shall be considered overtime.

4.4 The work hours between 8pm and 11pm shall be considered evening work.

4.5 The work hours between 11 pm and 6 am shall be considered night work.

4.6 Work hours worked on Sundays and the general holidays applicable in Dintikon or at the site of installation shall be considered Sunday work if work takes place between 5:30pm on the day preceding the holiday and 7am on the day succeeding the holiday.

4.7 Evening, night, and Sunday work shall only be conducted if W. Kunz dryTec AG has ordered such work.

4.8 The increased personnel costs resulting from work considered overtime, evening work, night work, or Sunday work shall be borne by the purchaser unless the purchaser can provide proof that W. Kunz dryTec AG is solely responsible for the necessity of such work times.

### **5. Travel time and other times considered work hours**

5.1 Travel times as well as any appropriate preparations prior to and after the journey shall be considered work hours according to number 4.

5.2 Travel time shall also include the time necessary to handle official paperwork for checking in and out as well as for receiving authorization.

5.3 If no board and/or lodging can be found in the vicinity of the installation site, the time required for the single daily commute from the place of board and/or lodging to the installation site in excess of 15 minutes shall be treated as work hours.

5.4 If, for reasons beyond the control of W. Kunz dryTec AG, the personnel of W. Kunz dryTec AG is prevented from conducting its work properly or is delayed after the completion of the work, W. Kunz may treat this waiting time as work hours and charge for such time accordingly. The same shall apply to any other downtime beyond the control of W. Kunz dryTec AG.

### **6. Personnel charges**

6.1 The personnel used by W. Kunz dryTec AG shall be paid on a time and material basis (direction) in accordance with the rates set by W. Kunz dryTec AG or the rates agreed upon. The following additional charges shall apply as well:

- Surcharge Evening work	25%
- Surcharge Night work	50%
- Surcharge Sunday work	100%

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### **7. Travel expenses and other costs**

7.1 All travel expenses for the arrival at and the departure from the site of installation as well as for transportation at the site of installation (public transportation, if suitable, otherwise, rental cars), shall be borne by the purchaser and shall be charged on a time and material basis.

7.2 Travel expenses shall include such additional necessary expenses as insurance, freight, customs, baggage, medical examinations, passport, visa, and immigration documents as well as residence and work permits, etc.

7.3 Travel expenses shall be charged in accordance with the applicable rates set by W. Kunz dryTec AG or the rates agreed upon.

7.4 The purchaser shall guarantee to the personnel of W. Kunz dryTec AG (even in an event specified by number 5.4) to provide proper and sufficient food as well as proper, clean, and heated individual accommodation at the site of installation and its vicinity. Board and lodging expenses not borne by the purchaser as well as any additional costs for beverages, laundry, etc. shall be billed to the purchaser at the applicable rates and expenses. *Alternatively*, the purchaser may - at the discretion of W. Kunz dryTec AG - be charged a daily fee for board and lodging set up by W. Kunz dryTec AG or mutually agreed upon.

7.5 W. Kunz dryTec AG shall provide its personnel with the usual hand tools. Specialized tools, specialized equipment, and specialized measuring and testing devices shall be charged to the purchaser. Expenses for transportation and insurance as well as additional expenses, charges, and fees incurred in connection with the import and export of specialized tools, equipment, as well as measuring and testing devices shall be borne by the purchaser.

7.6 W. Kunz dryTec AG may also charge the purchaser for any consumable, installation, and assembly material supplied by W. Kunz dryTec AG.

7.7 Except for income tax, taxes, duties, fees, and social security contributions W. Kunz dryTec AG or its personnel have to pay in connection with the work to be performed shall be borne by the purchaser.

### **8. Miscellaneous provisions**

8.1 Unless otherwise specified in these AMB, the General Delivery Conditions of W. Kunz dryTec AG

(ALB) shall apply. In the event of a dispute, the AMB shall be superseded by these ALB.

8.2 In the event of discrepancies between different language versions of these AMB, the German version shall apply and prevail.

8.3 Any notifications shall be addressed to W. Kunz dryTec AG, Taubenlochweg 1, CH-5606 Dintikon.

8.4 Should a provision of these AMB, in part or as a whole, be declared void or ineffective, such declaration shall have no effect on the validity, effectiveness, and enforceability of the remaining provisions. Any ineffective provision shall be replaced by a valid provision, which is as similar as possible in economic and business objectives as was intended by the unenforceable provision.

### **9. Court of jurisdiction and applicable law**

9.1 The ordinary courts at the registered office of W. Kunz dryTec AG shall have exclusive jurisdiction to settle any disputes arising between the contractual parties. However, W. Kunz dryTec AG shall have the right to sue the purchaser before any other responsible court.

9.2 All legal relations between the parties shall be subject to the material laws of Switzerland excluding the "United Nation agreement on Contracts for the International Sale of Goods (CISG) from April 11, 1980 (Vienna or UN purchasing right)."

Dintikon, October 2006