

General Maintenance, Assembly, Customer Service and Repair Conditions

I. General, Conclusion of the Contract

1. Insofar as these conditions refer to repair work, repair items, prices, periods, this relates to maintenance, assembly and customer services and technical processing.
2. Caverion remains bound to its offers for 15 calendar days. Insofar as an order or an unopposed order confirmation is submitted, this shall have priority over these conditions with respect to the content of the contract and the extent of the repairs. All subsidiary agreements and changes to the contract must be confirmed in writing by Caverion. The General Terms and Conditions of the ordering party shall not form part of the contract.
3. Without the consent of Caverion, no offers, costing, plans, drawings, calculations, verifications of calculations, quotations or other documents of Caverion may be copied, modified or made available to third parties and are to be returned immediately to Caverion in the case of non-fulfilment of the contract. In this case any copies that have been made must be destroyed.

II. Statements of Costs

1. Upon conclusion of the contract - and upon request - the ordering party shall be informed of the anticipated price of the repairs, which is however without obligation unless a price has been agreed. If it is not possible to carry out the repairs for this price, or if during the repairs Caverion considers additional work to be necessary, the agreement of the ordering party is to be obtained if the stated costs are exceeded by more than 20%. Up to this value Caverion may carry out any necessary work at the expense of the ordering party without the separate agreement of the ordering party.

III. Price and Payment

1. The price of the repairs shall be based on the contract, or where there is no contract on the offer. If no contract has been concluded and no offer has been made or additional services have been provided, the price of the repairs shall be based on the hourly rates attached as Appendix 1. In this case consumable and other materials and other services shall be charged for on the basis of the current wholesale trade lists. If no such list is available, the remuneration shall be based on the standard local rates. All prices are quoted as net prices. The net prices shall be subject to value added tax at the rate that is applicable on the date on which the text becomes due for payment. At the request of Caverion the ordering party shall confirm the services that have been provided on a daily basis.
2. Caverion is entitled to request an appropriate advance payment upon conclusion of the contract.
3. In the calculation of the repairs, the prices for the parts and materials used and other special services, as well as the prices for the work performed, the travel and transport costs are to be shown separately in each case. Insofar as the repairs are performed on the basis of a contract or offer, reference to this is sufficient, with only deviations to the scope of services being listed separately.
4. Payments are to be effected within 8 calendar days after the performance of the repairs and receipt of the invoice.
5. The ordering party can only set off counterclaims which are undisputed or legally established.

IV. Repairs which cannot be carried out

1. The services performed and any further expenditure that has been incurred and for which evidence is provided (time searching for errors equals working time) shall be charged to the ordering party if the repairs cannot be objectively carried out for reasons for which the contractor is not responsible, in particular because
 - the fault to which the complaint relates did not occur during the inspection,
 - spare parts cannot be procured,
 - the ordering party is responsible for the agreed appointment being missed,
 - the ordering party did not make the item to be repaired available,
 - the ordering party did not ensure access to the item to be repaired at the agreed time,
 - the contract was terminated during the performance of the repairs.

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- Repairs which cannot objectively be performed are deemed to be equivalent to the case that a fault/defect cannot be economically rectified after consultation with the ordering party.
2. The item to be repaired only has to be returned to its original condition at the express request of the ordering party in return for reimbursement of the costs, unless the work that has been carried out was not necessary.

V. Participation and Technical Assistance on the part of the Ordering Party in the case of Repairs not carried out at the Contractor's Factory

1. The ordering party shall - at its own expense - support the repair personnel in the performance of the repairs.
2. The ordering party shall take the necessary measures to protect individuals and property at the location where the repairs are performed. The ordering party shall also inform the person in control of the repairs of any specifically applicable safety regulations, insofar as this is of importance for the personnel performing the repairs. The ordering party shall also notify Caverion of any infringements of such safety regulations on the part of the repair personnel.
3. The ordering party is under an obligation at its own expense to provide technical assistance, and in particular to:
 - a) provide the necessary suitable assistants in the number required for the repairs and for the required period; the assistants shall comply with the instructions of the repair manager. Caverion shall not assume any liability for the assistants. Insofar as a defect or damage is caused by the assistants as a result of instructions issued by the repair manager, the provisions contained in sections IX and X shall apply accordingly.
 - b) carry out all construction, bedding and scaffolding work, including procurement of the necessary building materials.
 - c) provide the necessary scaffolds, hoisting devices and other devices and heavy tools, as well as the requisite articles and materials of daily use. The above must be provided in accordance with the statutory and trade association safety regulations.
 - d) provide heating, lighting, operating power, water, energy, including the necessary connections, lockable recreation rooms and workrooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the repair personnel.
 - e) provide the necessary dry and lockable rooms for storing the tools and material of the repair personnel.
 - f) protect the repair location and materials against all types of harmful influences and clean the repair location.
 - g) provide materials and carry out all other actions required for the adjustment and commissioning of the item to be repaired and carry out a contractually agreed test procedure.
4. The technical assistance of the ordering party must ensure that the repairs are started immediately after the arrival of the repair personnel and can be carried out without delays until the acceptance test by the ordering party. Insofar as the repairs are delayed for reasons for which Caverion is not responsible, or if they are interrupted for such reasons, Caverion shall be entitled to withdraw its repair personnel, submit a claim for the costs of the journey to and from the repair location and charge for the waiting time.
5. Insofar as the ordering party does not comply with its obligations, Caverion is entitled - but not obliged - after notification to carry out the actions for which the ordering party is responsible in its place and at its expense. In all other respects the statutory rights and claims of the contractor, as well as the provisions of IV, shall continue to apply.
6. All excavation, foundation, plumbing, roofing, steel construction, building and other ancillary work in which Caverion has no expertise, as well as the opening and closing of breakthroughs, slots, core drill holes, inspection facilities in walls, ceilings and shafts, electrical, cabling and regulation work - insofar as this has not been explicitly commissioned to be performed by Caverion - including the required experts and assistants, building materials and tools, are to be provided by the ordering party.
7. Before the start of the assembly work the ordering party shall provide of its own accord the necessary information concerning the position of concealed electricity, gas and water lines or similar systems, as well as the necessary information on statics.

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8. If the item to be repaired was not supplied by Caverion, the ordering party shall point out any existing industrial property rights applicable to the item; insofar as Caverion is not responsible, the ordering party hereby exempts Caverion from any claims of third parties based on industrial property rights.

VI. Transport and Insurance in the case of Repairs performed at the Contractor's Works

1. Unless otherwise agreed in writing, any transport of the item to be repaired to and from the contractor's works which is requested by the ordering party — including any packaging and loading — shall be performed at the ordering party's expense; otherwise the item to be repaired shall be delivered by the ordering party at its own expense to Caverion and collected by the ordering party again from Caverion after the performance of the repairs. In all cases the ordering party shall bear the transport risk.
2. At the request of the ordering party the transport to and from the contractor's works shall be insured at the ordering party's expense against the insurable transport risks, e.g. theft, breakage, fire etc.
3. During the repair period at the factory of Caverion there is no insurance protection. The ordering party is responsible for ensuring the maintenance of the existing insurance protection for the item to be repaired e.g. with respect to fire, water, storm and machinery breakdown insurance. Only at the explicit request and at the expense of the ordering party can insurance protection be obtained for these risks.

VII. Repair Period

1. The information provided concerning the repair period is based on estimates and is therefore not binding.
2. The ordering party can only request the agreement of a binding repair period, which must be designated binding in writing, when the extent of the work to be performed is precisely known.
3. The binding repair period is deemed to have been complied with if by the time of its expiry the item to be repaired has been made ready for transfer to the ordering party or - in the case of a contractually agreed test procedure - this has been carried out.
4. In the case of additional or extended orders submitted at a later time, or in the case of additional necessary repair work, the agreed repair period shall be extended accordingly.
5. Insofar as the repairs are delayed due to unforeseen circumstances (breakdown, industrial action, force majeure, interventions by public authorities etc.) or for reasons for which Caverion is not responsible, the repair period shall be extended by a reasonable amount, provided that such unforeseen circumstances can be shown to have affected the completion of the repairs; this shall also apply if such circumstances occur when Caverion is already in default.

VIII. Acceptance

1. The ordering party is under an obligation to perform an acceptance test of the repair work as soon as it has been informed that the repair work has been completed and any contractually agreed testing procedure for the item to be repaired has been carried out. Insofar as an insignificant defect is present, the ordering party cannot refuse acceptance. If the acceptance test is not performed within 2 weeks after notification that the repair work has been completed, the acceptance test shall be deemed to have been performed. Receipt of the final invoice shall be deemed notification of the completion of the repair work.
2. All self-evident defects are to be reported to Caverion within 14 calendar days of the date of the acceptance test; otherwise these are exempt from any liability for defects. This does not apply insofar as the ordering party is a consumer within the meaning of §13 of the German Civil Code.

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IX. Warranty

1. After the acceptance of the repairs Caverion shall be liable for defects to the repairs which occur after the acceptance test in the same manner that it has to rectify the defects. The ordering party shall notify Caverion immediately in writing of any defects that are found.
2. In the case of any improperly performed changes, maintenance or repair work performed by the ordering party or third parties without the agreement of Caverion, the liability of Caverion shall not apply to the resulting consequences.
3. Except in the cases covered by §438 para 1 (2) of the German Civil Code (BGB) and §634 a para 1 (2) of the German Civil Code (BGB), the warranty period shall be 12 months. This period shall begin upon the acceptance of the services. This does not apply
 - a) in the case of intent or gross negligence,
 - b) in the case of culpable injury to life, limb or health,
 - c) insofar as liability applies according to the Product Liability Act for personal injury or material damage to privately used objects,
 - d) in the absence of properties which have been explicitly guaranteed, if the specific purpose of the guarantee was to safeguard the ordering party against damage not occurring to the goods themselves,
 - e) in cases where an important contractual obligation (cardinal duty) is infringed,
 - f) if a defect has been fraudulently concealed.
4. If it becomes apparent that a notice of defects has been incorrectly submitted, the ordering party shall reimburse Caverion for the expenditure it has incurred on the basis of the hourly rates attached in the form of Appendix 1.

X. Contractor's Liability, Exclusion of Liability

1. Insofar as parts of the item to be repaired are damaged for reasons for which Caverion is responsible, Caverion shall - at the discretion of the ordering party - repair these at its own expense or deliver new parts. The level of the obligation to replace the damaged parts shall be limited to the contractually agreed price of the repairs. In all other respects X.3 shall apply accordingly.
2. If through the fault of Caverion the item to be repaired of the ordering party cannot be used as contractually agreed as a consequence of a failure to perform or the incorrect performance of the suggestions and advice submitted before or after the conclusion of the contract, as well as other secondary contractual obligations — in particular the instructions for operating and servicing the item to be repaired — the provisions contained in sections IX, X.1 and X.3 shall apply accordingly to the exclusion of all other claims by the ordering party.
3. With respect to damage that is not incurred by the item to be repaired itself, Caverion shall be liable - for whatever legal reasons - only:
 - a) in the case of intent or gross negligence,
 - b) in the case of culpable injury to life, limb or health,
 - c) insofar as liability applies according to the Product Liability Act for personal injury or material damage to privately used objects,
 - d) in the absence of properties which have been explicitly guaranteed, if the specific purpose of the guarantee was to safeguard the ordering party against damage not occurring to the goods themselves,
 - e) in cases where an important contractual obligation (cardinal duty) is infringed,
 - f) if a defect has been fraudulently concealed.

Insofar as the liability of Caverion is excluded, this also applies to the personal liability of the employees, personnel, co-workers, representatives, bodies and vicarious agents of Caverion.

Insofar as a contractual penalty has been agreed for default and/or for the non-achievement of guaranteed values, the liability for the consequences of the default and/or the non-achievement of the guaranteed values shall be restricted to the agreed contractual penalty.

All further claims are excluded.

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XI. Applicable Law, Place of Jurisdiction

1. For all legal relationships between Caverion and the ordering party, the law of the Federal Republic of Germany which is applicable to the legal relationship of domestic parties shall apply exclusively.
2. Insofar as this may be agreed, the place of jurisdiction is the place of business of the branch of Caverion which concluded the contract.
3. Insofar as one or more provisions of this agreement are null and void or contestable, this shall not affect the validity of the remaining provisions. In place of the legally invalid part of the contract, a provision shall be agreed that comes as close as possible in a legally permissible manner to what the parties concluding the contract would have agreed if they had been aware of the invalidity of the respective provision. This shall also apply to cases where this contract contains an omission.
4. We do not participate in the Alternative Dispute Resolutions action.

Appendix

Appendix 1 – Hourly rates as of March 15, 2018 – Pages 6 to 8

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Hourly Rates

for the accounting of maintenance, assembly, customer service and repair services

Our experienced and trained specialists are available for the maintenance, assembly, repair, testing and technical processing of your systems. The rates stated here are net prices within the meaning of German value added tax law. Value added tax will be applied to the prices stated below at the rate applicable on the date on which the text becomes due for payment.

These hourly rates apply only in conjunction with our current maintenance, assembly, customer service and repair conditions dated March 15, 2018, which can be found on the Internet at www.caverion.de.

I. Rates charged for Assembly/Service Personnel

1. Hourly Rates

Monday to Friday regular working time (8.0 hours) between 7 a.m. and 5 p.m.	Travel and Working Time
Assistant	€ 35,50
Fitter, service fitter	€ 51,00
Service engineer	€ 58,00
Service engineer heating/ventilation/plumbing/sprinkler/electrical	€ 58,00
Service engineer refrigeration	€ 65,00
Customer service engineer, construction supervisor, assembly inspector, emergency service engineer	€ 66,00
Commissioning - special fitter	€ 78,00
Commissioning - measuring and control systems engineer, fire alarm system engineer	€ 89,00
Inspection tasks and documentation, draftsman, CAD engineer, draughtsman	€ 92,00
System engineer	€ 97,00
Engineer, Project manager	€ 120,00

In addition to the hourly rates, a one-off charge of € 75,00 is raised. This charge is implemented when repair services outside of normal working hours are required. It covers the costs of the call-out service and the repair service hotline.

The individual working time of our personnel is 40 hours a week.

2. Overtime Surcharges

For each hour we apply a surcharge to the standard hourly rates as follows:

For the first two hours of additional work before or after the regular daily working time	25%
For each further hour of overtime	50%
For Saturday working	50%
For work carried out on Sundays and public holidays	100%
For work performed on public holidays which at the location where the work is performed are subject to the compulsory payment of wages and which are normal working days at the company	150%
Night-time working (regular shift work; not overtime) in the period from 8 p.m. to 6 a.m.	30%
night-time working which is also overtime	60%

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3. Supplementary Allowances per Hour

In addition to the above hourly rates and overtime surcharges, we also apply the following allowances:

I. €4,-

- Dismantling of pipe insulating materials.
- Attaching glass and stone wool insulation to heating pipes, as well as insulating ducts of all kinds.
- Work done on boilers, boiler elements, waste water pumps, scrubbers or heat exchangers which have all been in use.
- Boiler or tank exchange or cleaning them with chemicals, or work in foundries or in chemical factories (vapours, acids, etc.). Work of this nature in new buildings is exempt.
- Work done in rooms which are hotter than 42 degrees, or work on the interior of containers where heat, gas or smoke development occurs.
- Work and cleaning work done in ducts or crawl spaces up to 1.2 meters in height.
- Cleaning of dirty filters containing oil and the cleaning of extractor fans in kitchens.
- Work done which requires respiratory masks to be worn in accordance with the UVV (regulations for the prevention of industrial accidents).
- Work done on hanging scaffolds where the decking is narrower than 90 cm at and above an elevation of 10 meters.
- Work done in nuclear power plant hot zones, or similar facilities where it is necessary to wear protective clothing made of fabric.

II. €6,-

- Work done on hanging scaffolds where the decking is narrower than 90 cm at and above an elevation of 15 meters.
- Work done in nuclear power plant hot zones, or similar facilities where it is necessary to wear protective clothing made of fabric, and to wear respiratory masks with an air supply, or with a portable breathing apparatus.

III. €8,-

- Work done on hanging scaffolds where the decking is narrower than 90 cm at and above an elevation of 25 meters.
- Work done in nuclear power plant hot zones, or similar facilities where it is necessary to wear full protection.

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4. Daily Allowance per Calendar Day and Hour

In order to meet their daily expenses, an allowance is charged for each of our employees per calendar day for the time when he or she is away from our works or branch. This charge is calculated on the basis of the location of the respective Caverion branch. The basis for the calculation of the allowance is the following zones. The stated rates are to be understood per hour of work and travel.

Short-distance	Zone 1 =	0 to 15 km	€2.10
	Zone 2 =	16 to 50 km	€3.60
	Zone 3 =	51 to 80 km	€4.80
Long-distance	Zone 4 =	81 to 150 km	€6.10
	Zone 5 =	from 151 km	€7.40

The long-distance allowance is also to be paid on Sundays, public holidays and on Saturdays when work is not normally carried out.

The hourly rates for the foreign allowance are based on the cost of living in the respective country.

II. **Travel Costs**

Use of a car, station wagon or workshop vehicle €1.20/ km

The travel costs for return journeys, overnight accommodation and all necessary journeys for the performance of the work, including costs for the transport and storage of tools and luggage, as well as other necessary out-of-pocket expenses, are to be borne by the ordering party plus a surcharge of 15 per cent.

III. **Travel Time and Transit Time**

Travel, transit and setup times are deemed to be working time.

IV. **Waiting Time**

We charge for the waiting time, including expenses, when the assembly personnel are objectively hindered from performing their work or held back for some reason after completion of the work for reasons for which we are not responsible.

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