

Attachment 1 to General Conditions of Sale Conditions for Contracts including Services

(RM GCS 2101 E ATT 1 REV 2012-11-07)



1. General:

1.1. "SITE" means the place where the Services have to be performed.

2. PARTIES Representatives:

2.1. CUSTOMER and RENK-MAAG shall each appoint a person to act as its representative for the purposes of the SERVICES and shall each notify the other PARTY in writing of such appointment prior to RENK-MAAG's personnel arrival at site. Such person shall have full authority to act on behalf of CUSTOMER and/or END-USER or RENK-MAAG respectively for the purposes of the SERVICES.

2.2. For the purposes of this CONTRACT, RENK-MAAG's representative and other personnel shall be deemed to be authorized representative of RENK-MAAG and nothing herein shall establish the relationship of master and servant as between CUSTOMER and RENK-MAAG's representative and other personnel.

3. Labour provided by CUSTOMER:

3.1. Where required by the CONTRACT or where subsequently agreed between the PARTIES in writing, CUSTOMER shall provide, at its own expense, skilled and unskilled labour sufficient in quantity and competency to undertake the relevant identified work. Such labour shall include at least one foreman who is fluent in English and/or German language.

3.2. CUSTOMER shall procure and maintain suitable Workman's and Employer's Liability Insurance as required by the applicable law for any labour provided by him under the CONTRACT.

3.3. The skilled and unskilled labour provided by CUSTOMER or END-USER shall remain the servants and under the control of CUSTOMER or END-USER, as the case may be, but shall work to the orders and instructions of RENK-MAAG's representative. RENK-MAAG shall not be liable for any act, omission or negligence of such labour, except to the extent that such act or omission is as a result of the proven negligence of RENK-MAAG's representative (subject always to the limitations contained in Paragraph 21 of the GENERAL CONDITIONS OF SALE).

4. Facilities provided by CUSTOMER:

4.1. CUSTOMER shall provide the following facilities at his own expense:

a) Adequately furnished and equipped living accommodation to European standards for use by RENK-MAAG's personnel throughout their period at SITE together with subsistence and other reasonable expenses of RENK-MAAG's personnel.

b) Transportation for RENK-MAAG's personnel between place of arrival and departure and SITE and for transportation between accommodation and SITE.

c) Any special clothing for RENK-MAAG's personnel that may be required for the applicable SITE conditions.

d) Except as otherwise stated in the CONTRACT, all tools and equipment required to perform the SERVICES, including but not limited to, hand-tools, any special tools, heavy tools, lifting equipment, hoist, crane, scaffolding, lighting and welding sets. All such tools and equipment shall be maintained in a safe and suitable condition by CUSTOMER and, where applicable, be fully tested and certified.

e) All SITE security, protection and watching together with implementing the correct operating and maintenance of all safety systems, procedures and equipment.

f) All suitable consumables required for the SERVICES, including but not limited to, heating, gas, fuel, compressed air, electricity, lubrication materials and other sundry items.

g) Suitable lockable storage, security and protection for all materials and equipment.

h) Arrangement for the provision of letters of invitation to enable RENK-MAAG to arrange necessary visas.

i) Permits, including work permits, licenses and approvals.

j) All necessary parts, spare parts or replacement parts to perform the SERVICES.

4.2. CUSTOMER shall be responsible for any loss or damage to tools, plant, equipment, materials and consumable stored or placed upon the SITE and shall procure and maintain suitable insurance policy to cover all risks.

4.3. CUSTOMER also undertakes to maintain the SITE and facilities, upon which RENK-MAAG's personnel may be required to enter, in a safe condition, and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and to give RENK-MAAG's personnel all instructions necessary. RENK-MAAG shall make sure that its personnel will follow all instructions reasonably made by CUSTOMER.

4.4. CUSTOMER'S failure to comply with the obligations stated in Paragraphs 4.1, 4.2, and 4.3 above shall entitle RENK-MAAG to either stop rendering its SERVICES, and/or postpone the delivery and/or ask for additional charges for the lost time of its service personnel.

5. Working Hours:

5.1. The applicable working hours shall be as stated in the CONTRACT.

5.2. After a period of not more than sixty (60) DAYS, or such other period as stated in the CONTRACT, of attendance by any of RENK-MAAG's personnel at SITE and in addition at the Christmas / New Year period, RENK-MAAG's personnel are entitled to a return visit to their country of residence. The cost of the journey from and to SITE shall be paid by CUSTOMER to RENK-MAAG.

6. Time Sheets:

6.1. At the end of each week RENK-MAAG's personnel shall submit time sheets to CUSTOMER's or END-USER's representative, showing all hours worked, to whom they are chargeable and any other items that are reimbursable by CUSTOMER. CUSTOMER's representative shall sign such time sheets and return them to RENK-MAAG's personnel within forty eight (48) hours of receipt. Should CUSTOMER's representative disagree with the content of the time sheets, he shall discuss such disagreement with RENK-MAAG's representative within such forty eight (48) hours period.

7. Accidents, Sickness and Medical Facilities:

7.1. In cases of sickness or accidents to any of RENK-MAAG's personnel, CUSTOMER shall provide, at his own cost, suitable qualified medical and dental care including medicines. Any treatment requiring hospitalization shall be given in a private ward.

8. Areas of High Risk:

8.1. In the event that, due to the location of the SITE, RENK-MAAG is unable to obtain insurance cover in respect of employer's liability, personal accident and/or travel under RENK-MAAG's present policy for RENK-MAAG's personnel, CUSTOMER shall pay any additional required premiums that RENK-MAAG may incur to provide such special insurances. However, should it not be possible for RENK-MAAG to obtain such suitable insurance cover or existing cover is withdrawn during the course of the SERVICES, RENK-MAAG is hereby relieved of its obligations under the CONTRACT. In this event RENK-MAAG shall not be in breach of any obligations hereunder and CUSTOMER shall have no right of claim against RENK-MAAG either under the CONTRACT or against any bank guarantee or surety given by RENK-MAAG.

RENK-MAAG GmbH

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