

**#GTC# General Terms and Conditions of
ecotec -rational engineering- KG, Munich
in consult veritas.™**

#TS# Terms for Sending

TS-0 Terms for sending an ecotec engineer/supervisor to a field job: for consulting, supervising, engineering, project management, test running, start-up and commissioning. The following netto rates (plus VAT) are applicable:
TS-1 Per day up to max. 10 hours; daily rate is 650,-EUR, but not less as 350,-EUR
For overtime the following amounts are charged:
- EUR 120,- per hour for the first 10 hours overtime per week from Monday through Saturday.
- EUR 150,- per hour for all hours in excess of the above mentioned 10 hours from Monday through Saturday and all working hours on Sunday.
TS-2 EUR 100,- per day extra for each day when ECOTEC engineer is over two weeks away from Munich.
TS-3 A week consists in principle of 50 working hours. Travelling time from and to the Munich office, local travelling time, as well as waiting time on site outside ECOTEC's responsibility are considered working hours.
TS-4 All travel expenses between departure from and return to Munich are to be provided by the customer. For the one-way flights longer as 6 hours of total flight-time the business class tickets are acceptable.
TS-5 All hotel, food and beverages, based on a fine hotel to Western European standards, preferably located in the vicinity of the site, are at the customer's expense.
TS-6 If, for reasons outside ECOTEC's responsibilities, the ECOTEC engineer is forced to wait five days or longer, or if such a wait proves to be inevitable, the ECOTEC engineer may return home. Costs for travelling home and back to the site are at the customer's expense.
TS-7 ECOTEC will not be held responsible for the quality of the erection and installation job since these are outside ECOTEC's supply.
TS-8 For test-running and starting-up sufficient capable personnel with proper tools should be available to assist, according to the judgement of the ECOTEC engineer.

#AI# Acceptance of an Installation before commissioning

AI-1 For meeting the warranty conditions given by ECOTEC on machinery and or production results, it is required to inform ECOTEC approximately 3 weeks before the final date of Start-up in order for ECOTEC to inspect the whole layout of installation.
AI-2 The inspection mentioned under AI-1 can be carried-out based on a checklist; (See ECOTEC sheet nr. AIC-0); or as mentioned under AI-3.
AI-3 The ECOTEC representative / commissioning engineer will check installation layout on spot.
AI-4 All machines should be installed in accordance with the instructions given by ECOTEC.
AI-5 Special attention should be paid to safety regulations.
AI-6 Installation for addition of steam, water or other liquids should be according to ECOTEC advises.
AI-7 Connections of motors and control system should be based on ECOTEC Electrical scheme.
AI-8 Relevant parts like rollers, die, and spare die should be available before commissioning takes place.
AI-9 ECOTEC is not responsible for the quality of the erection and installation work.
AI-10 When relevant shortcomings in items mentioned in AI-2 and AI-9 are found, which may influence the commissioning procedure and or process results, AI-11 goes into effect.
AI-11 In case of necessary alteration of the installation as mentioned in AI-10, all alterations must be carried out before final commissioning.
AI-12 When so approved by ECOTEC, and only then, acceptance of an installation visit (AI), can be combined with commissioning of an installation visit (CI).
AI-13 When ECOTEC has approved installation based on point AI-2, AI-3 and AI-9, and/or when relevant shortcomings mentioned in AI-10 and AI-11 have been eliminated, installation is ready for final commissioning.
AI-14 Costs for acceptance visit, as mentioned under AI-3, are charged based on ECOTEC sheet number #TS#.

#CI# Commissioning of an Installation

CI-1 Final commissioning can only take place after conditions for Acceptance of Installation mentioned in ECOTEC sheet AI, have been met.
CI-2 During commissioning, the ECOTEC commissioning engineer will have technical responsibility only for machinery supplied by ECOTEC.
CI-3 ECOTEC does not take any responsibility for machinery outside of the ECOTEC supply.
CI-4 Educated labour assistance must be available to the ECOTEC commissioning engineer.

CI-5 Well-qualified maintenance assistance must be available with the necessary tools, during commissioning time.
CI-6 As far as applicable, raw material, steam, air, water, other liquids, power and so forth must be available in proper quality and capacity at all times.
CI-7 During commissioning it is essential that well trained production personnel are available to the commissioning engineer.
CI-8 After a maximum of 4 hours of "continuous" running of the installation, or after mutual consent of the commissioning engineer and responsible party for the customer, the commissioning period is ended.
CI-9 If so desired by commissioning engineer, commissioning protocol ECOTEC sheet number. CIP must be filled out and signed for approval by both participants; ECOTEC and customer.
CI-10 Commissioning costs are charged based on the conditions given on ECOTEC sheet nr. TS.

#AS# After Sales Service

AS-0 If so desired, after final commissioning, an After Service Visit may be performed by a ECOTEC Commissioning Engineer and/or ECOTEC representative/agent.
AS-1 Whole installation layout can be checked under production circumstances.
AS-2 Machinery and production results can be discussed and analysed in detail.
AS-3 Additional instructions can be given to production and maintenance staff.
AS-4 Advice on future maintenance spares availability and safety rules can be discussed.
AS-5 The ECOTEC After Service visit will be charged based on ECOTEC sheet nr: TS.

#TG# Terms of Guarantee

TG-1 In order for the guarantee to apply, commissioning and start-up by a ECOTEC approved commissioning engineer is obligatory (See terms AI, CI and AS).
TG-2 Commissioning, start-up and operator training is not included in our prices. Wages, travel and lodging will be invoiced separately. (See terms for sending an engineer)
TG-3 During the guarantee period original ECOTEC dies, rollers, wear- and spare parts have to be used.
TG-4 The equipment we supply is under guarantee for a period of 12 months after commissioning, with a max. of 18 month after delivery.
TG-5 For general trade item's included in the delivery, such as sensors, switches, geared motors, electric motors, solenoid valves etc. ECOTEC maintains the guarantee set by the original manufacturer of such item's, with a minimum of 6 months after commissioning and a max of 12 months after delivery.
TG-6 During the guarantee period ECOTEC is obliged to provide replacement parts within a reasonable period.
TG-7 Replacement parts will be supplied under the same shipping conditions as the original supply.
TG-8 Repairs or replacing faulty parts can be done by the purchaser after written approval from ECOTEC.
TG-9 Repairs or disassembly of general trade items, such as sensors, switches, geared motors, electric motors, solenoid valves etc. without approval of ECOTEC or the original supplier will invalidate the warranty on subject item.
TG-10 Wear parts are excluded from the guarantee except for those cases where the defect is the clear result of faulty design, materials or workmanship.

#AG# Acceptance of a Guarantee claim

AG-1 The claim needs to be filed within the validity period of the guarantee. Claims filed after this period will not be taken into consideration.
AG-2 Proper evidence of the cause of failure must be handed over to ECOTEC. ECOTEC will determine the nature of the failure upon investigation of the supplied evidence.
AG-3 Any demand for parts will be handled as an order with due terms of payment.
AG-4 After ECOTEC concludes a claim to be valid or partially valid based on AG-2; all applicable payments will be credited.
AG-5 ECOTEC will not take responsibility for any mishaps caused by storms, unforeseen delays at customs or any other causes that are out of ECOTEC's control.

#AL# Applicable Law, Court

AL-1 Exclusively Arbitration Tribunal of Munich Chamber of Commerce, 1 arbitrator, German law and language.

General Terms and Conditions of
sapsan Engineers & Consultants, Munich
in consult veritas.

www.sapsan.de

#TS# Terms for Sending

TS-0 Terms for working and/or sending of a SAPSAN Engineer/Consultant to a field job: consulting, sales engineering, project management, supervising of supply, test running, start-up and commissioning. The following rates are applicable:

TS-1 Per day up to max. 10 hours; daily rate is 750,-EUR, but not less as 375,-EUR. For overtime the following amounts are charged:

- EUR 120,- per hour for the first 10 hours overtime per week from Monday through Saturday.

- EUR 150,- per hour for all hours in excess of the above mentioned 10 hours from Monday through Saturday and all working hours on Sunday.

TS-2 EUR 100,- per day extra for each day when SAPSAN engineer is over one week away from home.

TS-3 A week consists in principle of 50 working hours. Travelling time to and from the Germany, local travelling time, as well as waiting hours on site outside SAPSAN's responsibility are considered working hours.

TS-4 All travel expenses between from and return to Munich are to be provided by the customer. For the one-way flight longer as 6 hours of total flight-time the business class tickets are acceptable.

TS-5 All hotel, food and beverages, based on a hotel to Western European standards, preferably located in the vicinity of the site, are at the customer's expense.

TS-6 If, for reasons outside SAPSAN's responsibilities, the SAPSAN engineer is forced to wait five days or longer, or if such a wait proves to be inevitable, the SAPSAN engineer may return home. Costs for travelling home and back to the site are at the customer's expense.

TS-7 SAPSAN will not be held responsible for the quality of the erection and installation job since these are outside SAPSAN's supply.

TS-8 For test-running and starting-up sufficient capable personnel with proper tools should be available to assist, according to the judgement of the SAPSAN engineer.

#AI# Acceptance of an Installation before commissioning

AI-1 For meeting the warranty conditions given by SAPSAN on machinery and or production results, it is required to inform SAPSAN approximately 3 weeks before the final date of Start-up in order for SAPSAN to inspect the whole layout of installation.

AI-2 The inspection mentioned under AI-1 can be carried-out based on a checklist; (See SAPSAN sheet nr. AIC-0); or as mentioned under AI-3.

AI-3 The SAPSAN representative / commissioning engineer will check installation layout on spot.

AI-4 All machines should be installed in accordance with the instructions given by SAPSAN.

AI-5 Special attention should be paid to safety regulations.

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AI-7 Connections of motors and control system should be based on SAPSAN Electrical scheme.

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#AL# Court, Applicable Law

AL-1 Exclusively Arbitration Tribunal of Munich Chamber of Commerce, 1 arbitrator, German law and German language are applicable.