



**Carter Process Control GmbH**

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## **Conditions for Service**

### **1 General**

#### **1.1 Scope**

These Conditions are valid for work undertaken in connection with ON SITE maintenance, repair, modifications and commissioning, as well as for similar services of the Seller (Carter Process Control GmbH) as agreed upon in each individual case (hereafter referred to as "Work").

#### **1.2 General Buyers (Customers) responsibilities**

The Buyer has to instruct the Seller in the event of shortcomings, damages or deficiencies which has an influence on the work and which were observed prior to start of the work.

In the case the Buyer provides assisting labor (skilled personnel, helpers etc.) these workers have to comply with the Seller's working instructions, but will nevertheless remain the Buyer's employees, subordinated and responsible to him. In the event of serious shortcomings etc. the Seller can demand the change of these labor(ers).

The site is responsible to have a safe working procedure in place (i.e. accident prevention).

Unless otherwise agreed the Buyer is responsible for obtaining the necessary spare parts in due time and to place them at the disposal of the Seller's serviceman. Delay in carrying out the work due to missing spare parts (which were not caused by Seller) are charged as waiting time according to the agreed rates.

#### **1.3 Sellers (Carter Process Control GmbH) responsibilities**

Seller guarantees to carry out the Work in a professional manner utilizing qualified personnel. For any subcontracting labor provided by seller the same guarantee applies.

The Seller's personnel are responsible to follow the Health and Safety procedures relevant to site. The Seller's personnel are entitled to refuse/stop work if the safety of the personnel/unsafe practices are apparent.



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## **2 Daily and hourly rates**

### **2.1 General**

Unless otherwise agreed invoicing is based on the rate sheet in effect at the time service is rendered. Days and hours are calculated from the day of departure of the Seller's serviceman (leaving his base) until his return to his base.

The invoice location for field service is Austria (Carter Process Control GmbH).

### **2.2 Personal preparation time (prior to travel)**

a) Europe: 1 working hour

b) Rest of the World: 2 working hours

### **2.3 Mobilization time (to provide the documents and tools etc.)**

a) Home country 2 Working Hours

b) out of Home country 4 Working Hours

c) out of EAMEI 8 Working Hours

### **2.4 Working and travelling time**

a) The normal weekly working time is, in general, to be distributed over the working days indicated in the rate sheet (customer or local requirements). If, due to reasons beyond the control of the Seller, a shorter working time than 40 hours / week has to be maintained, the standard 40 hours working time will be invoiced.

b) The time limits for the standard rates are 06.00 (6 a.m.) and 20.00 hours (8 p.m.). 1st 8 hours in this period standard rate applies

c) Travelling time weekdays will only be charged to a maximum of 12 hours per day (without overtime)

d) Waiting time weekdays not caused by seller up to a maximum of 8 hours per day

e) Per calendar day for a field service trip a minimum of 8 hours will be accounted (exception is i.e. completion of project etc.)

### **2.5 Overtime +25%**

a) Hours in excess of the normal daily or weekly working time worked between 06.00 and 20.00 Std. 8 hours exceeded

c) Working time between 20.00 and 06.00 hours during normal working days (night work)

b) Working- travelling and waiting time on Saturday (travelling time max. 12 hours)



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### **2.7 Overtime +50%**

- a) Working- travelling and waiting time on Sundays (or day equal to Sunday in the western world), (travelling max. 12 hours)
- b) Night overtime; Overtime worked between 20.00 and 06.00 hours
- c) Public holidays; Days are listed in the rate sheet

### **2.8 Surcharges (nuclear power plants)**

When the Work is carried out under difficult conditions in nuclear power plants i.e. protective clothing or breathing equipment has to be worn a surcharge per working hour will be invoiced

Class 3: Nuclear primary side; Charged regarding total hours worked in protective clothing, gloves and mask

Class 4: Nuclear primary side; Charged regarding total hours worked in protective clothing, gloves and breathing equipment

## **3 Work to lump sum price**

This price is based on the proviso that all preliminary work is carried out and completed by the customer in good time and that work can proceed smoothly and with no hindrance due to matters beyond the control of the Seller.

Furthermore, a standard wear and tear of the equipment is considered.

Extra (surplus) work which has to be carried out by the Seller due to reasons beyond his control, such as subsequent changes to the content or scope of the agreed work, waiting times, surplus work due to the unexpected condition of the equipment, additional travelling etc. will be invoiced at the agreed rate.

## **4 Expenses**

### **4.1 Travelling cost**

The costs for the journey to and from the country concerned, as well as for travelling within the said country using a means of transport as chosen by the Seller, are invoiced to the Buyer. Flight and rental car are invoiced "at cost" plus a 10% handling fee. All other items will be invoiced "at cost base" with receipts provided. Invoicing is also to include such associated costs as insurance, freight, customs duties, charges for luggage, passports and visas, provision of the entry, residence and work permits, medical examination on arrival and departure, as well as "home leave" of the Seller's personnel.



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**4.2 Use of motor vehicle per km**

The use of motor vehicles will be charged according the amount indicated in the rate sheet.

**4.3 Daily travelling working site - hotel**

Up to 20 km / day will be invoiced as a flat rate which covers the daily travel from hotel to site. If due to the circumstances a suitable accommodation can't be found nearby (i.e. all hotels fully booked) the distance from hotel to site will be charged upon effective km driven.

If the time need for travelling to site exceeds 60 minutes per day this "surplus" time will be invoiced as travelling time.

**4.4 Accommodation allowance**

The standard rates for accommodation are listed on the rate sheet. If the standard rates are applied no receipts are necessary.

If no suitable accommodation can be obtained with the standard rate the accommodation will be invoiced at cost (including receipt).

If the customer provides the accommodation on his expense no charge for accommodation will be invoiced. The accommodation must heat able / air conditioned and have good sanitary facilities.

**4.5 Boarding + secondary charges**

The standard rates for boarding/secondary charges are listed on the rate sheet. These rates are used for food, entertainment and other living expenses while the serviceman is working. If these standard rates for invoicing are applied no receipts are necessary.

In the event the customer provides serviceman with wholesome and adequate food, 20% of this rate will be applied (various small expenses)

**4.6 Other expenses**

Other expenses linked directly to the job as for example rental car cost, road tax, business fax and telephone etc. will be charged with 15% surcharge on the costs (receipt will be provided)

**5 Home leave**

If the Sellers personnel have to spend a long period of time away from home, they shall be entitled to home leave. The period of absence for such an entitlement is specified in the rate sheet. The cost of the return journey, i.e. from the Work location to the Contractor's Registered Office and back, shall be covered by the Buyer under the condition listed under "Travelling".



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## **6 Tools and Equipment**

### **6.1 Hand carried, standard tools**

Unless otherwise agreed Seller is responsible for equipping his serviceman with a normal, hand carried (standard) set of tools. Big tooling as torque wrenches, spanners bigger than 32mm must be supplied by the customer. Supervision of work (Supervisor) is always without tools. For nuclear facilities NO hand carried (normal, standard) set of tools are supplied.

### **6.2 Special and big tooling**

Special tools (i.e. seat cutting device etc.), big tooling, measurement and testing devices are supplied on a rental base. The duration of hire is to be calculated from the day the items are dispatched from seller premises until their return.

Transport and insurance costs, as well as further expenses, dues and charges in connection with the delivery to and return of tools and equipment from the Work location will be invoiced "at cost" base.

### **6.3 Scaffolding, lifting equipment and site supplies**

Unless otherwise agreed the Buyer is responsible for:

- a) Access to the valves (i.e. appropriate Scaffolding).
- b) Suitable craneage and other lifting devices, in good working order, with attendant personnel.
- c) Electrical energy and suitable lighting.
- d) Compressed air supply, water and other supplies as necessary for the work.

### **6.4 Civil work**

Unless otherwise agreed the Seller is not responsible for any kind of civil work (i.e. concrete base for placing equipment, protection cabinet delivery/assembly etc.)

### **6.5 Consumables (standard)**

Necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous small items are to be provide by the Buyer.



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**7 Acceptance of work**

As soon as the Buyer is notified that the Work is ready for inspection/completed, he has to inspect same in the presence of the Seller's serviceman.

Any deficiencies are to be reported immediately and if possible solved on site priory to the departure of the serviceman. If the customer fails to do this, the Work shall be deemed to have been accepted.

On presentation of the time sheets, the Buyer shall verify the Work performed by the seller serviceman with his signature. If this verification is not undertaken by the customer in due time, the entries of the seller serviceman shall serve as a basis for calculation.

**8 Warranty of work**

Seller guarantees for a period of twelve months (after the completion of the work) for the service work which had been carried out.

The Seller shall repair or replace at his own discretion and within a reasonable period of time the object on which Work has been performed, any parts thereof or spare parts delivered and fitted within the terms of the contract, provided they have become defective or unserviceable during the period of warranty. If after Sellers inspection this is proved to be the result of poor workmanship or faulty material supplied by the Seller and provided that these deficiencies are notified to the Seller in writing immediately upon their discovery.

If the Buyer operates the equipment outside the specification (design parameters) of the Seller no warranty is given.



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## **9 Liability**

(a) The Seller shall be liable for personal injury and / or property damage which may occur during the execution of the work consigned to him, within the scope of legal liability and customary insurance coverage for third party liability. However, he should not be liable for damages for the object concerned and / or any other objects unless the Buyer can prove that the Seller has acted with gross misconduct. The Seller's liability including that of his agents, personal or subcontractors, shall be limited to the amount of the actual service carried out by Seller.

Any further claims of the Buyer, in particular for compensation of damages of any sort, are - from whatever cause arising - excluded. The Buyer shall be responsible for any damage caused by his personal. This applies also if the Seller's personnel are directing or supervising has caused the damage. The buyer shall also be responsible for any damage caused through deficiency in the tools, equipment and materials provided by him. This applies also when the Seller's personnel have used them without lodging a complaint.

(b) If Seller furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, other use or resale of the goods, Seller shall not be liable for, and Buyer assumes all risk of, such advice and the results thereof.

## **10 Insurance**

The Seller maintains adequate insurance for his serviceman and for the equipment they are working on. Information concerning the types of insurance and their amount will be furnished by the Seller upon request.

## **11 Emergency call out**

In case the field service technician must be on site within 72 hours, there will be charged an extra fee of 25% per hour. (72 hours between phone call to field service and field service technician available on the plant).

## **12 Cancellation / Modification of Scheduled Field Service Visits**

### **12.1 Cancellation / rescheduling of Service visit within 48 hours**

In the case of cancellation / rescheduling of a Field Service visit within 48 hours - 7 calendar days of the scheduled start of the field service visit a charge of 1000 euro will be paid by the Buyer.



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### **12,2 Cancellation / rescheduling of Service visit within 24 hours**

In the case of cancellation / rescheduling of a Field Service visit within 24 -48 hours of the scheduled start of the field service visit a charge of 10% of the budgetary offered price or lump sum price will be paid by the Buyer.

### **12,3 Cancellation / rescheduling of Service visit less than 48 hours**

In the case of cancellation / rescheduling of a Field Service visit less than 24 hours of the scheduled start of the field service visit a charge of 20% of the budgetary offered price or lump sum price will be paid by the Buyer.

### **12,4 Cancellation / rescheduling fees**

In all cases Seller will charge for all costs incurred due to the cancellation / rescheduling of the Field Service visit such as fees for cancellation / modification fees incurred for flight tickets etc. from third party companies.

## **13 Availability of Field Service Personal**

Seller must receive the P.O. with the exact schedule of field service minimum 6 weeks before the field service starts. Otherwise it cannot be guaranteed to have a Field Service Technician available for the requested dates of the service.

## **14 Data Privacy**

In accordance with § 107 (3) Austrian Telecommunications Act (TKG), the Company shall send the Buyer information and announcements about the products, services and events offered by the Company in the business segment of the Company to an appropriate extent by e-mail within the framework of the business relationship. The Buyer may refuse this use of electronic contact information free of charge and without any difficulties. The refusal could be made at any time, in particular at the time of its collection and additionally at each transfer. After rejection, the personal data necessary for the electronic provision of information (title, first and last name, e-mail address) will no longer be processed for this purpose and will therefore be deleted. A refusal has no effect on the legality of the information received so far.

If (in addition to the previous paragraph) electronic contact information is processed on the basis of the consent of the recipient for the purposes stated in the previous paragraph, the processing is carried out until revocation, which is possible for the Buyer at any time and without giving reasons.