

# Conditions for Servicing and Modification Work (Foreign Countries)



## 1 Scope

Servicing (inspection, maintenance, repair), modifications and recommissioning (hereinafter collectively referred to as "Work") shall be subject to these conditions and supplementarily, Contractor's "General Conditions for Erection Work Abroad".

## 2 Extent and Execution of Work

- 2.1 The Work shall be performed on the Client's premises or at the plants of the Contractor, whichever is the more expedient.
- 2.2 If the Work is carried out on the Client's premises, the Client shall make his workshop facilities available to the personnel of the Contractor.
- 2.3 If additional labour or material are necessary, they will be provided without Client's prior consent unless he has expressly reserved the right of prior approval.
- 2.4 Unless otherwise agreed, replaced parts will not be returned.

## 3 Cooperation of the Client

- 3.1 The Client shall place at the Contractor's disposal all available technical documentation relevant to the object concerned.
- 3.2 If the necessary spare parts are not included in the contract, the Client will have to order them and place them at the disposal of the Contractor's personnel in due time.
- 3.3 If necessary, the Client shall arrange for the timely transport of the object concerned.

## 4 Time Limits

All time limits specified for the performance of the Work are based on estimates and shall not be considered binding.

## 5 Charging of Costs

- 5.1 Unless otherwise agreed, the Work shall be charged according to the time and material expended. This shall also apply to the preparation of technical documentation, examination reports, expertises, evaluation of measurements or the like.
- 5.2 On request, the Client will be advised of the results of the examination prior to the commencement of the Work. Any statements concerning the expected costs are estimates and shall not be binding. Should the Client, on the basis of the examination, not wish the Work to be executed, the costs incurred for the examination as well as the dismantling and reassembly Work shall be charged to him.
- 5.3 Packing material shall be charged at cost and is non-returnable unless otherwise agreed.
- 5.4 The costs incurred for transport and storage shall be borne by the Client.

## 6 Terms of Payment

- 6.1 Unless otherwise agreed, payment shall be made upon receipt of the invoice, without any deduction, in the currency agreed to one of the accounts of the Contractor.
- 6.2 If the Client fails to make payment on the agreed due dates, the legal consequences of the delay shall become

effective without prior notice. Without prejudice to any other or further rights or claims, interest on defaulted payment shall be charged at the rate (in per cent) being the sum of 8 plus the amount of the then actual base rate under the legislation concerning the former discount rate of the German Federal Bank (i.e. 8 per cent above the "Basiszinssatz" under § 1 *Diskontsatz-Überleitungs-Gesetz*). Payment of such interest shall not release the Client from his contractual obligation to pay, when due.

- 6.3 In the event of late payment, especially if the Client discontinues payment or applies for a settlement or moratorium, all amounts payable to the Contractor shall become due immediately.

## 7 Risk of Damage or Loss

The Client shall bear the risk of damage to or loss of the object concerned during transport, storage or execution of the Work, also if the Work is performed at the plants of the Contractor.

## 8 Liability

- 8.1 Irrespective of the place where the Work is performed, the Contractor shall not be liable for any damage occurring to the object concerned during transport to and from the plants of the Contractor, during storage or during execution of the Work.
- 8.2 Supplementarily the conditions of the Contractor's "General Conditions for Erection Work Abroad" shall apply

## 9 Insurance

The Client shall, at his own expense, arrange the necessary insurance covering any damage to the object concerned. The Contractor shall be included as in this insurance coverage as a co-insured party.

## 10 Warranty

- 10.1 The Contractor shall either repair or replace, at his discretion and within a reasonable period of time, any parts directly worked upon by him or spare parts delivered and fitted within the terms of the contract that become defective or unserviceable during the period of warranty if this is proved to be the result of poor workmanship or faulty materials supplied by the Contractor, provided that these deficiencies are notified to the Contractor in writing within the warranty period. The cost of transport from and to the Client's premises as well as of dismantling and refitting shall be borne by the Client.
- 10.2 The period of warranty shall be six months from completion of the Work.
- 10.3 The Contractor shall not provide warranty if, contrary to his express recommendations, Work was ordered other than what he considered necessary.
- 10.4 For Work carried out under warranty, the Contractor shall provide warranty to the same extent as for the original Work but not beyond the warranty period of the latter.
- 10.5 Any further claims on the part of the Client with regard to deficiencies shall be excluded.