

All service visits, including but not limited to supervision of erection and commissioning, general service visits and maintenance visits, executed by HAZEMAG Systems GmbH (hereinafter called "the Supplier") are governed exclusively by the following conditions unless other co-determining documents are expressly agreed upon by the parties. Any deviating conditions provided by the other party in the tender or the purchase order will be valid only if accepted by the Supplier in writing, even if no express objections are made. Should specific conditions be agreed for individual orders or attached to the order, then such conditions will prevail over these General Conditions of Service Visits. These General Conditions of Service Visits are supplementary and thus subordinate to the Supplier's General Conditions of Supply. Should there be any discrepancies between two languages in bilingual texts, the English text will be binding. In these conditions the singular includes the plural. Only agreements in writing between the contracting parties will be valid. Any service visits required due to defects for which the Supplier is liable during the warranty period are excluded from these conditions with the exceptions of clauses I, IV (except IV.1, 7, 8), V and VI.1 and 2.

I. Occupational safety

In addition to German occupational health and safety regulations the Supplier's service engineer will follow any exceeding safety regulations required by local law or by the customer. The purchaser will inform the Supplier on these regulations in time before the service visit.

II. Scope of supervision of erection & commissioning

In the absence of any other agreement, supervision of erection & commissioning typically comprises following services:

1. The Supplier's service engineer provides guidance during erection and installation of the machine/plant delivered by the Supplier.
2. After erection is completed the Supplier's service engineer will visually check the installation for completeness and correctness.
3. The Supplier's service engineer supervises the commissioning process and guides the purchaser's operating personnel how to commission the machine/plant delivered by the Supplier successfully.
4. During the performance tests the Supplier's service engineer will assist the purchaser in carrying out the tests properly and measuring the performance parameter.
5. During the whole process the Supplier's service engineer provides training to the purchaser's personnel to enable the purchaser to operate and maintain the delivered machine/plant in accordance with the Supplier's manual and to achieve the best possible performance of the said equipment.

III. Scope of general service and maintenance visits

If not stipulated otherwise, general service and maintenance visits ordered by the purchaser comprise following services:

1. The Supplier's service engineer visually inspects the machine/plant and analyse the status and settings.
2. In order to enhance the performance of the machine/plant the Supplier's service engineer makes suggestions for improvement and adjusts the machine/plant settings where required.
3. Faults are analysed and repairs and replacements are carried out as far as possible with available means and parts.
4. If applicable, the Supplier's service engineer gives advice for improvement of any peripheral equipment.
5. The Supplier's service engineer provides operation and maintenance training at the machine/plant and explains the operation and maintenance instructions.

IV. Obligations of the purchaser

1. For planned service visits the purchaser gives the Supplier an early notice for the requirement of the service engineer, minimum 4 weeks in advance.
2. The purchaser assists the Supplier in obtaining visa and work permits for the purchaser's country and provides any necessary documents, if applicable.
3. The purchaser arranges the safe transfer from/to airport or train station, whatever applies, as well as local conveyance if arrival by flight or train.
4. It is the obligation of the purchaser to inform the Supplier on any safety regulations required by local law or site rules before the service visit.
5. The purchaser provides to the Supplier's service engineer appropriate board and lodging of European standard including:
 - stable internet access
 - access to international telephone connections
 - German or English speaking staff at the reception desk
 - restaurant or canteen for having meals
 - an assortment of cold and warm meals and drinks
 - service for the cleaning of the private laundry
 - daily room cleaning and change of towels
 - a comfortable bed and weekly change of bed linen
 - a wardrobe
 - a lockable safe (in the room)
 - a separate bathroom (en suite), including shower and toilet and hot and cold water
 - air condition or heating (depending on the respective climatic conditions)
6. The purchaser ensures minimum working and safety standards for the Supplier's service engineer, including:
 - office space and general office equipment
 - theft proof storage facilities near the place of assembly
 - internet access
 - first aid infrastructure (first aiders, first aid equipment) and access to medical treatment, if required
7. The purchaser is obliged to make payments in time.
8. If applicable, the purchaser prepares the job site including civil and foundation works in accordance with the requirements given by the Supplier.
9. The Supplier is responsible for the provision of tools, cranes and hoisting devices as per Supplier's guidelines.
10. Any necessary spare and wear parts are to be provided by the purchaser. The Supplier's service engineer will install original OEM spare and wear parts only.

11. The purchaser commits to provide skilled and unskilled workers as per Supplier's guidelines, if any. Minimum one person shall be in charge and English speaking.
12. The provision of sufficient power supply, consumables etc., as per Supplier's guidelines, is in the responsibility of the purchaser.
13. If applicable, the purchaser provides any materials and performs any other actions necessary for the accomplishment of performance tests.
14. In case of service visits required due to defects for which the Supplier is liable during the warranty period the Supplier is obliged to reimburse the purchaser for the reasonable costs incurred under subclauses 9. – 13. above.

V. Obligations of the Supplier and its Service Engineer

1. Before departure the Supplier will inform the purchaser on details of the service engineer such as name, passport no., date of birth and sex.
2. The Supplier will assign a qualified and experienced service engineer who is able to read and explain drawings and has fluent English skills, unless other language skills are agreed.
3. The Supplier's service engineer has good social skills and is able to provide comprehensive and easy to understand training to the purchaser's staff.
4. The assigned service engineer will bring and wear adequate personal protective equipment.
5. It is in the Supplier's responsibility to ensure that the assigned service engineer has all necessary insurances and vaccinations.
6. In case the assigned service engineer faces severe illness or has an accident which does not allow continuing work on site the Supplier will replace the service engineer by another one within a reasonable time period. All direct costs incurred by the replacement are to be borne by the Supplier.
7. The Supplier is responsible for payment of service tax in the purchaser's country, if applicable. VAT is not included therein and is to be paid by the purchaser.

VI. Working time

1. The daily working time of the Supplier's service engineer is 8 hours per day, any extra hours exceeding 8 hours per day will be counted as overtime. In total the daily working time including overtime is limited to 10 hours and the weekly working time is limited to 48 hours.
2. Between the end of one working day and the start of another one a rest period of minimum 11 hours is to be kept. The Supplier's service engineer is entitled to minimum 30 minutes break for working times exceeding 6 hours per day and minimum 45 minutes break for working times exceeding 9 hours per day.
3. Working time on weekends and bank holidays are subject to additional payment. The weekends and bank holidays as per the purchaser's country apply.
4. Travelling time is counted as working time.
5. Any idle time due to purchaser's reason will be charged as working time. If the Supplier's service engineer faces idle time due to Supplier's reasons it will not be charged.
6. The working time is recorded by the Supplier's service engineer on a daily basis. Time records needs to be signed by the purchaser's person in charge regularly.
7. If a service visit exceeds 3 months without interruption the Supplier's service engineer is entitled to a journey home. Travelling costs are to be borne by the purchaser.

VII. Expenses and invoices

In absence of any other agreement or the agreement on a lump sum price expenses are to be borne as follows:

1. Cost for arrival/departure: Air or train tickets are booked by the Supplier and tickets costs will be charged to the purchaser. For travelling times below 6 hours economy class shall be booked for flights and 2nd class for train rides, for travelling times equal to or exceeding 6 hours it shall be premium economy or business class and 1st class respectively. For arrival/departure by car the Supplier charges on a costs per kilometer basis at 0.80 Eur/km.
2. Additional expenses for change tickets and excess baggage: Any costs for change tickets and/or excess baggage will be paid by the Supplier and reimbursed by the purchaser unless these additional costs are clearly caused by the Supplier.
3. Local conveyance: If the Supplier's service engineer arrives by train or flight the transfer from/to the train station and airport respectively as well as the daily local conveyance to/from site are organized and paid by the purchaser. In case of arrival by car the daily local conveyance will be charged on a costs per kilometer basis at 0.80 Eur/km.
4. Board and lodging: Any costs for accommodation and meals at site provided to the Supplier's service engineer are to be covered by the purchaser. Meals out of site are paid by the Supplier's service engineer. The daily allowance is included in the daily service rate.
5. Incidental expenses: Costs for insurances as well as vaccinations, if and as far required, are borne by the Supplier. Costs for visa and work permits are paid by the Supplier and will be charged to the purchaser.
6. The working time of the Supplier's service engineer is charged per day on the basis of time records. The daily rates are as provided in the Supplier's offer or agreed in the contract.
7. Overtime is charged per hour on the basis of time records. The overtime rates are as provided in the Supplier's offer or agreed in the contract.
8. Invoices for service are issued monthly. The payment term for each invoice is 30 days unless otherwise agreed.
9. If a lump sum package is agreed for the provision of services the costs for arrival/departure, board and lodging and incidental expenses are included. Any working time in excess of the agreed working hours per week is charged additionally to the lump sum as overtime.