

Installation conditions of the Austrian high voltage and low voltage industry

valid as of May 1, 2000

I. General conditions

1. Starting installation

At the start of an installation, the constructional progress must be far enough along so that it is possible for an installer's work to proceed unimpeded. For above ground structures, this work also includes doing wall and roof plastering and installing doors and windows; for power plants, foundations being erected are to be handed over to us that are completely dry and hydrated.

With the installation of low voltage facilities, all professional work must be done in the stipulated areas according to proven line installation.

Furthermore, upon the start of installation work, the required spaces and installation facilities must be usable as defined by the Service Contractor Safeguard Ordinance.

2. Provided services

In principle, excluded from our services is all trade work (e.g. excavation work, bricklaying, stone cutting, woodwork, ironwork, stuccoing, wall work, painting, etc.), and the related materials (wedges, underlays, cement, sulfur, lead, plaster, grease, etc.), sewer covers, safety devices and all the operating material required for start-up or testing, as well as cleaning material including the removal of any dirt.

Building huts, scaffolding, ladders, especially mobile lifting devices and other heavy equipment, as well as drive devices (transmissions, belt drives and cables), measurement instruments, high voltage testing devices, etc. are to be provided by the customer at no charge; otherwise we will charge a rental fee of 2% of the cost for providing this equipment for each started week from the day it leaves the warehouse until the day it is returned, including the transportation costs for the same. Any electrical power, water or heat required for operating machinery or tools, or for lighting the construction site or construction huts are also to be provided by the client at no charge.

As defined by the contractor safety regulations, the client shall make the required premises and installation devices corresponding to today's standards available to our employees.

3. Installer living quarters

With remote installations, the client shall provide our installers in all cases – even if a flat rate has been agreed upon for the delivery of installation or if guaranty work is being done – appropriate and reasonable living quarters equipped with cold and hot water, cleaning service, heat and lighting: there should be no charge for this or we should be reimbursed for any costs that arise from the same. For shorter work periods, hotel costs shall be invoiced if they are higher than the overnight stay rates from the collective agreement. Likewise, in all cases, installation personnel shall be entitled to a lockable space to secure their tools and materials on the construction site.

The client is liable for loss of tools and materials due to theft, or break-in on the premises provided by the client.

4. Laborers

The client shall provide us with laborers and other tradesmen at no charge to assist in the work, regardless of whether the installation is paid per person and per working time or if a flat rate is paid. If desired and if possible, we can take over the provision of laborers and tradesmen – firstly at our applicable installation rates and secondly with a billing of the actual costs including taxes and social security fees plus a 15% administration surcharge. We are not liable for damage of any kind for laborers that the client has provided. The client is responsible for insuring the provided laborers against illness, accident, etc.

5. Work delays and interruptions

If the start of the installation work is delayed through no fault of our own or if the installation work suffers an interruption, the client shall be charged for all additional costs that arise such as travel costs, travel time, room and board costs, maintenance and set-up costs. If our employees are prevented from working the full normal working time (see point 6) through no fault of their own, the client shall still be charged for the entire normal working time. Billing of additional costs for repair work or breakdown periods shall

be charged to the client even if our work has been damaged by a representative of the client, by a third party or by an act of God, or if the start-up of the facility we have set up cannot be done immediately after the installation is completed at no fault of our own.

6. Shop rules

Our installation personnel shall adapt the shop rules when working for the client. Our usual operating hours apply as the normal working hours whereby the start and finish of working hours – inasmuch as is possible – shall be adapted to the applicable regulations of the client's operation.

7. Local installation, remote installation

The rates charged for local installation apply to services of our installation personnel for businesses established in the local area. For Vienna, the local installation rates apply within the administrative region of the municipality. If the daily work-related local installation requires absence from the business premises for more than 11 hours (including travel time and a 30 minute lunch break), installation personnel are entitled to a collective agreement allowance that shall be billed separately. For remote installations, charges shall be levied for expenses (such as expense allowances, overnight stay costs, etc.) for every Saturday, Sunday or statutory holiday, regardless of whether work is being done or not, according to the collective agreement.

8. Overtime hours, night work hours, Sunday and holiday hours

Overtime hours worked beyond the normal daily working time, on Saturdays or during work-free periods as defined by the Collective Agreement for Iron and Metal Manufacturing Industry shall be billed at overtime rates; night hours (work done between 7 p.m. and 6 a.m.) shall be billed at the night hour rates. However, the provision of services can only be carried out within the respectively applicable legal working hour limitations.

If, according to the contractual agreement, the client desires work to be done in the installation plant during work-free periods and there is a necessity for a rest-from-work period, these extra hours will also be charged in addition to normal hourly rates.

If, after leaving, the employee is called back to the place of business or plant to work overtime, then this employee shall be compensated for in every case with a 100 percent surcharge. If the place of business has more favorable regulations for employees in such cases, then the same shall apply instead of the above sentence.

For work done on Sundays, statutory holidays, or on December 24th until noon, we charge Sunday and holiday rates. Non-statutory holidays are considered business days and shall be invoiced as such even if the workers employed cannot work by order of the client or for another reason not advocated by us. If the client requests overtime work or work on Saturdays, Sundays, statutory holidays or during work-free periods as defined by the Collective Agreement for Iron and Metal Manufacturing Industry when flat rate work is being done, we will separately bill for the difference between the rates for normal working hours and overtime hours, night work hours, Sunday or holiday hours. According to the regulations of the Rest-from-Work Law, there is an obligation for a rest-from-work period during the week following the time when overtime hours are worked during the prescribed weekly weekend rest period of 36 hours. This rest-from-work period shall be billed according to the billing rates for normal hours.

9. Shift work and nightshift

For regular shift work and nightshifts, we bill a surcharge at normal working hour rates for hours of work falling in the period from 2:00 p.m. to 6:00 a.m. (2nd and 3rd shifts) to the extent of the normal daily working hours determined in the collective agreement.

10. Work done under difficult conditions

For work done in the daytime (tunnels, caves), a shift is considered to be an eight-hour normal working period. For work done in the daytime (tunnels, caves) or done in hazardous construction sites, (e.g. roofs of buildings, scaffolds, etc.) and for dirty work, welding work, working with

chemicals or nightshift work and work done above 1000 meters sea level, or for working in particularly difficult conditions, (e.g. highways where there is traffic), we bill a per difficult situation surcharge of 10% on top of the hourly rates. For installing and checking lighting protection facilities, antennas and electrical clock systems (towers, chimney stacks), we bill a special hazardous surcharge upon agreement.

11. Out-of-pocket expenses, travel-expense money, travel and waiting time, away time

11.1 Expenses

For out-of-pocket expenses – such as all transportation costs, travel-expense money, accommodation money, etc. – we calculate an administrative surcharge of 15% on the amounts paid out.

For local installations, we charge for the expenses for installation personnel for the trip to and from the place of installation and moreover, for travel and away time for each working day, and when the place of installation is far away from the plant (point to point):

up to 10 km1 normal hour and travel cost

over 10 km.....the actual time taken but with a minimum of 1 normal working hour and travel cost.

For remote installations, what has been stated applies to the installation site in the same way as if we would maintain a plant or construction office at the installation site. In other cases, we charge per working day, depending on the distance of the installation site from the accommodation (point to point):

up to 2 km.....no away time and no transportation money,

over 2 km up to 10 km 1 normal hour and transportation money,

over 10 km..... the actual time taken but with a minimum of 1 normal working hour and travel money.

11.2. Transportation and travel costs

We also charge for travel expenditures and travel time even if the installation is paid at a flat rate or in the form of unit pricing. The official kilometer rate is charged for journeys with motor vehicles.

11.3. Driver overtime hours

If a vehicle is driven by a driver during away times that fall outside of normal working hours, charges will be made for the vehicle driver overtime hours instead of normal hours (driver away time overtime).

11.4. Public transportation

If reimbursement is contractually agreed upon for only using public transportation, then there is a charge for the necessary travel or away times using public transportation, in addition to the charge for transportation expenses. This applies to both local and remote installations.

11.5. Non-installation work/additional services

If installation personnel are used to do non-installation work (additional services, e.g. giving instructions, transport work) or if they must wait without working for reasons caused by the client, or if after completing an installation they must temporarily operate the system, then we will separately bill for the time spent in this way including flat rate installations.

The time required for travel preparations (giving instructions, acquiring tools and materials, any kind of procurement of travel authorizations and travel tickets, dispatching goods, etc.), for preparing reports, shipping tools, etc. for both the outgoing and return journeys will be separately billed as normal working hours. The work time required at the installation location for starting and finishing the installation is considered working time.

12. Installation, start-up and service technicians

When utilizing a service technician or an installation and start-up technician at the request of the client or when the same are sent for guaranty test purposes, we charge for the travel costs (including per kilometer money), for transporting persons and luggage, and for overnight stay expenses, as well as the time for the outgoing and return journey and the normal working time of the technician sent according to the expense charge table rates. This billing still applies even if a case of liability is evident based on the guaranty. For services outside the normal working hours and/or otherwise work- free days, we charge the rates according to the charge table.

13. Installations abroad

For work abroad, separate conditions shall be agreed upon.

14. Provided personnel

If third party workers need to be provided and paid to carry out work for the client or if the client orders the same, we have the following per worker charge for costs arising to us and for expenses for local and remote installations for specialty personnel... 10%

for workers..... 6% of our applicable installation rates.

15. Installation insurance

The client can conclude comprehensive installation insurance himself for orders according to time expenditure or we can look after this for a fee.

If the client does not conclude any installation insurance, this omission cannot be held to our disadvantage.

16. Liability

The client is liable for damages outside the application area of the Product Liability Law only if his intentional or gross negligence can be proven against the background of the legal regulations. With repair contracts, etc. the client is not liable for the successfully diagnosing the cause of hidden or system-wide errors. Reimbursement for consequential losses or financial losses of savings not achieved, lost interest, or damages from claims of a third party against the client are excluded.

Joint liability is limited to the value of the order for the installation work.

Any compensation for damages is excluded when the general conditions for installation, start-up and operation (e.g. as specified in the operating instructions) or official certification requirements are disregarded.

We are not liable for devices handed over to us.

17. Guaranty

We guaranty the sending of suitable personnel. We guaranty the work we have professionally done for a period of 6 months from execution, but not the provided materials.

Note: Value added tax is added to all the amounts invoiced that are based on these installation conditions.

II. Special conditions

For working outside.

(e.g. local area networks, cable systems, overhead lines and contact lines)

1. Included in our services is the provision of installation tools, however not special equipment or tools such as cement mixers, pumps, especially motor-driven pumps, compressors, aerial platforms, installation platforms, site hoists, cable winches, emergency brakes, cranes, cableways, rope pulleys, block and tackle, ladders, etc. For providing this special equipment, the applicable rental fees at the time of use, which we will advise you of in advance, will be additionally charged. The same applies to camp facilities and their set up and kitchens.
2. We separately charge delivery and freight costs for outgoing and return transportation when shipping all tools and equipment. The one-time shipping of the equipment to the building site falls within the general scope of work.
3. The client is responsible in all cases for negotiations with landholders for receiving authorization for basic utilization. Likewise, the client shall arrange any cutting of forest areas or clearing of roads at his cost.
4. The client shall also bear any costs for unavoidable field and tree damage, as well as costs for removing and replacing fences, railings, etc. if the same is essential.
5. Establishing or improving access roads and their reconditioning, the building or strengthening of bridges and the like to a required extent, shall in each case only be carried out according to material and time expenditure.
6. Our installation personnel are only authorized to do blasting work if the required official approval for this has been obtained.
7. Refinishing work, such as the retightening of clamps on aluminum lines and putting back excavated earth, which are usually required after construction work, are not part of our services and therefore are not a part of our guaranty.
8. The hourly rates for installation work do not contain any surcharges for constant local jobsite supervision or for the required inspection of the construction work. Separately indicated jobsite supervision costs are calculated for the length of the construction period given in the bid. If this period is exceeded due to no fault of our own, the additional costs that arise shall be paid separately.
9. Additional costs due to delay in construction, interruption of construction, moving of the working parties for reasons that we do not advocate, as well as costs for measures taken to speed up the work, which is required to a normal degree with the increased utilization of tools and personnel, shall be separately billed. The same applies to authorized temporary storage by the client.
10. Financial losses due to poor weather when working outside (downtimes and waiting periods) are billed for separately. Flat rates given for services do not apply to seasonally difficult work. There is a surcharge for installation work occurring during the period from November 1, to March 31 that shall be agreed upon in advance.
11. The client shall directly pay the costs for official supervisory bodies or boards.