

TERMS AND CONDITIONS FOR MAINTENANCE AND SERVICES

as of 01/2020



1. General Provisions and Scope of Application

- (1) These General Provisions apply to following companies:
sera GmbH
sera ProDos GmbH
sera Hydrogen GmbH
sera Vertriebsservice Süd GmbH
(hereinafter „sera“).
- (2) All of the works carried out by our service personnel are subject to cost rates. Works which are performed for a fixed price and/or abroad do not fall under these rates and require special agreements.
- (3) Any requirement for special licenses (e.g., SCC, nuclear power plant permits) by **sera** service personnel shall be notified by the Client in the request for quotation. Unless otherwise agreed in writing, any costs which are incurred to obtain such special licenses are at the expense of the Client.
- (4) These Special Terms and Conditions shall apply in addition to our GTC (General Terms and Conditions) as amended.
- (5) **sera** reserves the right to cancel an offer or order at any time due to unforeseen influences beyond its control (examples but not limited to military conflicts, terrorist threats, natural and environmental disasters, political crises, health risks etc) which may endanger, complicate or make the service call or the provision of service unfeasible.

2. Client Collaboration

Client shall support the service personnel in the implementation of the works at its own costs. Client shall take all necessary measures to protect persons and equipment.

Client, at its expense, shall be obliged to provide technical assistance, in particular:

- (1) Provision of unskilled labor (assistants), if required. Such assistants shall follow the instructions of the service personnel at all times. **sera** does not assume any liability for any assistants or their services.
- (2) Completion of all necessary construction and installation works.
- (3) Provision of heating, lighting, power and water, including the required connections.
- (4) Provision of required devices and heavy tools/machinery.
- (5) Provision of adequate lockable rooms for the service personnel to store tools and clothing.
- (6) Transportation of devices to the assembly site and protection of all parts and materials from damages of any kind.
The technical assistance of the Client shall ensure that the works may be commenced immediately following the arrival of the service personnel and are carried out without delay up to the Client's acceptance.

3. Working Hours

- (1) Normal working hours are from Monday to Friday and shall total 40 hours.
The works may be carried out in daily time slots of up to 8 hours as follows: Monday – Friday, 07:00 – 18:00.
- (2) Service personnel shall try to adapt to the working hours of the Client.

4. Travel Times, Lead Times and Waiting Times

These times are charged as normal working time with overtime surcharges from the eighth hour.

5. Hourly Rates

- (1) Service technicians (Mo-Fr): EURO 93,50
- (2) Engineers, chemists and physicists (Mo-Fr): EURO 121,00
- (3) We shall update the rates in case of tariff changes.

6. Overtime, weekend (Saturday and Sunday) and holiday supplements

- (1) Overtime supplements from the beginning of the eighth hour
 - For the first 2 hours of overtime per day: 25 %
 - Any extra hour overtime and work performed after 20:00: 50 %
- (2) Weekend (Saturday + Sunday) and holiday supplements
 - For work on weekends (Saturday and Sunday) and public holidays: 100%

Holidays in this sense are all public holidays in Germany or at the respective assembly sites / locations.

7. Accommodation Allowance (plus VAT)

- Domestic:
For each day or part thereof (including travel days) EURO 26,30
- Abroad: Country-specific (on request)
Accommodation allowance is also charged for the duration of a disability caused by illness or accident at the assembly site.

8. Accommodation Expenses

Accommodation expenses are charged for actual expenses incurred.

9. Travel Expenses

- (1) Travel expenses of **sera** service personnel are charged for trips to and from the place of work, including local transport, etc. In principle, costs for rail travel in 2nd class are charged (plus surcharges).
- (2) If motor vehicles are used, the following rates apply (plus VAT):
Applicable rates: 0,88 EURO for each kilometer
- (3) **sera** reserves the right to choose the means of transportation at its own discretion.

10. Incidental Costs

For necessary telephone calls, telegrams and such, actual costs shall be charged (plus VAT).

11. Work Logs

- (1) Our service logs are used as basis for invoicing. Among other things, work and travel time, works carried out as well as kilometer driven, are entered into these logs.
- (2) All works performed by **sera** service personnel must be signed off by the Client, irrespective of whether such works have to be paid by the Client or are regarded as warranty services. If this has not been carried out, the log book entries made by the service personnel shall apply.

12. Warranty and Limitations of Liability

- (1) Following acceptance of the service works, **sera** is only liable for any defects of the performed service works occurring within 6 months thereof if such defects are notified in writing.
Wear parts (as per example valves, seals, diaphragms, filters and nozzels) are excluded from warranty.
- (2) **sera** shall fulfill its warranty obligation by either performing repairs or replacement. Any further warranty claims, e.g. consequential damages or indirect damages, shall be excluded.
- (3) For any damages and defects not directly related to the delivered item or service performed, **sera** shall be liable only for willful or gross negligence attributable to its officers or in case of bodily harm where defects have been fraudulently concealed.
- (4) No liability shall apply if the Client has made changes or repairs to delivery items or performed works without the written approval of **sera**.

13. Terms of Payment

Unless otherwise agreed, costs incurred shall be payable immediately upon receipt of invoice. The same shall apply to partial and interim settlements.

14. Venue and Applicable Law

- (1) If the Client is considered a merchant, venue for all disputes arising from the contract is the place of **sera**'s registered office. However, **sera** is also entitled to file a lawsuit at the Client's registered office.
- (2) The law of the Federal Republic of Germany shall apply exclusively.
- (3) The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

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as of 03/2019



15. Severability

The invalidity of individual provisions and conditions of this contract shall have no effect on the validity of the remaining provisions. If a provision is invalid either in part or in whole, the parties to the contract shall immediately endeavor to achieve the intended economic purpose of the invalid provision by other, legally permitted means.

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