

# Terms of service

## 1 Commissioning and services at cost

Applicable to service staff posted to install, commission and maintain systems and to other repairs.

### 1.1 Hourly rate and per diem

The number of working hours is determined by the duration of our service staff's absence, i.e. the time between their departure from and return to our plant. Rest periods and breaks are not included. Waits are deemed working time.

The per diem is included in the hourly rates.

A per diem of €50.00 is calculated for non-working days within an uninterrupted service assignment. Accommodation expenses are not included in this sum.

#### 1.1.1 Standard hourly rate

The standard hourly rate applies to normal working hours, which are 7am to 5pm on Mondays to Fridays. Based on a 40-hour week, this results in 8 normal working hours per day.

The standard hourly rate applied depends on the following qualifications:

- Mechanic
- Service technician
- Systems engineer / engineer / programmer

### 1.2 Reductions and extra charges

The standard hourly rate is used as the basis of calculation for the on-site service assignment or the repair at the Wolfratshausen site. It may be subject to reduced and extra charges to determine the valid charged hourly rate.

#### 1.2.1 Reduced hourly rates for travel time (ZAFZ)

##### 1.2.1.1 Reduction for travel time -15 %

Travel time is billed with a 15 % reduction on normal working hours.

#### 1.2.2 Extra charges (ZSNA)

##### 1.2.2.1 Extra charges for overtime +25 %

If the employee works more than eight hours for you, an overtime premium of 25 % will be added.

##### 1.2.2.2 Quick or emergency call-out +25 %

If you require a technician on the same or following working day and do not have a valid service agreement for your machinery, a premium of 25 % will be added.

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### 1.2.3 Weekend and night work (ZSWE + ZSFE)

#### 1.2.3.1 Extra charge for weekend work +50 % / +100 %

A price surcharge of 50 % will be added if the employee works for you on a Saturday.

A price surcharge of 100 % will be added if the employee works for you on a Sunday.

#### 1.2.3.2 Extra charge for night work +50 %

A premium of 50 % will be added if the employee works for you.

### 1.2.4 Public holidays (ZSSF)

#### 1.2.4.1 Extra charge for work on public holidays +100 %

A premium of 100 % will be added if the employee works for you on a public holiday in Bavaria. No other extra charges will then apply.

## 1.3 Installation preparation and follow-up

Up to four working hours may be charged for technical preparations required for work and for any subsequent reports.

## 1.4 Travel and accomodation expenses

### 1.4.1 Accommodation expenses

The accommodation costs are charged as flat rate of €120.00 per night.

We reserve the right to invoice the costs based on actual expenses.

Accommodation for non-working days that fall between working days will be charged.

#### 1.4.1.1 Travel time from the customer to the hotel and back

For assignments lasting more than one day, a maximum travel time and distance of 20 minutes and 20 kilometres from the customer to the hotel and back is applied.

### 1.4.2 Bus-, train and plane tickets, taxi charges

All travel expenses will be settled based on receipts / invoices.

### 1.4.3 Private car expenses

Die Travel to and from the assignment location by private car is calculated using a flat rate of €1.35 / km. This includes all fuel and maintenance costs.

#### 1.4.3.1 Extra charge for light commercial vehicles +35 % (ZSTP)

Due to higher fuel and maintenance costs, we are obliged to apply a surcharge of 35 % for the use of a light commercial vehicle.

## 2 Required spare parts and other consumables

Consumables and spare parts are settled at cost.

## 3 Pricing and payment

The prices given above are exclusive of VAT. Installation costs will be invoiced following completion of the service assignment.

Invoices are payable immediately and in full on receipt.

## 4 Other provisions

- + The working hours completed by our service staff must be confirmed on the service report, even if you consider them to represent work under guarantee.
- + If a technician is requested within 36 hours and there is no valid service agreement in place, necessitating considerable rescheduling of their plans, we reserve the right to apply an emergency surcharge of 25 %.
- + For the duration of the service assignment, any necessary assistants and skilled personnel, required aids / equipment and power shall be provided to us free of charge.
- + The ordering party shall bear the risk for the installation. **In addition to our general terms and conditions of business, service and repair assignments are also subject, particular, to the VDMA conditions for repairs to machinery and systems within Germany. These conditions also apply to foreign assignments.**
- + Reductions shall only be granted for orders in writing.
- + The laws regulating public holidays in the federal state of Bavaria shall apply.
- + If additional costs arise due to events or exceptional circumstances, e.g. trade fairs or strikes, these shall be charged.
- + Our general terms and conditions of business apply. They can be viewed on the internet at <http://www.weber-online.com/en/company/terms-and-conditions.html> or requested directly from us.