



## GENERAL TERMS AND CONDITIONS OF FKH

### **Period of deployment / system rental**

The period of deployment given in the offer for FKH staff and FKH testing systems is binding with regard to cost. In the case of an extension to the deployment time for which FKH is not responsible, the ensuing extra costs incurred will be billed according to the FKH tariff.

### **Working hours for FKH staff**

The normal working hours for FKH employees are 5 working days of 8.2 hours per day, i.e. a total of 41 hours per week. Overtime is compensated at the daily rate plus a 25% surcharge. For work on Saturdays and Sundays, as well as for night work between 23.00 and 6.00, an overtime surcharge of 50% is billed.

### **Accommodation and other expenses**

The costs for hotel accommodation for FKH staff are generally included in the offer.

Unless agreed otherwise, the cash expenses and fees incurred by FKH staff during their outward and return journeys as well as at their place of deployment is invoiced as per the actual cost and no surcharge is levied.

### **Travel costs**

The costs given in the offer for tickets for travel for FKH staff is based on the current prices of the transport companies. Any differences are taken into account and/or charged in the final invoice.

### **Transport costs for testing systems**

Generally, all transport costs are included in the offer. Any deviations to the transport costs for the testing systems given separately in the offer are taken into account and/or charged in the final invoice.

### **Customs papers, tax and other duties in the case of deployment abroad**

The FKH testing systems are transported either with the ATA Carnet or the tax-free and duty-free passport, together with a pro forma invoice.

The FKH cannot be held liable for payment of any customs duties, customs guarantees, staff tax or for any other duties or fees in the country of deployment. Such costs are generally borne by the client.

### **Limitation of liability / insurance**

The FKH material used (testing system and measuring devices, etc.) is insured against damage during transport.

In the case of testing or trial deployments, as well as in the case of consultancy mandates, the FKH is protected against the claims of the client as well as vis-à-vis third parties by liability insurance with the following cover amounts:

- |   |                   |
|---|-------------------|
| - Personal injury and damage to property                          | CHF 10,000,000.00 |
| - Financial losses or damage and defects to buildings and systems | CHF 2,000,000.00  |

The liability of the FKH is limited to the aforementioned insured sums in every case.

FKH staff are insured against accidents both on their outward and return journeys as well as at their place of deployment.

### **Safety**

FKH works according to its own safety guidelines. The relevant safety provisions of the client for the execution of the project must be given in advance to the head test engineer at FKH.

### **Personnel and technical assistance by the client**

If personnel assistance by the client is necessary at the place of deployment, in particular in setting up the testing system, the head test engineer at FKH must register the need in good time. In every case, a person who is experienced in the technical characteristics of the system to be tested must be available during the test.

Moving and lifting gear will be required at the place of deployment, which will be further defined in the offer. Unless agreed otherwise, the provision of these tools is the responsibility of the client and the costs incurred shall also be borne by the client.

### **Payment conditions**

The invoicing amounts must be paid 30 days at the latest following the invoice.

### **Place of jurisdiction / applicable law**

**The exclusive place of jurisdiction is Zurich.**

**The applicable law is Swiss law *excluding* its conflict of laws.**

If individual provisions of these General Terms and Conditions should be incomplete or null and void, the remaining provisions of these General Terms and Conditions shall not be affected thereby. In this case, the ineffective provision must be replaced by a legally acceptable provision that most closely represents the original intention in terms of its content. In the case of inconsistencies between the German and the English version, the German version shall apply exclusively.

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