

VMT General Conditions for Services

§1. DESCRIPTION AND SCOPE OF SERVICES

The Contractor renders services for the customer according to the negotiated contractual agreement. Dates and further details will be arranged separately, though the dates must be communicated in writing a minimum of 14 calendar days ahead of the planned service date.

§2. PRICE AND PAYMENT

- a) The services rendered and all incidental expenses will be charged according to the description of services in the negotiated contractual agreement.
- b) Services are invoiced after performance. The payment is due on the day of issuing an invoice and shall be made within the agreed period of the date of invoice without any deduction.
- c) Legal rights of the Customer to set off against claims of the Contractor for payment are excluded, except where the corresponding claim of the Customer has either been finally judicially determined or recognised by the Contractor in writing. Whereas the stoppage of payments is excluded unless the right of retention is based on claims of the Customer out of the same contractual relationship with the Contractor.

§3. DUTIES OF THE CUSTOMER

- a) The Customer is obliged to set the stage for performing the services and to provide all needed information and documents to the Contractor.
- b) The Customer makes telephone, fax and e-mail services available to the employees of the contractor for the scope of his business.

§4. LIABILITY

- a) In case of not fulfilling his obligations under section 3 in time, the customer has to bear any additional costs for performing the services according to contract and the Contractor is not liable for any damages resulting from the delay of performance.
- b) The Contractor will exercise all his duties in an orderly and in a workmanlike manner based on the admitted rules and the acknowledged state of the art.
- c) The Contractor's liability is limited to cases where he has been guilty of intent, his organs and executives have been guilty of gross negligence or if he culpably or negligently causes damage to life, body or health.
- d) The limitation of liability shall not apply in cases of negligent breach of a condition which goes to the root of the contract. In the cases of slight negligence the Contractor shall be liable only for reasonably foreseeable damage which is intrinsic to the contract.
- e) Further claims are excluded.
- f) The Customer will indemnify the Contractor from any claims of a third party unless the cause of damage is due to intent or gross negligence.
- g) The construction project is being executed on the sole responsibility of the Customer.

- h) The provided personnel must not be deployed for any other work than the one agreed upon and, during the period of deployment, works on the sole direction and responsibility of the Customer. The provision of surveying personnel does not release the Customer from his duties.
- i) Staff members or assistants of the Contractor are not entitled to perform services, in particular survey measurements, which are not covered by the services stipulated in the Sales Contract, even as an act of courtesy, without written agreement between the parties. The Contractor shall not be liable for any reason whatsoever for any damages caused by such works.

§5. FORCE MAJEURE

- a) Either party shall be able to suspend performance of his obligation under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power or any natural disasters such as earthquake, hurricane, flood.
- b) A circumstance referred to in the clause hereabove regardless whether prior to or after formation of the contract shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.
- c) The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.
- d) Either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended for more than six months.

§6. MISCELLANEOUS

- a) This contract is governed by German law to the exclusion of the UN Sales Convention.
- b) The parties agree to the exclusive competence of the court of jurisdiction at the lessor's principal place of business in Bruchsal, Germany. The Contractor is also entitled to sue at the principal place of business of the Customer.
- c) This contract may not be amended, modified or otherwise altered, except by means of written instrument signed by the parties involved. There are no ancillary agreements.
- d) If provisions of this contract should be or become partly or wholly void, the remaining conditions will continue to apply. The parties are bound to replace the void provision by a legally valid arrangement, which comes as close as possible to the commercial meaning and purpose of the void provision.

ADDITIONAL CONDITIONS FOR SERVICES AT TUNNELLING PROJECTS

§1. INSTALLATION AND COMMISSIONING OF NAVIGATION AND COMPLEMENTARY SYSTEMS, CONTROL MEASUREMENTS

- a) The date of commissioning of the System(s), as well as any control surveys has to be agreed upon between the contractual parties. The customer has to give written order to the contractor, at least 2 working days (in countries requiring a visa at least 7 working days) before the agreed date.
- b) The installation of the System(s), the survey control measurements and subsequent calculations require a standstill of excavation.
- c) For the installation of the system the customer has to provide qualified personnel for installation work (mechanical and electronic works) and assistance for survey, as well as all necessary auxiliary equipment (welding unit, tools etc.). The contractor needs to provide in agreement with VMT, all required brackets and pillars for the survey work.

§2. SAFETY REQUIREMENTS

- a) The Contractor is obliged to observe national safety and protective regulations as appropriate.
- b) The customer is responsible for sufficient ventilation and lighting inside the tunnel. Regular testing of the atmosphere, for oxygen and harmful gases within the tunnel shall be carried out.
- c) The tunnel has to be clear of debris and excavated material.
- d) Slurry and water within the tunnel have to be reduced to a depth not exceeding 15% of the internal diameter, but maximum 20 cm.
- e) The personnel of the Contractor enter the tunnel on their own risk. However the personnel reserve their right not to enter the tunnel if he / she consider that the conditions within the tunnel do not meet the requirements stated above.
- f) If works have to be carried out under compressed air the customer has to provide qualified personnel for the operation and observation of the compressed-air control system.