

## SUAR Eng. & Trade Co., Conditions of Installation, January 2010

1. The following conditions of installation apply – together with our General Terms and Conditions - to installations carried out by SUAR Co. Any modifications must be confirmed in writing. Some other conditions of purchase and installation shall not become part of the contract even if we do not explicitly object.

2. The whole travel expenses of our assemblers (out and back including additional related costs) will be charged to the Customers account. The travel expenses also include charges for transportation, transport insurance, personal luggage, material and tools brought along.

### 3. LABOR COSTS ON SITE

3.1 Wages (for each hour spent for working, waiting, travelling). Full working time is 40 hours per week and 8 hours per day from Monday to Friday. Under these conditions, the rates are calculated as follows:

- a) Engineers and chemical technicians as well as employees on the same level Euro 95,00
- b) Servicetechnicians Euro 50,00
  - 1st to 6th extra working hour per week or as of the 9th hour per day + 25 %
  - as of the 7th extra working hour per week or for Saturday work + 40 %
  - from 8 p.m. to 6 a.m. Saturday and Sunday work + 50 %
  - Holiday working hours, if the holiday is a Sunday + 100 %
  - Holiday working hours if the holiday is a week-day + 125 %

3.2 Remote compensation for each day of absence from the parent company in Izmir / TURKEY will be charged according to the official guidelines for trips abroad and the classification of the different countries. A compensation will also be paid for the duration of a temporary disablement caused by an accident. For installation trips, we are entitled to select the means of transportation. If a motor vehicle is used, the km allowance is based on the following rates:

Euro 0,35 for cars

Euro 0,65 for assembly trucks

Km allowance for the daily trip from the hotel to the installation site and vice versa will be charged according to the aforementioned rates.

4. Extra payments for extremely difficult, high-altitude or dirty work, etc. will be charged as they occur, according to the contractual regulations or the relevant local conditions.

5. The customer shall be responsible for ensuring public safety at the installation site. The customer shall ensure that our installation work can be undertaken without risk of accidents. This shall include compliance with all the relevant occupational safety and accident prevention regulations. The customer has to assist the assemblers during installation at his own cost. The customer is obliged to meet the following requirements on site:

- a) Preparation of the site to enable free installation.
  - b) Supply of power, water, heating, light and required connections.
  - c) Provision of all additional workers necessary to carry out the installation in the required time. These additional workers will be instructed by our person in charge. We are neither responsible for the assistance nor for the additional workers.
  - d) Completion of all earth, construction and installation works before assembling starts.
  - e) Provision of necessary equipment, heavy tools and articles.
  - f) Provision of lockable rooms to keep the tools and the clothing of the assemblers, and of an appropriate washing facility.
  - g) Transportation of the assembly parts to the installation site. Protection of the parts and material against any kind of damage.
  - h) Our requirements for carrying out the installation works safely must be met (according to the safety rules observed by us).
- The customer must ensure that technical assistance is available so that installation can be started immediately after arrival of the assemblers and is carried out without delay until completion and acceptance through the customer.

6. All performances in kind are subject to our current terms of sale and delivery.

Price reservations

The prices are based on the wage and salary agreements currently effective at our works. If there are changes in the wage before the installation works are finished, we reserve the right to adapt the rates accordingly.

### 7. SCOPE OF APPLICATION

The conditions of installation apply for installation works which are carried out by our assembly staff outside our factory.

### 8. TERMS OF PAYMENT

Unless otherwise agreed, the customer or his authorized representative must confirm the working time and output in writing to our authorized representative. The installation costs accumulated will be charged on the basis of these confirmed working records.

### OUR INSTALLATION INVOICES ARE SUBJECT TO PAYMENT ON RECEIPT WITHOUT DISCOUNT.

Unless the customer has undisputed counterclaims, he shall neither be entitled to offset nor to withhold payments. If the customer voluntarily pays our assemblers in cash of kind without our agreement in writing at the time of accepting the order, this cannot be taken into account on the invoice. Any comments made by our assemblers are only binding on us if confirmed by us in writing.