

## Terms and conditions with price list (Appendix 1) for the provision of personnel for national and international services for services – installations/commissioning – acceptance tests Inspections – Maintenance – Repairs – Cleaning – Retrofits

### I. Hourly rates and surcharges

The hourly and service rates listed in the **price list (Appendix 1)** as well as other cost items apply to each hour of work, travel, and preparation. These prices are exclusive of the applicable statutory value added tax. For assignments outside the current 35-hour standard working week, the following surcharges will be added to this hourly rate. The basis for calculating overtime is the normal working hours for the respective day. This amounts to 7.0 hours per day from Monday to Friday (excluding public holidays).

1. Unless differentiation based on qualifications requires otherwise, all the above types of personnel are collectively described below as service employees.
2. The existence of a public holiday is determined by the legal situation at the place where the work is performed for work, and by the place where the journey begins for travel times. Additional surcharges, such as those for late or night shift work, may apply on an order-by-order basis and are otherwise specified in the price list.
3. Additional surcharges will be passed on to the customer to the extent provided for in the current version of the Federal Assembly Tariff (BMTV).

### II. Triggering, travel and transport costs

1. If the costs for daily travel to and from the destination plus the local allowance exceed the rate for long-distance travel, the lower rate for long-distance travel will be charged.
2. If expenses higher than the allowance rates are reimbursed in particularly expensive locations, the service employee shall receive an amount of 30% of their allowance rate for their own disposal. If the service employee falls ill at the service location, Vahle will charge the full daily allowance until the day of repatriation, or 30% of the daily allowance in the event of hospitalization.
3. For journeys between accommodation and the construction site, the expenses incurred for travel costs or mileage allowance will also be charged. If overtime results from the duration of travel time and working time, this will be calculated with the corresponding surcharge. Incidentally, for passengers too, travel hours are calculated as travel time, i.e. without overtime surcharges, but with Sunday and public holiday surcharges where applicable. If service employees spend more than 1 hour per day travelling between their accommodation and the construction site, these times will be charged accordingly.
4. Waiting times, additional work or extra journeys to and from the site for which Vahle is not responsible must be certified and will be invoiced according to time and effort. No surcharges shall be charged for waiting times in accordance with section I. 2 above.  
If continuous installation, including Saturdays and Sundays, is not possible on construction sites located more than 400 km away, each service employee will be charged for 5 hours of waiting per day as well as the corresponding daily allowance. The customer remains free to prove that the waiting times were shorter. Additional costs, e.g. due to tariffs, extra expenses or other special costs, e.g. trips home to visit family in accordance with BMTV, will be charged additionally. Notwithstanding the above provision, when service personnel are deployed, the customer will be charged for traveling home after every four weeks for assignments at least 150 km away, calculated from Kamen or from the location of the respective subcontractor deployed.
5. The flat rates for the provision of a mobile scaffold are taken from the price list.

### III. Billing principles, acceptance

1. Preparation hours are the times required for receiving and clarifying the technical details of an order, procuring spare parts, special tools, service equipment and finding accommodation. This also includes the time required and external costs for any necessary radiation protection examinations, health examinations, vaccination appointments for country-specific vaccinations, visa applications, registrations of foreign assignments or construction sites with authorities, tax offices and social security institutions, and other mandatory examinations and registrations. Time sheets completed by service personnel and the acceptance of assembled parts and waiting times for which Vahle is not responsible must be countersigned by the customer, and all applicable hardship allowances must be certified separately.  
Service employees are instructed to submit their timesheets for the hours worked immediately after completing their work and at the end of each month. Only return travel costs and expenses incurred as a result of the journey home, which can only be determined after the service employee has returned, will be added to the time sheets retrospectively.

2. The acceptance is scheduled at the start of the service measure, at the latest three working days before its completion. If the customer or a representative appointed by them is not present at the scheduled time, the findings made by our service employee shall be deemed binding even without the customer's signature.

### IV. Validity of these terms and conditions, provisions, instructions, media, contact people

1. These terms and conditions and prices for the provision of service personnel shall be deemed to have been accepted by the customer if he employs our service personnel, even if no written confirmation has been provided.
2. The customer is obliged to provide service personnel with the name of a contact person for technical issues, e.g. a site manager, and the coordinator required under UVV 1, § 21.1, without being asked to do so. Furthermore, he is obliged to provide training and instruction that is required for work on this specific construction site or on the company premises within which the construction site is located, in addition to general training.
3. The necessary equipment and lifting gear, compressed air, electricity, welding units, as well as toilets, changing rooms and washing facilities must be provided free of charge by the customer in sufficient quantities, unless otherwise agreed upon at the time of awarding the contract. If Vahle provides work equipment, this must be agreed upon when placing the order or in good time before the start of work by means of a written addendum to the order placed.
4. If service personnel are required to work in nuclear power plants, for example, using occupational safety equipment or clothing other than that normally used under normal working conditions, the protective equipment and/or special clothing must be provided free of charge by the customer. The work equipment and protective equipment to be provided by the customer must comply with accident prevention regulations and ensure safe working conditions.
5. Cable and connection to the power grid, water supply and other necessary media connections are not included in Vahle's services.

### V. Liability, warranty

1. Unless otherwise stipulated in these "Terms and Conditions with Price List for the Provision of Service Personnel", the customer's warranty claims, to the exclusion of all other claims, shall be limited to one, depending on the content of the order (assembly or service of parts supplied by Vahle) to the extent that Vahle can, at its discretion, repair or completely repeat the assembly/service of improperly assembled items and thus remedy the defect. If three attempts to rectify the defect fail, the customer's statutory claims shall be reinstated.
2. Claims for damages by the customer are excluded, unless otherwise specified below. The exclusion of liability also applies in favour of our legal representatives and vicarious agents, insofar as the customer asserts claims against them. The exclusion of liability does not apply to liability for damages resulting from (a) gross negligence on the part of legal representatives and executives of VAHLE, (b) malice or intentional breach of duty on the part of legal representatives or vicarious agents, or (c) the absence of warranted characteristics or non-compliance with guarantees assumed by VAHLE. The above exclusion of liability also excludes (a) claims for damages due to injury to life, limb or health, (b) claims for damages arising from the breach of essential contractual obligations, and (c) liability under the Product Liability Act for replacement parts and other parts from Vahle production used in the context of installation/service and invoiced to you. Essential contractual obligations are those whose fulfilment is essential for the proper execution of the contract, which arises from the nature of the contract, and whose breach jeopardises the achievement of the purpose of the contract (cardinal obligations). However, claims for damages in the event of a breach of essential contractual obligations shall be limited to foreseeable damage typical of this type of contract. The provisions of Section VI below remain unaffected. 2. Capping the damage to the insured sum if the customer fails to inform us that damage exceeding the usual amount is imminent. Claims for damages against us that are not limited or excluded for other reasons remain unaffected. Vahle shall not be liable for damage caused by auxiliary personnel and equipment provided by the customer or by inadequate instruction of service personnel by the customer's employees. Any further risk shall be borne by the customer.
3. If, contrary to expectations, reworking is necessary because of a work error for which Vahle is responsible, the customer shall inform Vahle within one week. In such cases, Vahle shall be granted the necessary time and opportunity for reworking between 8 a.m. and 5 p.m. from Monday to Friday. If this is refused or repairs are carried out without authorization, the customer shall not be entitled to assert any claims.

#### Sitz der Gesellschaft:

Postfach 1720  
Westtöcker Str. 52  
59174 Kamen  
D-Germany

#### Geschäftsführung:

Dipl.-Ing. Achim Dries

Eingetragen beim  
Amtsgericht Hamm  
Registernummer: HR A 2586  
USt-IdNr. DE 125231785

#### Pers. haftende Gesellschafterin

Paul Vahle Verwaltungs GmbH  
Sitz: Kamen  
Eingetragen beim  
Amtsgericht Hamm  
Registernummer: HR B 4495

#### Bankverbindung:

Commerzbank AG  
Deutsche Bank AG  
UniCredit Bank AG  
Sparkasse Unna/Kamen

IBAN: DE41 4408 0050 0357 1324 00 | BIC: COBADEFF440  
IBAN: DE34 4407 0050 0191 8051 00 | BIC: DEUTDE33HAN  
IBAN: DE72 4402 0090 0022 0526 24 | BIC: HYVEDE33HAN  
IBAN: DE65 4435 0060 0000 0014 61 | BIC: WELADE11UNN

#### VI. Official approvals, insurance, customer obligations

1. Service employees are required to work up to 7 hours per day – up to 10 hours if necessary. Longer working hours are subject to approval by the relevant trade supervisory authority, with the customer being responsible for submitting the relevant application, as Vahle cannot determine whether the planned work qualifies for an exemption. In this context, reference is made to the Working Hours Ordinance (AZO) § 7/1, § 7/2, § 8/1 and § 105 GewO. If overtime hours are incurred in accordance with §105 GewO (German Trade Regulation Act), Vahle requires that the customer has obtained a special permit.
2. Vahle maintains business liability and product liability insurance coverage in line with industry standards, covering damages up to €10,000,000 million for business liability and up to €5,000,000 for product liability. The typical, foreseeable damage resulting from the installation and service work and the parts supplied/related in this context from Vahle's production shall not exceed this sum insured. If the customer becomes aware that, in exceptional cases, higher damage is foreseeable, they are obliged to inform Vahle accordingly; if no agreement can be reached as to who will bear the additional costs of a corresponding increase in the sum insured in the relevant type of insurance, Vahle shall be entitled to withdraw from the installation or service contract concluded with the customer without this giving rise to any claims against Vahle. If the customer fails to inform Vahle of a foreseeable higher damage, Vahle's liability shall be limited to the sum insured for the respective type of insurance.

#### VII. Price and payment terms

1. All fees, allowances and expense reimbursements are subject to statutory value added tax or comparable local taxes.

2. Invoices from Vahle are due for payment immediately upon receipt without deduction by transfer to one of Vahle's bank accounts.
3. The withholding of payments is not permitted unless the counterclaims asserted have been expressly recognised by Vahle or have been legally established. Offsetting against claims to which we are entitled is excluded, unless the counterclaims have been recognised by Vahle or have been legally established.
4. Unless otherwise agreed, invoices are due for payment without deduction 14 days after receipt of the invoice.

#### VIII. Validity period

The above terms of service shall apply from 1 January 2026. Vahle reserves the right to charge for increases resulting from wage increases and changes in service rates.

#### IX. Place of jurisdiction and other matters

The place of performance for all obligations and the place of jurisdiction for legal action arising from the contractual relationship is Kamen. Vahle shall be entitled to bring legal action at the customer's place of business.

German law applies, including the CISG.

In all other respects, Vahle's terms and conditions as published on the Vahle website (<https://www.vahle.com/agb>) shall apply.

Kamen, 1 January 2026

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**Appendix 1: Price list**  
**for the terms and conditions of service for the provision of service personnel in the United Kingdom**  
**and abroad**  
**for services – installations/commissioning – acceptance tests**

## Service billing rates

Valid from: 01/01/2026

### I. Hourly rates and surcharges

#### 1. Hourly and service rates including car costs

Service engineer	€160 per hour
Commissioning engineer/service technician	€133 per hour
Site manager / Project manager	€93 per hour
Foreman	€87 per hour
Fitter	€76 per hour

#### 2. Surcharges

25%	for the first 2 hours of overtime per day
50%	for each additional hour of overtime and for work on Saturdays
70%	for work on Sundays
100%	for work on public holidays
150%	for work on 1 January, 1 Easter Day, 1 May, 1st Pentecost Day, 1st Christmas Day and the day after Christmas Day. Christmas Day and New Year's Day immediately preceding night shift.

#### 3 Late shift allowance

If work (including preparation time) begins at or after 12 noon local time, the first 7.0 hours worked after 12 noon will be charged at a 15% surcharge, and any additional hours will be charged at a 50% surcharge. The same applies to travel times, whereby the local time at the start of the journey is decisive.

#### 4. Night shift allowance

If working, travel and/or preparation times occur after 8 p.m. (local time), the first 7.0 hours worked after 8 p.m. will be charged at a 25% surcharge, and any additional hours will be charged at a 50% surcharge.

#### 5. Flat rate for emergency/short-term assignments

If an assignment is commissioned with a lead time of up to 72 hours, a flat fee of €1,500.00 will be charged for the additional work involved. If the order is placed with a lead time of 4 to 7 calendar days, the flat rate is €750.00.

### II. Triggering, travel and transport costs

#### 1. Local call-outs – up to 65 km (one way) – are charged at €28.

#### 2. Remote triggering – from 65 km (one way)

##### Within the Federal Republic of Germany

One day per day	€ 73
Several days per day	€ 142

##### Abroad by arrangement

#### 3. Travel and other expenses

Travel time counts as working time. Travel costs by car within Germany are included in the hourly rates specified in section I 1. Any external costs incurred, such as flights, taxis, trains, tolls, parking fees, etc., will be charged separately with a 10% processing surcharge.

#### 4. Waiting times/additional expenses

Surcharges shall be calculated in accordance with section I 2 above for waiting times/additional expenses.

#### 5. Provision of aids

The following flat rates apply for the provision of a mobile scaffold:

Mobile scaffolding up to 3 m:	€ 80 per day.
Mobile scaffolding up to 6 m:	€ 100 per day.

#### 6. Value added tax

All amounts payable under this Section II are subject to value added tax.

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