

General Maintenance, Assembly, Customer Service and Repair Conditions

I. General, Conclusion of the Contract

1. The terms set out hereinafter for repair work, repair items, prices and deadlines shall apply to all work performed related to maintenance, assembly, customer service and technical processing, unless specified otherwise hereunder.
2. INDIGO PROJEKT remains bound to their offers for 15 calendar days. Insofar as an order or an unopposed order confirmation is submitted, this shall have priority over these conditions with respect to the contractual content and the extent of the repairs. All subsidiary agreements and changes to the contract must be confirmed in writing by INDIGO PROJEKT.
These General Terms may only be altered and partially or fully waived by a specific written instrument (e.g. contract or subsidiary agreement) confirmed by INDIGO PROJEKT. The terms and conditions of a specific order or unopposed order confirmation shall prevail over the General Terms. The General Terms shall then apply as a supplement to the terms and conditions of the specific contract or acceptance order with respect to the contractual content and the extent of repairs. The General Terms and Conditions of the ordering party shall not form part of the contract.
3. Without the consent of INDIGO PROJEKT, no copies nor modifications of offers, calculations, plans, drawings, accounts and their verifications or other documents shall be made or made available to third parties and are to be returned immediately to INDIGO PROJEKT in case of contractual non-fulfilment. In addition to that, any copies that have been made must be destroyed.

II. Statement of Costs

Upon contractual request or conclusion, the ordering party shall be notified of the anticipated repair price, which is however without commitment unless a price has been agreed upon. The ordering party's approval needs to be obtained if the repairs cannot be carried out for this price or additional work becomes necessary during the actual repair performance and exceeds the costs stated by more than 20%. Up to this value, INDIGO PROJEKT may carry out any necessary work at the ordering party's expense without any separate agreement.

III. Price and Payment

1. The repair price shall be based on the contract, or, in case of no evident contract, on the offer.
If no contract exists and no offer has been made but additional services have been provided, the repair price shall be based on the hourly rates attached as Appendix 1. In this case, disposables and materials for use, in addition to other services, shall be charged for based on current wholesale trade lists. If no such lists are available, the compensation shall be based on standard local rates. All prices shall be net prices. All net prices are subject to value-added tax at the statutory rate valid at the due day of payment. At the request of INDIGO PROJEKT, the ordering party shall confirm the services that have been provided on a daily basis.
2. INDIGO PROJEKT is entitled to request an advanced payment upon contractual conclusion in the amount of 60 percent of the respective contract value.
3. In each case of repair calculations, the prices for parts and materials used and other specific services, as well as work, travel and transportation costs, are to be shown separately. Insofar as repairs are performed based on a contract or offer, reference shall be sufficient whereby only deviations shall be listed separately, always with respect to the actual scope of work performed.
4. Payments are to be completed within 8 calendar days after repair performance and invoice receipt.
5. The ordering party may only set off receivables with counterclaims that are uncontested or which have been declared final and absolute.

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Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

IV. Unfeasible Repairs

1. Services rendered and any further expenditure which must be proven (error location time equals working time) shall be invoiced to the customer.

If repairs can objectively not be carried out due to reasons for which the contractor is not responsible, in particular because

- the error about which complaint is being made did not occur during inspection,
- replacement parts are not obtainable,
- the ordering party is responsible for not meeting the agreed upon appointment,
- the item to be repaired was not made available by the ordering party,
- access to the item to be repaired was not ensured by the ordering party at the agreed upon time,
- the contract was terminated during repair performance.

2. Repairs which objectively cannot be performed, equate to cases in which, after consulting the ordering party, faults/defects cannot be rectified functionally and economically. The item to be repaired shall only be restored to its original condition at the customer's express wish and against reimbursement of costs, unless the performed work shall not have been necessary.

V. The ordering party's participation and technical assistance in case of repairs not carried out at the Contractor's Factory

1. The ordering party shall - at their own expense - support the repair personnel in their performance.
 2. At the location where the repairs are performed, the ordering party shall take the necessary measures to protect individuals and property. The ordering party shall also inform the person in control of repairs of any applicable, specific safety regulations, insofar as these are important for the repair staff. The ordering party shall also notify INDIGO PROJEKT of safety regulation infringements on the repair personnel's part.
 3. The ordering party is under an obligation to provide technical assistance at their own expense, particularly in the form of:
 - a) providing necessary, suitable repair staff in the number and for the period required; the assistants need to comply with repair manager instructions. INDIGO PROJEKT shall not assume any liability for the assistants concerned. Insofar as assistants cause any defect or damage as a result of instructions issued by the repair manager, the provisions contained in sections IX and X shall apply accordingly.
 - b) carrying out all construction, bedding and scaffolding, including the procurement of necessary building materials.
 - c) providing necessary scaffolds, lifting equipment or other devices and heavy tools, as well as requisite items and demand materials, which must be provided in accordance to statutory and trade association safety regulations.
 - d) providing the implementation of heating, lighting, operating power, water, energy, including the necessary connections, lockable recreation- and workrooms (with heating, lighting, washing and sanitary facilities) and first aid for the repair personnel.
 - e) providing necessary dry and lockable rooms for the repair personnel's material and tool storage.
 - f) protecting the repair location and respective materials against all types of harmful influences as well as their cleaning.
 - g) providing materials, carrying out all other actions required for the adjustment and commissioning of the item to be repaired and carrying out the contractually agreed upon test procedure.
 4. The ordering party's technical assistance must ensure the commencement of repairs, immediately after the repair personnel's arrival and its carrying out without delays until the ordering party's acceptance test has taken place. Insofar as repairs are delayed, or interrupted for reasons for which INDIGO PROJEKT is not responsible, INDIGO PROJEKT shall be entitled to withdraw their repair personnel, submit a claim for transportation costs to and from the repair location and charge for waiting time.
 5. Insofar as the ordering party does not comply with their obligations, INDIGO PROJEKT is entitled, - but not obligated - following their announcement, to carry out actions to be taken by the ordering party, at their expense. In all other regards, the contractor's statutory rights and claims, as well as the provision of IV, shall continue to apply.
 6. Aside of all excavation, foundation, plumbing, roofing, steel construction, building and other
- Initials for INDIGO Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

ancillary work in which INDIGO PROJEKT has no expertise, as well as the opening and closing of breakthroughs, slots, core drill holes, inspection facilities in walls, ceilings and shafts, electrical, cabling and regulation work, - the ordering party shall provide required experts and assistants, building materials and tools, as long as this has not been explicitly commissioned to be performed by INDIGO PROJEKT.

7. Before the assembly work has started, the ordering party shall unsolicitedly provide necessary information concerning the position of concealed electricity, gas and water lines or similar systems, as well as the necessary statistical information.
8. If the item to be repaired was not supplied by INDIGO PROJEKT, the ordering party shall point out existing industrial property rights applicable. Insofar as INDIGO PROJEKT has no responsibility, the ordering party hereby exempts INDIGO PROJEKT from any third party claims originating from industrial property rights.

VI. Transportation and Insurance in case of repairs performed at the Contractor's plant

1. Unless otherwise agreed upon in writing, any transportation to and from the contractor's plant related to the item to be repaired, which is requested by the ordering party — including any packaging and loading — shall be performed at the ordering party's expense. Otherwise, the item to be repaired shall be delivered by the ordering party at INDIGO PROJEKT's own expense and again be collected from INDIGO PROJEKT by the ordering party after the actual repair work was performed. In all cases, the ordering party shall bear the risk of transportation.
2. At the ordering party's request, transportation to and, if applicable, from their plant, is insured at their expense against insurable perils, e.g. theft, breakage, fire, etc.
3. During the repair period at any of INDIGO PROJEKT's locations, no insurance protection is given. For the item to be repaired, the ordering party has to maintain existing insurance protection. Insurance protection for these perils can only be affected at the ordering party's express request and their expense.

VII. Repair Period

1. The information provided concerning the repair period is based on estimates and therefore not binding.
2. The ordering party shall only be entitled to demand the agreement of a binding repair term, which shall be indicated in writing as being binding, when the scope of work shall be able to be ascertained precisely.
3. Said binding repair term shall be deemed to have been satisfied if the item to be repaired is ready to be handed over to the ordering party, or, at the time, a contractually stipulated trial is ready to be performed.
4. The concerning deadline shall be extended accordingly in case of additional or extended orders subsequently made.
5. If repairs are delayed due to unforeseen circumstances (e.g. breakdowns, forms of industrial action, forces majeure, interventions by public authorities, regulatory interventions, etc.) or for further reasons INDIGO PROJEKT is not responsible for, the repair period shall be extended by a reasonable period of time, insofar as such circumstances can be shown to have affected the concerning repair completion. This shall also apply if such circumstances occur when INDIGO PROJEKT is already in default.

VIII. Acceptance

1. The ordering party is obligated to perform acceptance testing of the repair work as soon as notification of the completion has been provided and any contractually agreed upon testing has taken place. Insofar as an insignificant defect is present, the ordering party cannot refuse acceptance. The acceptance test shall also be deemed as performed if it did not take place within two weeks after notification of the repair work's completion. Final invoice receipt shall be considered as notification of the repair work's completion.
2. Evident defects are to be reported to INDIGO PROJEKT within 14 calendar days, induced by the date of the acceptance test. Otherwise, INDIGO PROJEKT is exempt from liability for defects in question.

This does not apply insofar as the ordering party is a consumer within the meaning of §13 of the German Civil Code.

Initials for INDIGO Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

IX. Warranty

1. After repair acceptance, INDIGO PROJEKT is liable for repair deficiencies which occur after the acceptance test has taken place and, consequently, for correcting these. The ordering party shall immediately notify INDIGO PROJEKT in writing of any defects that are found.
2. No warranty claim shall be admissible if the respective deficiency is a result of improperly performed changes, maintenance or repair by the ordering party or any third party without INDIGO PROJEKT's consent.
3. Except in cases covered by §438 para 1 (2) of the German Civil Code (BGB) and §634 a para 1 (2) of the German Civil Code (BGB), the warranty period shall be 12 months. This period shall begin upon acceptance of services.

This does not apply

- a) in case of intent or gross negligence,
 - b) in case of culpable injury to life, limb or health,
 - c) insofar as liability applies according to the German Product Liability Act for personal injury or property damage to privately used objects,
 - d) in case of property absence explicitly guaranteed, where such properties were specifically intended to protect the ordering party against damage to objects other than the item itself,
 - e) in cases where an important contractual obligation (cardinal duty) is infringed,
 - f) if a defect has been concealed fraudulently.
4. If it becomes apparent that a defect notice has been submitted incorrectly, the ordering party shall reimburse INDIGO PROJEKT for the expenditure that has been incurred on the basis of hourly rates attached as Appendix 1.

X. Contractor's Liability, Exclusion of Liability

1. Insofar as a part of the item to be repaired is damaged as a result of reasons for which INDIGO PROJEKT is responsible, INDIGO PROJEKT shall - at the discretion of the ordering party - repair these at their own expense or deliver new parts. The obligation to replace the deficient parts shall be limited to the contractually agreed upon repair price. In all other respects, X.3 shall apply accordingly.
2. If through INDIGO PROJEKT's own fault, the item to be repaired cannot be used by the ordering party in accordance with the contract as a result of omitted or defective execution of proposals and guidance specified prior to or after conclusion of the contract and other contractual auxiliary obligations - in particular the instructions for operating and servicing the item to be repaired- the warranty claims and provisions under sections IX, X.1 and X.3 shall apply accordingly to the exclusion of further claims on the ordering party's part.
3. With respect to damage not caused by the item to be repaired itself, INDIGO PROJEKT shall be liable - for whatever legal reasons - only:
 - a) in case of intent or gross negligence,
 - b) in case of culpable injury to life, limb or health,
 - c) insofar as liability applies for personal injury or material damage to privately used objects, according to the Product Liability Act,
 - d) in case of property absence which has been explicitly guaranteed, if and insofar as the specific purpose of the guarantee was to protect the ordering party against damage or losses not arising on the item itself,
 - e) in cases where an important contractual obligation (cardinal duty) is infringed,
 - f) if a defect has been concealed fraudulently.

Insofar as INDIGO PROJEKT's liability is excluded, this also applies to personal liability of staff, employees, personnel, representatives, institutions and INDIGO PROJEKT's subcontractors.

If a contractual penalty for default and/or for the non-achievement of guaranteed values has been agreed upon, the liability for default consequences and/or the non-achievement of guaranteed values shall be restricted to any contractual penalty as stipulated.
All further claims are excluded.

Initials for INDIGO

Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

XI. Applicable Law, Place of Jurisdiction

1. The relevant laws of the Federal Republic of Germany for legal relationships between domestic parties are applicable exclusively for all legal relationships between INDIGO PROJEKT and the ordering party.
2. Insofar as this may be agreed upon, the place of jurisdiction shall be the place of business with respect to the fact which INDIGO PROJEKT branch had previously concluded the contract.
3. Insofar as one or more provisions of this agreement are null and void or contestable, this shall not affect the validity of the remaining provisions. In place of the legally invalid part of the contract, a provision shall be agreed upon. The contractual parties shall undertake to agree on a suitable provision to replace the invalid or unfeasible provision and which, as far as is legally permissible, shall come as close as possible to what the parties intended or would have intended in accordance with the spirit and purpose of this agreement if the contractual parties had been aware of its invalidity or unfeasibility. This shall also apply to cases which contain an omission.
4. We do not participate in the Alternative Dispute Resolutions (ADR) actions.

Appendix

Appendix 1 - Hourly rates as of May 02, 2022 - Pages 6 to 9

Initials for INDIGO.....

Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

Hourly Rates

- for the billing of maintenance, assembly, customer and repair services-

Our experienced and well trained specialists are available for systemic-maintenance, assembly, repair, testing and technical processing. The rates stated-below are net prices within the meaning of German value added tax law. Value added tax will be applied to all prices stated below at the rate applicable on the date on which payment becomes due.

These hourly rates apply only in conjunction with our current general maintenance, assembly, customer service and repair conditions dated May 02, 2022, which can be found online at www.INDIGO PROJEKT.de.

I. Rates charged for Assembly/Service Personnel

1. Hourly Rates

Monday to Friday regular working hours (8 hours)
Travel and working hours between 7 a.m. and 4 p.m.

Assistant	38,00 €
Fitter, House technician	52,00 €
Commercial clerk	59,00 €
Service engineer	65,00 €
Service engineer heating/ventilation/plumbing	65,00 €
Service engineer for refrigeration/sprinkler systems/electrical systems	67,00 €
Technical system planner for heating/ventilation/plumbing	72,00 €
Customer service engineer, foreman	78,00 €
Technical system planner for refrigeration/sprinkler systems/electrical systems	81,00 €
Site manager	87,50 €
CAD designer	94,00 €
Commissioning technician - measuring and control systems engineer, engineer for fire alarm systems	99,00 €
Project technician / Project engineer	102,00 €
Object manager / Project manager (technical/commercial)	120,00 €
Energy analyst	125,00 €

Tender preparations, planning services and/or consultancy services prior to quotation submission will be charged at the project manager's hourly rate above. The remuneration is due with the submission of an order to the client in writing and can be waived in case of a written order.

The individual working time of our staff amounts to 40 hours per week.

Special tools and measuring instruments shall be invoiced separately.

2. Surcharge rates and flat rates

2.1 Surcharges for disruptive influences on service operations / breakdown services

General flat rate fee for disrupted service operations	70,00 €/operation
Surcharge on hourly rates per hour and employee	45 %

2.2 Surcharges for work in and on clean rooms

Surcharge on hourly rates per hour and employee	30 %
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Initials for INDIGO

Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

2.3 Surcharges for overtime and extra work

For each additional hour, we calculate surcharges in addition to the standard hourly rates as follows:

For each overtime hour in addition to regular working hours	40%
For working on Saturdays	50%
For work carried out on Sundays and public holidays	120%
Work performed on public holidays, which are to be regular working days at the company location, is subject to compulsory wage payments at the place where services are to be provided	150%
Night work (from 7 p.m. to 10 p.m.)	50%
Night work (from 10 p.m. to 6 a.m.)	75%

In limited cases, a combination of constituent surcharges is possible.

2.4 Surcharges for shift work

In case of permanent (alternating) shift work (early-, late- and / or night shifts) we impose the following surcharges:

Early shift:	5%
Late shift:	10%
Night shift:	25%

Shift working hours are usually determined as follows:

Early Shift:	06:00 a.m. to 02:30 p.m.
Late Shift:	02:00 p.m. to 10:30 p.m.
Night Shift:	22:00 p.m. to 06:30 p.m.

Deviating shift working hours may be agreed upon by the contractual parties.

3. Supplementary Allowances per Hour

In addition to the hourly rates listed above and all overtime surcharges, the following allowances also apply

I. 5,- €

- Dismantling of pipe insulation (without any TRGS stipulations. These additional expenses shall be invoiced separately).
- Dismantling of glass and stone wool insulation attached to heating pipes, as well as insulating ventilation ducts of all sorts.
- Work done on boilers, boiler elements, waste water pumps, scrubbers or heat exchangers which have been in use.
- Boiler or tank exchange or their cleaning with chemicals, or work in foundries or in chemical factories (exposed to vapors, acids, etc.). Work of this nature is exempt in new buildings and new constructions.
- Work performed in rooms with a temperature over 42 degrees, or work in container interiors where heat, gas or smoke development occurs.
- Work performances and cleaning operations done in ducts or crawl spaces up to a height of 1.2 meters.
- Cleaning of dirty, oleaginous filters and extractor fans in kitchen spaces.
- Work requiring the wearing of respiratory and/or dust masks in accordance with the DGUV (regulations for the prevention of industrial accidents).
- Work performed on hanging scaffolds where decking is narrower than 90 cm and elevation is up and above 10 meters of height.

Initials for INDIGO.....

Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

- Work performed in control areas of nuclear power plants or similar facilities where the wearing of textile, protective clothing is necessary.

II. 5,00 €

- Work performed on hanging scaffolds where decking is narrower than 90 cm and elevation is up and above 15 meters of height.
- Work performed in control areas of nuclear power plants or similar facilities where the wearing of textile, protective clothing and the wearing of respiratory masks with air supply or portable breathing apparatus is necessary.

III. 7,00 €

- Work performed on hanging scaffolds where decking is narrower than 90 cm and elevation is up and above 25 meters of height.
- Work performed in control areas of nuclear power plants or similar facilities where the wearing of full protection gear is necessary.

4. Daily allowance per calendar day

For each calendar day of absence from our plants or facilities, an allowance is charged for every single one of our employees in order to meet daily subsistence. This charge is calculated on the basis of the employee's respective branch location. The calculatory basis for allowances are the zones listed below. The stated rates shall be understood per working and travel day.

Short-distance* (per day and employee)

Zone	Distance via fastest route in km	Amount in Euros
1	0 - 20	10,00
2	21 - 30	13,00
3	31 - 50	19,00
4	51 - 70	24,00
5	71 - 85	37,00
6	> 85	55,00

*If no overnight stay of the employee is necessary.

Long-distance (per day and employee plus expenses for overnight accommodation)

Zone	Distance via fastest route in km	Amount in Euros
A	100 - 199	19,90
B	200 - 299	37,00
C	300 - 399	58,00
D	400 - 499	77,00
E	500 - 599	97,00
F	600 - 699	115,00
G	700 - 799	135,00
H	> 799	155,00

Additionally, the long-distance allowance is to be paid on Sundays, public holidays and on Saturdays when work is usually not carried out.

Hourly rates for foreign allowances are based on the respective country's cost of living.

Initials for INDIGO

Initials for the ordering party

General Maintenance, Assembly, Customer Service and Repair Conditions

II. Travel expenses

Use of car, station wagon or workshop vehicle

- Distance up to 80 km from INDIGO PROJEKT's respective subsidiary: 1,00 €/km
- Distance over 80 km from INDIGO PROJEKT's respective subsidiary 0,90 €/km

The travel costs for return and all other necessary journeys and/or overnight accommodations, including costs for transportation and tool/luggage storage to carry out the contractual work as well as other essential out-of-pocket expenses plus a surcharge of 20%, shall be borne by the ordering party.

III. Travel and Transit Time

Travel, transit and setup times are deemed to constitute working time.

IV. Waiting Time

We invoice waiting time including daily allowances if our installation personnel is prevented from work execution or hindered from returning after work is completed, for whatsoever reason, on grounds we are not responsible for.

V. Energy cost surcharge

To cover the increased energy costs for office and storage space etc., a surcharge of 3% will be added to the net invoice amount.

Initials for INDIGO.....

Initials for the ordering party