

Supplementary Conditions for Services in R&S Service Centers and On-Site at the Customer

for Use in Transactions with Business Customers

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1. General

- 1.1 These Supplementary Conditions for Services, e.g. installation, assembly, calibration, repair, (hereinafter referred to as "**Services**") in R&S Service Centers and on-site at the customer supplement the valid General Conditions of Delivery and Service (hereinafter referred to as "**Conditions**") of ROHDE & SCHWARZ GmbH & Co. KG (hereinafter "**R&S**") relevant to business customers, legal entities under public law or special funds under public law (hereinafter "**Customer**").
- 1.2 The valid R&S Services Price List applies additionally.
- 1.3 R&S shall only be liable for the proper performance of the agreed services. R&S shall not be liable for any work performed by R&S personnel or by any other agents employed if the work is not associated with the performance of the stipulated services, or if the work is performed at the Customer's request.
- 1.4 Cost estimates shall not be binding and shall be made upon separate agreement.

2. Customer-Supplied Items

- 2.1 During the provision of services by R&S, the Customer shall assume, supply and provide at its own expense and in due time:
 - 2.1.1 Supporting personnel such as unskilled workers and, if necessary, skilled workers such as bricklayers, carpenters, locksmiths, crane operators, etc. with the necessary number of appropriate tools;
 - 2.1.2 All excavation, foundation, construction, masonry, scaffolding, plastering, painting and other work outside the R&S line of business, including the materials required;
 - 2.1.3 All items and materials required for installing and putting the object into operation, such as scaffolding poles, wedges, supports, cement, plastering and sealing materials, lubricants, fuels, etc.; moreover, scaffolds, lifting and other devices;
 - 2.1.4 Power supply and water including the necessary outlets and supply lines at the point of use, as well as heating and general lighting;
 - 2.1.5 At the site of provision of the services, sufficiently large, suitable, air-conditioned and lockable rooms for storing machine parts, equipment, materials, tools, etc., in accordance with R&S specifications as well as adequate workrooms and break rooms, including adequate sanitary facilities that satisfy hygiene requirements, for the personnel employed by R&S. For the protection of the property of R&S and the personnel employed by R&S, the Customer shall take the same measures as for the protection of their own property and personnel;
 - 2.1.6 Protective clothing and devices that are required due to special circumstances of the site and the type of services

to be provided and that are not part of the R&S line of business;

- 2.1.7 Official authorizations if required.
 - 2.2 If R&S has any objections regarding the quality or suitability of items made available by the Customer for the performance of services, R&S reserves the right to refuse the performance of the services or to refuse to accept any liability.
 - 2.3 Prior to commencing the performance of services, the Customer shall furnish, without being requested to do so, the necessary information on the location of underground supply and disposal lines such as, for example, electricity, gas and water lines, etc. as well as the necessary structural data.
 - 2.4 Prior to commencing the performance of services, the required delivery items must be available at the site, and all necessary preparatory work to be accomplished by the customer must be at such a stage as to permit the personnel employed by R&S to start the services immediately upon their arrival and proceed without interruption. In particular the approach roads and the assembly or installation site must be leveled and cleared, the foundation brickwork must be set and dry, the foundation walls aligned and backfilled; for internal installations, the interior walls and ceilings must be plastered and ready, and doors and windows must be in place.
 - 2.5 If the performance of services is delayed by circumstances, particularly at the construction or installation site, for which R&S is not responsible, the Customer shall bear any costs for waiting time and additional travel by the personnel employed by R&S that may be required.
 - 2.6 The personnel employed by R&S and the Customer shall jointly prepare a report of putting an installed system into operation and handing it over.
- ### 3. Repair Work
- 3.1 The price for the repair of an item applies subject to final cost determination after the repair is carried out. The costs for the examination are included in the price unless otherwise agreed and will be invoiced separately if no repair order is placed. Packaging shall be invoiced at cost price.
 - 3.2 The period of repair shall commence on the date of acknowledgement of order, provided that R&S is already in possession of the item to be repaired; otherwise the date on which the item is received is decisive for the repair period.
 - 3.3 If there is more than one place where the services can be performed, R&S shall decide on the place of performance.
 - 3.4 Parts that have been removed and replaced pass into the ownership of R&S unless otherwise agreed in writing.

- 3.5 The limitation period for performance of repair work is 12 (twelve) months.
- 3.6 R&S is responsible for proper storage and handling of the item to be repaired at the service center. R&S is liable for damage or loss in accordance with the statutory provisions for gratuitous bailment.

4. Hours of Work / Transport

4.1 The work time, the costs of board and lodging and for the use of a motor vehicle shall be invoiced based on the rates of the R&S Services Price List.

4.2 The regular work time for R&S skilled personnel is at present 35.0 hours per week. Travel time is counted as work time.

4.3 Unless otherwise agreed in writing with the Customer, the 35.0 hours per week shall be divided as follows:

Monday through Friday 7.0 hours per day, each commenced unit of time (1/10 hour) being charged as a full unit. Regular work time is between 7:00 a.m. and 5:30 p.m. Services rendered upon request of the customer outside regular working hours or exceeding a daily work time of 7 hours as well as services on Saturdays (12:00 a.m. to 12:00 p.m.) will be invoiced at the price per hour plus a 30 % increment. Services rendered on Saturdays (after 12:00 p.m.) and/or Sundays or public holidays (12:00 a.m. to 12:00 a.m.) will be invoiced at the price per hour plus a 100 % increment.

Sundays and public holidays shall be determined by local practice. Days on which there is generally no work performed shall be considered public holidays. Christmas (three days) and Easter (four days) shall be holidays in any case.

4.4 In addition to the price of on-site services, the corresponding daily allowance and the costs for the hotel accommodation according to the Services Price List as well as traveling expenses and other transport costs will be invoiced separately. Travel time is counted as work time. Incidental travel expenses shall be invoiced according to the actual costs incurred.

4.5 Transport costs, e.g. for installation material, tools, scaffolding, machines and measuring instruments, shall be charged in accordance with the actual costs incurred. R&S reserves the right to choose the means of transport it considers the most suitable.

4.6 The personnel employed by R&S shall make their own arrangements for board and lodging. If adequate lodging is not available on-site, the Customer shall bear the additional cost of transport between the lodging and the site.

4.7 The provision of measuring and test equipment will be invoiced additionally at the rate of 0.25 % of the list price per calendar day commenced, transport time included.

4.8 After three (3) months of uninterrupted work at the site, the personnel employed by R&S shall be entitled to a trip home if the site is at least 150 km away from the domicile of the personnel employed by R&S. The costs of the trip home and back to the site, including incidental expenses, shall be charged to the Customer.

5. Interruptions / Additional Services / Adverse Conditions

5.1 If the personnel employed by R&S is not able to work the number of hours stipulated by collective agreement due to shorter work time at the Customer's location or for any other reasons attributable to the Customer, the time difference shall be charged as normal work time according to the Services Price List.

5.2 If the Customer requests services not covered in the governing contract, such services can be performed only upon written confirmation of R&S.

5.3 If, for reasons beyond the responsibility of R&S, the personnel employed by R&S must work at times or under circumstances that deviate from the contractually stipulated conditions and that involve additional expenses, such expenses shall be invoiced separately by R&S.

5.4 Adverse work conditions, for which R&S will invoice extra charges, are considered to exist, for example, if work has to be carried out at high locations – without fixed scaffolding – or if the personnel employed by R&S is exposed to a considerable extent to water, mud, dirt, dust, noise, etc., while performing the work.

6. Accident Prevention Regulations

6.1 If, at a construction or installation site, any regulations for the prevention of accidents are to be complied with in addition to those of the Professional Association of Fine Mechanics and Electrical Engineers, the Customer shall inform R&S of these regulations in writing.

6.2 At installation or construction sites outside Germany, the Customer shall take the protective measures required by the law of their country and any other measures necessary to prevent accidents.

7. Services Performed at an R&S Service Center

7.1 The equipment to be supplied by the Customer must be presented complete, i.e. inclusive of all accessories and, for products of other make, inclusive of operating instructions, manuals and parts lists, and delivered free R&S plant. Transport in both directions shall be at the cost and risk of the Customer.

7.2 The Customer grants R&S the right to remedy defects that become evident only when performing the services. R&S shall also be entitled, as a preventive measure, to replace any parts that, in the opinion of R&S, are expected to fail within a short time.

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