

Pouch Partners GmbH
Rudolf-Wild-Str. 107-115, 69214 Eppelheim/Heidelberg, Deutschland
Terms and conditions of installation

In accordance with our general terms and conditions of service, these terms and conditions of installation apply to POUCH PARTNERS works and services that are performed outside POUCH PARTNERS premises or as part of teleservices from January 1st, 2023.

1. **The working hours** of POUCH PARTNERS installation and service personnel do not exceed 10 hours daily (incl. transfer from and to hotel) on 6 consecutive days.

If the customer requests night work or work on Sundays and public holidays, he may request this from the project manager, in due consideration of statutory regulations.

2. **Travel and waiting times** count as working hours.

Travel times are charged at the regular hourly rate. Should it not be possible for POUCH PARTNERS installation and service personnel to depart from and return to the works site on a day off, only the expenses and accommodation costs that arise shall be charged.

In the event of agreed service calls or flat-rate installation works, waiting times for which POUCH PARTNERS is not responsible shall be charged separately on the basis of a proof of performance. Any additional return journeys that are necessary due to delays on the part of the customer shall be paid for by the customer.

3. The working hours, travel times, and waiting times incurred are listed in **proofs of performance**. They are submitted to the customer for review and acknowledgement by the POUCH PARTNERS installation and service personnel. A correct proof of performance must be acknowledged by the customer, even if the service work is performed as part of our obligations or an all-inclusive package. The time required for the return journey is added to these documents subsequently.

4. **Travel expenses** are charged at cost. Journeys by car are charged at €1.00/km, by train on the basis of second-class travel, by plane on the basis of economy class travel (or business class above 6h of journey time), and other expenses on receipt of proof. Hotel accommodation is charged at cost. POUCH PARTNERS selects hotels near the place of work that meet Western standards. If a visit to more than one customer is made on an installation assignment, travel expenses and accommodation allowances shall be charged pro rata. POUCH PARTNERS installation and service personnel are entitled to return home every four weeks and on major public holidays (Easter, Whitsun, and Christmas). The customer pays the costs that arise. In addition to travel expenses, we also charge an accommodation allowance. For each employee and day commenced, this is a flat charge of €60.00 outside Germany and €35.00 in Germany.

5. The customer is obliged to assist POUCH PARTNERS in obtaining information about **statutory and official regulations** that must be adhered to when providing services, and to provide help in obtaining travel documents. The customer shall pay the costs for obtaining the travel documents (visas etc.) and required protective measures (vaccinations etc.), including the incidental expenses that arise.

6. If an assignment is **cancelled** at short notice (fewer than three working days prior to start of assignment), a cancellation charge of €250.00 shall be applied to cover the administrative

expenses that arise. Costs that have already been incurred, e.g. travel expenses and administrative charges, shall be additionally invoiced at cost.

7. The **materials** used shall be invoiced at their current prices on the day. We guarantee installation in accordance with contract, but are not liable for the quality or suitability of the objects and materials provided by the customer.
8. POUCH PARTNERS installation and service personnel are not authorised to enter into any agreements **with customers** on behalf of POUCH PARTNERS.
9. The risk of loss or **damage to installation components**, tools, and other objects supplied by POUCH PARTNERS and/or on behalf of POUCH PARTNERS for the purpose of providing its services is transferred to the customer on dispatch.

Hourly rates during working hours

Initially provided information on the duration of installation is approximate and not binding. When scheduling installation services, we assume a six-day week with 10 hours daily (6 am to 7 pm). The actual work involved is charged on the basis of proof of performance at the following rates:

I. Hourly rates for normal working hours

Hourly rate for normal working hours, comprising eight hours between 6.00 am and 7.00 pm from Monday to Friday

Fitter (assistant):	€ 80.00
Skilled mechanical/electrical worker:	€ 99.00
Specialist (Automation / Process)	€ 148.00
Specialist (Data Base / Cloud Application)	€ 163.00

II. Hourly rates for extended working hours

Hourly rate for extended working hours, comprising more eight hours between 6.00 am and 7.00 pm from Monday to Friday

Fitter (assistant):	€ 100.00
Skilled mechanical/electrical worker:	€ 124.00
Specialist (Automation / Process)	€ 185.00
Specialist (Data Base / Cloud Application)	€ 204.00

III. Hourly rates for work at night and on Saturdays

Hourly rate for work between 7.00 pm and 6.00 am and daytime work on Saturday.

Fitter (assistant):	€ 120.00
Skilled mechanical/electrical worker:	€ 149.00
Specialist (Automation / Process)	€ 222.00
Specialist (Data Base / Cloud Application)	€ 245.00

IV. Hourly rates for work on Sundays and public holidays

Hourly rate for work on Sundays and public holidays (based on the official public holidays in Baden-Württemberg).

Fitter (assistant):	€ 160.00
Skilled mechanical/electrical worker:	€ 198.00
Specialist (Automation / Process)	€ 296.00
Specialist (Data Base / Cloud Application)	€ 326.00

- V. In the event of **adverse working and residence conditions**, we reserve the right to charge a bonus for especially hard work to be set on a case-by-case basis.