

Mounting terms of TOX® PRESSOTECHNIK GmbH & Co. KG

1. Provision costs

For the provision of staff to your site the following rates shall be applied.

1.1 Chargeable rates

Travel time (general)	€ 85.00 an hour
Service employee	€ 101.00 an hour
Technician	€ 119.00 an hour
Remote support	€ 119.00 an hour
Engineer	€ 155.00 an hour

According to the tariff in force, the working time is 35.00 hours a week from Monday to Friday. In addition to the above-mentioned rates, the time needed for the preparation and finishing work of service jobs will be charged according to actual expenses.

1.2

Surcharges

The following surcharges apply in addition to the hourly rates of the working time:

Monday to Friday

The first 2 extra hours per day up to 10 hours a week	25%
Night work (07:00 pm – 06:00 am)	50%

Saturday, Sunday, public holiday (general)

Saturday	50%
Sunday	100%
Public holiday	150%

(No offsetting of the individual surcharge systems is possible.)

No surcharge is made for travel times. However, they are part of the daily working time.

1.3 Release (inland)

Daily flat rate without overnight stay	€ 70.00
Flat rate overnight stay	€ 108.00

Should the overnight stay exceed the flat rate we reserve the right to charge the actual costs against presentation of the proof of costs. If the service staff can return home from the service job every day, the release will be reduced to the value permitted by tax law.

1.4 Release (abroad)

Depending on the country of erection the flat rates for day and night stay differ. These flat rates are then specified in the offer and invoiced accordingly.

1.5 Return trip

An overnight stay will be necessary if the service staff cannot return home until 8:00 pm after terminating the service job. The overnight flat rate for this day and the corresponding daily release for the return trip on the next day shall apply.

1.6 Travel expenses

Travel expenses for the travel to and back from site using public transport (bus, train, taxi, airplane) shall be reimbursed (including surcharges for intercity trains, luggage and hand tool transport fees etc. as well as any cash expenditure). Should the service staff be in charge of several service sites in the same region during the absence from the company, TOX® PRESSOTECHNIK shall split up the travel expenses at their own discretion.

The following mileage allowances shall be paid

when travelling by car	€ 0.91 / km
when travelling by assembly car	€ 1.13 / km

The travel time will be computed on presentation of proof. Should this not be possible, the basis for the travel average will be 85 km/h.

1.7 Other terms

The above-mentioned terms shall be completed by the relevant legal and tariff regulations and agreements. They shall be changed if the mentioned regulations and agreements are changed. The turnover tax shall be computed according to the regulations in force.

2. Tool costs

On request we shall provide special appliances, clamping devices, programming and measuring instruments etc. on a loan basis. A reasonable rate may be charged for such devices. Expenses for any kind of transport to and from site as well as the transport insurance shall be paid by the buyer. The entrainment of tools through our service staff shall not be invoiced separately as far as this is possible without additional expenditure.

3. Third-party engineers and specialists

We reserve the right to pass on the costs incurred if making use of engineers and specialists of our subcontractors.

4. Settling / invoicing

The customer shall certify the working time and performance of our service staff on presentation of the working time form and / or the service order. The accounting of the service job takes place after its termination. The buyer shall not be entitled to retain payments because of any counterclaims contested by TOX® PRESSOTECHNIK or to set them off against the claims of TOX® PRESSOTECHNIK.

5. Cooperation of buyer

The buyer shall at his own cost assist the service staff from TOX® PRESSOTECHNIK during the service job by providing equipment, crane or lifting systems, heating, illumination etc. in order to ensure a smooth, quick and safe execution of the work. The buyer shall take the particular measures required to protect people and objects on site. The buyer shall also inform the service staff about existing safety regulations as far as these are of importance for the service staff. TOX® PRESSOTECHNIK must be informed in case of infringements of safety regulations by our service staff.

6. Response time

The response time for service jobs depends on the time a call is received at TOX® PRESSOTECHNIK.

Our standard business hours are:

- Monday – Thursday: 07:30 am – 04:30 pm
- Friday: 07:30 am – 04:00 pm

If a call for a service job is received within the mentioned business hours a response time of 48 hours is given, excluding Sundays and public holidays.

We point out plant-specific registration processes which are excluded from the response time.

Attention:

All prices are net, excluding material costs, and subject to the statutory turnover tax.

State: 07/2020