

Terms of Contract for Service and Installation Works by OTT Hydromet GmbH as of December 1st, 2015

1 Application

Except as expressly otherwise agreed, the following, additional provisions for OTT Hydromet service and installation works shall apply in addition to the GTC for all contracts, deliveries and other performances by OTT Hydromet in the course of business with its customers, to the extent that they are entrepreneurs (within the meaning of Section 14 of the German Civil Code (BGB)), legal entities under public law or a special fund under public law within the meaning of Section 310 (1) sentence 1 of the German Civil Code, insofar as OTT Hydromet owes services and/or installation to them. Unless otherwise provided in these provisions for service and installation work, the GTC shall apply.

2 Closure of Contract and Terms of Payment

- 2.1 All offers by OTT Hydromet in the field of service and installation are no fixed price offers, but non-binding cost estimates.
- 2.2 Performances by OTT Hydromet in the field of service and installation works shall be charged in accordance with actual expenditure. This shall be based on bills of assembly, where actual hours worked shall be recorded on a daily basis and signed by the customer. The customer shall receive a copy of these bills of assembly.
- 2.3 The prices that apply are those stated in the current pricelist for service and installation works of OTT Hydromet. All agreed prices are exclusive of statutory VAT at the applicable rate. Applicable is the current pricelist at the date of the binding order.
- 2.4 Except as otherwise stated in the confirmation of order, the invoice shall be payable net (without deduction) within ten calendar days of falling due.

3 Costs for Work Preparation/Follow-up Works

All project management works include work preparation and follow-up works on the part of OTT Hydromet in OTT Hydromet's premises, subsidiary, home base or at suppliers or subcontractors, but do not include the working hours for the actual installation or travelling to and from installation sites. The time taken for project management shall be invoiced by OTT Hydromet, in accordance with current conditions and prices.

4 Travel Time and Travel Costs

- 4.1 Travel time is defined as hours spent travelling from the company headquarter or current home base to the customer's location and back. This applies for travel by bus, train, taxi, plane etc.
- 4.2 Travel costs are invoiced according to the current mileage allowance (incl. travel time) if the journey is made in a service vehicle of OTT Hydromet, or the real travel costs paid by OTT Hydromet.
- 4.3 The mileage allowance is invoiced according to the current prices at the time of execution. Mileage allowance shall also be invoiced for passengers and shall be shown separately. Reference for the calculation of travel distance shall be the service base which is located closest to the customer's site. This shall apply also in the event that the service technician is travelling to the customer's site from elsewhere. Travel cost for the journey from the site will be shown only when the journey is finished.

5 Per Diem/Other Expenses/Accommodation Costs

Per diem and accommodation costs shall be invoiced per day or part thereof with a fixed rate (different rates domestically and abroad).

6 General Conditions for Service and Installation Works

OTT Hydromet explicitly informs the customer as follows:

- 6.1 Unexpected installation works or difficult conditions on site can influence quoted working hours considerably (e.g. heavy rainfalls, high velocities of flow). In this case an additional invoice according to the actual expense will be issued.
- 6.2 The cost estimate issued by OTT Hydromet depends on possibly detailed information of the customer (detailed description of the measuring site with pictures and/or maps/site plans).
- 6.3 Service-/repair works or exchange/replacement of material which could become necessary will add additional costs. Additional material and service hours will be invoiced according to actual expense and current pricelist.
- 6.4 If OTT Hydromet technician(s) need assistant personnel (for installations/repairs at least 1 person), the customer has to provide this personnel free of charge for OTT Hydromet.

- 6.5 The customer shall make sure that the measuring site is accessible without divers. In the event of flooding installation is usually not possible.
- 6.6 Any necessary construction works at the measuring site and infrastructure for installing the instruments has to be provided by the customer (e.g. preparation of foundation for mast/sensors, empty conduits or cable ducts for mains power and data lines shall be available and ready for use).
- 6.7 Special equipment (e.g. underbridge inspection units) shall be provided by the customer.
- 6.8 OTT Hydromet will install masts up to a max. height of four meters. For masts with a height > 4 meters the customer shall provide special equipment and personnel.
- 6.9 Groundwater measuring sites: an over-ground well pipe shall be available for installation. As artesian sites require increased efforts, these sites shall be indicated separately prior to ordering. It is assumed that well pipes have an external thread; if this is not the case, thread-tapping can be done by OTT Hydromet for an additional charge.
- 6.10 For GSM: network coverage, mobile data contract and SIM-card of customer are available (preferred provider: e.g. Vodafone, T-Mobile). The customer assumes the risk of availability of services of the chosen provider at the measuring site.
- 6.11 For Analogue/ISDN: a functioning telephone line is available.
- 6.12 In the event that the resources, special personnel or materials as described under 6.4 to 6.11 shall be provided by OTT Hydromet, this has to be announced in a timely manner. Then OTT Hydromet shall supply the material and look for a possibly local subcontractor, depending on technical specifications. Performed works will be invoiced to the customer according to time and materials required against extra costs.

7 Special Obligations of Customer for Service and Installation Works at Cable Cranes Performed by OTT Hydromet Staff

OTT Hydromet explicitly informs the customer as follows:

- 7.1 Travel costs for OTT Hydromet staff in the course of service and installation works at cable cranes shall be calculated only from the headquarter in Kempten.
- 7.2 The customer shall provide the following personnel:
 - one person for the full time of installation
 - If required, up to three persons for the transport of the winch: in the event that the winch cannot be unloaded from the car directly in front of the gauging station, the customer shall provide three more persons, or alternatively hoisting equipment for a load of 300 kg.
 - If required, up to three persons temporarily, for large span width and high velocity of flow for tensioning the cables:
 - ▶ For span width < 70 m: min. one person (shall be fulfilled with the person provided for the full time of installation);
 - ▶ For span width ≥ 70 m: + one person additional;
 - ▶ For span width ≥ 100 m: + two to three persons additional.
- 7.3 The customer shall prepare the drillings at the winch supports. For this, OTT Hydromet shall provide the appropriate drilling template. It is acknowledged by the customer that he will be charged for approx. four additional working hours in the event that OTT Hydromet has to do the drillings on site.
- 7.4 If the supports are > 3 m the customer shall provide a scaffold at the opposite support.
- 7.5 If no bridge exists, the customer shall provide a boat for the transport of the cables to the opposite winch support. Alternatively, OTT Hydromet shall provide an auxiliary rope.

8 Additional Services by OTT Hydromet in Connection With Service at a Measuring Site

OTT Hydromet shall provide a photo documentation of the service process. Furthermore OTT Hydromet shall issue a maintenance protocol and send it to the customer as PDF file.

9 Other Regulations

We reserve the right of adjusting the rates in the price lists for service and installation works.

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