

Hunkeler Conditions of Service Valid as of January 1st, 2018

1. Scope of Application and Validity

All service, instruction, support and installation work (termed as services) assigned to us shall be carried out under the conditions herein, unless otherwise agreed upon and confirmed by us in writing:

2. Working Time

Working time on weekdays (Monday - Saturday) from 06:00 - 20:00 shall be billed at standard rate. For working time outside hours at standard rate, the following overtime surcharges apply:

Monday – Saturday	06:00 – 20:00	Standard Rate
Monday – Saturday	20:01 – 05:59 (night work)	+ 50%
Sundays and public holidays	00:00 - 24:00	+ 100%

3. Allowances and Hourly Rates for Support-, Working-, Travelling- and Waiting-Time

The rates below include a daily allowance for food. For Saturdays, Sundays and public holidays without work, an allowance of CHF 240.- shall be charged per day.

Per started working hour (incl. preparation) the following hourly rates shall be charged:

Hourly Rate in CHF ^{a)}	Standard Rate	50%	100%
Service Engineer (elect. / mech.)	148.00	222.00	296.00
Remote expert / Instructor ^{b)}	176.00	264.00	352.00
System Engineer	208.00	312.00	416.00

In agreement with the customer service, before an on-site intervention, the daily rate can be applied instead of the hourly rate:

Daily rate in CHF ^{a)}	Working day	Travel day
Service Engineer (electr. / mech.)	1'500.00	1'000.00
Remote expert / Instructor ^{b)}	1'750.00	1'250.00
System Engineer	2'000.00	1'500.00

a) The prices exclude VAT.

b) The rate is also valid for performed support from Wikon (remote), for interventions at customer site as well as courses and demonstrations.

4. Travelling Time and Travel Expenses

4.1 Distance allowance (only Swiss customers).

On Swiss customers the distance allowance A or B will be applied. The distance allowance will only be used when the travel expenses (travel time and kilometre allowance) is higher than the corresponding distance allowance:

intervention location within 75km radius to Wikon	Distance allowance A	CHF 220.00
intervention location longer than 75km radius to Wikon	Distance allowance B	CHF 440.00

4.2 Travelling time and preparation time shall be charged as working time without overtime surcharge. The time shall be calculated from the point at which the service personnel depart from Wikon until their return plus the time for preparation and follow up.

4.3 The travel expenses for driving to and from the place of work shall be charged according to the following rates per kilometre:

Truck	CHF 1.35 / km
Car	CHF -.95 / km

Other travel expenses such as tickets for airlines, boats, train travel (first-class), taxis, insurance and allowances, etc., shall be invoiced in accordance with expenditure incurred.

4.3 If overnight accommodation at the place of work is necessary, then accommodation appropriate to the European standard shall be made available by the orderer. If this is not possible, then we shall invoice the overnight expenses according to the expenditure incurred.

5. Interruption of Work

In the case of any interruptions to the service which are not caused by assigned Hunkeler personnel, we shall invoice the costs thereby incurred.

6. Prices

All prices and rates listed are based on the expense factors valid as of end of August 2012 and exclude VAT. We reserve the right to adjust the listed rates should these factors fluctuate.

If an all-inclusive price was agreed upon, then this was calculated on the basis of assembly requirements determined in paragraph 8. If additional costs are incurred due to non-compliance with any of these requirements, then we reserve the right to adjust the price accordingly.

7. Terms of Payment

Unless otherwise agreed upon, payments shall be made without any deduction within 30 days after receipt of invoice.

8. Other Service Regulations

8.1 The execution of the service shall be carried out within the framework of our working time in paragraph 2. Any necessary overtime shall be invoiced separately. The working time shall be confirmed by our personnel.

8.2 If modifications to the execution of service occur which differentiate from the declarations made before the service began, then these modifications must be clarified with us so that we can give appropriate work instructions to our personnel.

8.3 All statements given by us regarding the duration of the service are approximate. Start and duration of the service can be delayed due to unexpected circumstances. If the service is delayed without our being to blame, or our personnel are obstructed in the execution of the service, then the orderer must bear all resulting costs, in particular for waiting time and necessary travel of our personnel. This time shall be invoiced as working time according to paragraph 2.

8.4 Complaints must be communicated in writing on completion of the work at the latest, otherwise the service shall be deemed as properly performed. Work which goes beyond the contract shall not be undertaken by our personnel unless it meets with our prior agreement.
We shall not take any responsibility for work performed by our personnel outside the agreed service requirements, or for defects resulting from orderer interference.

8.5 Unless otherwise agreed upon, the articles necessary to start the service shall be on the premises beforehand. All construction work and any other preliminary work must be completed by the orderer so that the service can be commenced immediately upon arrival of the personnel and can be executed without delay or interference until the handing-over of the line to the orderer.

8.6 The orderer is covenanted to provide technical support at his own expense in particular for the following:

- Provision of qualified specialists in such number and time that we judge necessary. The provided personnel shall act on the instructions of our personnel. We shall not assume any responsibility for provided personnel.
- Provision of necessary lifting gears, appliances and other tools in such amount that we judge necessary to execute the work.

8.7 If the execution of the work is unreasonable due to circumstances caused by the orderer, we can reject the execution without being made liable for our obligations.

8.8 The orderer shall provide the necessary material for testing, starting-up and instructions.

9. Handing-over and Taking-over of the Line

With the acknowledgement of the working time on completion of the work we shall hand-over the line to the orderer. Herewith the orderer confirms that the line was handed over in functioning condition. On our request, completed parts of the service can be handed-over separately.

10. General Terms of Delivery and Payment are Valid at All Times.

All legal contracts transacted with us shall be governed by the law of Switzerland.

11. Hotline for obsolete products

The Hotline and support for obsolete products is subject to charge. The following costs will be invoiced:

- Spare parts number clarification CHF 250.- per phone call
- Technical information * CHF 500.- valid during 2 consecutive working days (during office hours)

* We reserve the right to charge extensive technical support at actual costs (according to point 3).