



TECHNICAL ASSISTANCE: PRICES AND GENERAL CONDITIONS (APPLYING AS FROM JANUARY 2010)

A. OBJECT

These General Conditions are intended to specify the contractual terms applying to Putzmeister Ibérica S.A., hereinafter referred to as PMIB, and the Customer with respect to PMIB staff carrying out Technical Assistance Services on industrial equipment and installations supplied by PMIB.

Application and Currency:

These General Conditions and Prices apply to services rendered within the territory of Spain, and shall remain in force from 1 January 2008 until such time as they are amended and updated by PMIB on account of increases in the Consumer Price Index and/or other pressing reasons.

Employer responsibility:

All PMIB staff are duly insured as required by current legislation, the Customer being entitled, when requesting Technical Assistance service, to request documentation giving evidence of this as well.

PMIB shall remain exempt from any liability that might be claimed by the Customer and/or third parties for damage to the Customer's equipment and installations or injury to the Customer's staff or sub-contracted staff, during and after the Technical Assistance work carried out by PMIB staff.

Resources to be supplied by the Customer:

For the purpose of arranging the Technical Assistance work, the Customer shall provide, at no charge to PMIB, the lifting and handling aids needed to handle the equipment and installation, along with any ancillary labour required.

Preparations for the work:

In order to reduce waiting time, the Customer is to have removed the products from the equipment and/or installations and to have cleaned them before the Technical Assistance work is started by PMIB.

Travel time and inactive time:

The time spent by the PMIB staff in travelling from the premises of PMIB (Madrid) to the premises of the Customer, and also any waiting time involved, shall be regarded for all purposes as effective work time.

Spare parts:

Any spare parts or consumables needed will be covered in an extra invoice supplementing the invoice for the Technical Assistance service rendered by PMIB staff.

Approval of the work:

When the PMIB staff has finished the work, the relevant work report will be given to the Customer for signing to show approval, a copy for the Customer also being provided.

Guarantees:

PMIB guarantees the spare parts supplied by this company and fitted in the equipment or installations during the rendering of the Technical Assistance service for a period of 12 months counted from the date those parts were fitted, PMIB being obliged to replace them, for fitting by the Customer, in the event of material defects arising.

The Guarantee shall become null and void if the following grounds arise:

- 1) The Customer fails to fulfil his contract duties.
- 2) The Customer has fitted parts not supplied by PMIB in the equipment and/or installations.
- 3) The Customer or third parties have removed the equipment identification plates.
- 4) The maintenance and upkeep tasks stipulated for the equipment

by PMIB are not being carried out.

The Guarantee shall under no circumstances include travel expenses (travel time, mileage, air tickets etc.).

B. PRICE RATES

B1 Each hour of work in the workshops of Putzmeister Ibérica, from Monday to Friday and between 08:00 and 17:00 h: 65,00€

B2 Each hour a service technician working, waiting or travelling, away from our workshops, from Monday to Friday and between 08:00 h and 17:00 h: 83,00€

B3 Each hour a service technician working or waiting away from our workshops, from Monday to Friday and from 17:00 onwards: 85,00€

B4 Each hour of work of specialist technician (officially authorized boom inspector, officially authorized welder, technician specialist in electronic) 85,00€

B5 Each hour a service technician working or waiting away from our workshops on Saturdays, Sundays or national or regional (Madrid) holidays: 113,00€

B6 Per kilometre of travel in a PMIB vehicle: 0.56€

B7 Other expenses: if public or hired transport is used, such as air flights, train, hired cars, and taxis, plus toll charges, small items etc. (with receipts), these items shall be invoiced at the acquisition cost plus 15%.

B8 Environmental Clause: as part of the company's environmental policy, and in compliance with current legislation, waste disposal expenses will be charged, as from 01-01-2003, for repair work carried out at our own premises, the rates concerned being:

- Spent oil: 0.03 €/kg
- Oil filters: 0.63 €/kg
- Hoses: 0.37 €/kg
- Other (concrete, grease, rags etc.) 0.48 €/kg
- Additives: 0.84 €/kg

When hazardous materials that are difficult to handle are involved, the Customer shall be responsible for removing, destroying or recycling them.

B8 Any used parts and/or machine sub-units that have been replaced will be made available to the Customer when the repaired machine is delivered. If they are not taken away by the Customer within 15 days, they will be assigned to scrap.

C. TAXES

The prices quoted above do not include VAT at the rate applying, which will be charged in the invoice as required by current legislation.

D. TERMS OF PAYMENT

The above price rates are computed on the basis of the price being paid by the Customer to PMIB in CASH on the date the invoice is issued

E. JURISDICTION

PME814/1 ED: 0301 GB

PUTZMEISTER IBERICA, S.A.	
<p>* 28031 MADRID C/ Camino de Hormigueras, 173 Tel. (91)428.81.00 Fax.(91)428.81.06</p>	<p>* 08015 BARCELONA C/Vilamari, 86-88 bajos Tels (93) 567.70.77 – (93) 567.70.59 Fax (93) 567.70.78</p>



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The parties hereto (PMIB and the Customer), waiving any jurisdiction of their own, shall accept the jurisdiction of the Courts and Tribunals of Madrid for settling any incidents or disputes arising in connection with the rendering of Technical Assistance Services under these General Conditions.

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