

Standard terms for installation, commissioning and repair:

I. Scope

- 1.) The following terms will apply exclusively to installation, commissioning and repair to the extent other agreements containing different terms have been made in writing in a particular case. Terms of the customer at variance with these terms and conditions do not become a part of the contract even if an order is accepted and executed. To the extent these Standard terms of installation do not contain any specific provisions, our Standard Business Terms apply in like manner to installations and repairs.
- 2.) The term "installation" will be used hereinafter as a collective term for installation, commissioning and repair.

II. Working hours

Weekly working hours totals 40 hours apportioned 8 hours to each day from Monday to Friday. These hours will be taken into account even if shorter working hours have to be adhered to (for reasons for which we are not responsible). Overtime will be performed to the extent this is necessary and agreed. The framework for working hours per day will be limited to 10 hours, work in excess of 10 hours as well as work on the location site on Sundays and public holidays will only be performed in urgent exceptional circumstances and requires our consent. Times travelled will be charged in accordance with our "Charge rates for work, travel and waiting times". The customer will pay the costs of daily travel. Waiting times as well as times required to find lodging and to make any necessary official notifications will also be classified as working hours. Public holidays comprise the statutory public holidays at the operating site. The customer will confirm the working hours of the service staff on the form provided to it on a daily or weekly basis or at the end of work as applicable. In case of doubt, the customer's site manager is deemed to have the necessary authority to do so.

III. Prices and payments

- 1.) Installation will be invoiced in accordance with the respective special terms "Charge rates for work, travel and waiting times" applicable at contract conclusion unless a lump sum has expressly been agreed. The agreed amounts are understood to be without value-added tax, which must be paid to us in the statutory amount. Invoices for installation must be paid in net immediately. The customer is entitled to assert a right of retention or set-off only to the extent the counter-claims are uncontested or have been recognised by final judgement.
- 2.) If the period between order confirmation and installation start exceeds 6 months or if installation lasts longer than 6 months, the customer will be entitled to increase prices by a reasonable amount, up to a maximum of 5%, to the extent there is a subsequent increase of labour prices, raw material costs, freights or the prices for parts that are bought by us.
- 3.) Verbal agreements with our personnel are valid solely if they are confirmed by us in writing.

IV. Installation period and installation delays

- 1.) Technical and installation staff will be sent upon request in accordance with our respective confirmation, whereby we endeavour to take utmost account of the customer's preferred dates. Dates are binding solely if we have expressly confirmed them as binding.
- 2.) The installation period will be extended appropriately if installation is delayed due to circumstances for which we are not responsible. This will also apply if such circumstances occur after we have fallen behind schedule. Circumstances for which we are not responsible likewise include strikes and lockout in particular.
- 3.) The customer is entitled to demand lump-sum compensation for delay in the event we fall behind with installation and this causes the customer to incur damages. The aforementioned compensation amounts to 0.5% for each week of delay, however in total not more than 5% of the installation price for the part of the system to be installed that cannot be used on time due to the delay.
- 4.) If, in case of delay (considering the statutory exceptions), the customer provides us a reasonable deadline for performance and we fail to meet such deadline, the customer is entitled to revoke the contract within the scope of applicable law.
- 5.) Additional claims related to a delay in delivery are governed exclusively by Section IX. (3).

V. Cooperation of the customer

- 1.) The customer is required to inform us without delay about concerns with regard to the intended method of performance, preliminary work by its subcontractors or discrepancies when reviewing the drawings, as applicable, including an indication of the grounds.

- 2.) The customer will support installation staff during installation work at its own expense.
- 3.) It will take the measures required to ensure the safety of staff and material on-site and inform the installation staff and/or the installation supervisor about special safety regulations. It will inform us about violations of such safety regulations committed by the installation staff.

VI. Technical assistance by the customer

- 1.) The customer is obliged to give technical assistance at its own cost, in particular to:
 - a.) Provide required and appropriate support staff (system operators, welders, electricians, locksmiths and other specialists) in the amount and for the time required for installation. We will not be liable for the support staff unless they act on instruction of the installation supervisor. In this case, we will be liable for defects or damages in accordance with Sections VIII and IX.
 - b.) Carry out of all earth, construction, bedding and scaffolding works including procurement of the required building materials.
 - c.) Providing the required equipment and heavy tools (e.g. lifting devices, in particular cranes, traverses, etc., compressors) as well as of the required implements and materials (e.g. construction wood, wedges, supports, cement, plastering and sealing material, lubricants, fuel, driving ropes and belts).
 - d.) Providing heating, lighting, operating power, water, including the required connections.
 - e.) Providing required, dry and lockable theft-proof rooms for devices and tools brought along and for installation staff.
 - f.) Transporting the installation parts to the location site, protection of installation parts and materials against detrimental influences of all sorts and cleaning of the installation parts.
 - g.) Providing appropriate theft-proof recreation and working rooms (with heating, lighting, washing facility, sanitary facility) and first aid for the installation staff.
 - h.) Providing the materials and taking all other actions, in particular of the safety measures, required the performance of contractually agreed testing.
- 2.) Technical assistance must ensure that installation may start immediately after arrival of the installation staff and be carried out without delays until acceptance. The customer will provide special plans or instructions itself to the extent they are required.
- 3.) If the customer fails to fulfil its obligation to cooperate and assist even after a deadline has been set, we will be entitled, but not obligated, to perform the actions incumbent upon the customer at its expense. Apart from that, the statutory rights and claims will remain unaffected.

VII. Acceptance

- 1.) The customer will be obligated to carry out acceptance of the installation as soon as we have informed him about its completion. If the installation proves not to conform to the contract, we will be obligated to rectify the defect, and the customer will be entitled to refuse acceptance until the defect has been rectified. This will not apply if the defect is irrelevant for the interests of the customer or is based on a circumstance for which the customer is responsible.
- 2.) If the customer fails to accept the installation within two weeks after we have informed it of completion, the installation will be considered as accepted unless we are responsible for this delay.

VIII. Claims for defects

- 1.) We will be liable for defects of the works performed that occur within 12 months after acceptance, excluding all other claims, but notwithstanding Section VIII. subsection 3 as well as Section IX. Liability means we will be obligated to rectify the defects within an appropriate period. The customer has to inform us of any defects it discovers without delay.
- 2.) Upon prior notification, the customer will be entitled to perform rectification itself or have it performed at our cost, to the extent this is required in urgent cases of endangerment of operational safety and to prevent disproportionately high damages, or if we culpably did not rectify the defects after appropriate grace period had been set.

- 3.) If rectification is impossible or fails, the customer will be entitled to demand a reduction of the agreed installation price within the scope of applicable law. This will also apply if we culpably allow a reasonable period for remedy to expire. The customer may only revoke the installation contract in the event the installation is demonstrably of no interest to it.
- 4.) There will be no claims for defects if the defect is irrelevant for the interests of the customer or is based on a circumstance for which the customer is responsible.
- 5.) There will also be no claims for defects if the customer or a third party makes improper modifications or repairs without our approval.

IX. Liability and exclusion of liability

We will be liable solely within the scope of our liability insurance. Consequential damages, such as in particular lost profit, as well as damages due to interruption of production and operation, will be expressly excluded. In case of loss of test data or damage of data and carrier material, our liability will be limited to the material value of the data carriers and therefore will in particular not include the expense for recovering lost data. In the event of a breach of a confidentiality obligation, we are liable if our employees or our subcontractors, or their members, have acted intentionally or are grossly negligent. Claims against our employees and/or employees of their subcontractors will be excluded to the extent this is legally permissible. To the extent damage claims are excluded or restricted pursuant to above subsections, this exclusion or restriction, as applicable, will also include claims from unlawful act as well as claims against our employees and representatives. We will not be liable for works of our installation staff and other vicarious agents to the extent these works are not related to installation or to the extent defects are caused by the customer's intervention. The customer will be obligated to ensure the safety at the place of installation. It will be liable to us for personal injuries and material damage that are caused by a breach of this obligation. After acceptance, we will be liable for twelve months for correct installation or repair work, excluding further claims in such a way that we will rectify free of charge defects that are based on our fault. The customer has to inform us of any defects it discovers without delay. The right to assert claims for the defects will lapse within 3 months after notification. Warranty will be extended by the time of operational interruption caused by our rectification work. However, this will be limited to the parts of the system to which the defect relates. Our liability for repair costs will be limited to the correct execution of repair. We will not be obligated to investigate the system for other defects that might limit or interrupt its functionality. Damages caused by natural wear and tear or improper handling will not establish liability for defects. We will not be liable for defects if the customer modified the system itself or had the system changed by a third party without our prior written consent. We will also not be liable if the customer is in arrears in any obligation to us. We will also not be liable for works performed by our installation staff on parts we have not delivered unless we have issued a respective written instruction. The customer will give us time and opportunity to rectify defects during normal working hours. The customer will not be entitled to assert damage claims exceeding those mentioned above, irrespective of their legal grounds. In particular, any claims of any kind to compensation of consequential losses, also on the basis of positive infringement of the contract or unlawful act, will be excluded unless the latter was made intentionally. If there are deviating terms for intended assemblies, these will require written agreement respectively will be stipulated in the order text or the installation order.

X. Limitations period

All customer claims, for whatever legal reason, will lapse within 12 months. The statutory periods will apply to damage claims under Section IX, subsection 3 a. to d.

XI. Compensation by the customer

If the equipment or tools provided by us are damaged at the place of installation without our fault or if they are lost without our fault, the customer is obliged to compensate us for these damages.

XII. Jurisdiction and applicable law

To the extent the customer is a merchant, a legal entity under public law, or a public sector fund, the courts responsible for the place of our registered office will be agreed for all disputes arising from the contractual relationship. We will also be entitled to seize the courts competent for the customer. These terms will be exclusively subject to the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

XIII. Severability clause

If individual provisions are invalid, the remaining provision will remain binding.