

## 1 Scope of application; defence clause

- (1) These Terms and Conditions of Sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We shall only recognise terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.
- (2) These Terms and Conditions of Sale shall also apply to all future transactions with the customer, insofar as they are legal transactions of a related nature.
- (3) These Terms and Conditions of Sale apply equally to domestic, i.e. German companies, and foreign, i.e. non-German companies.

## 2 Offer and conclusion of contract

- (1) We sell storage and conveying technology/equipment for bulk materials technology as well as spare parts and either make the customer a concrete offer or the customer makes us an offer, which we accept.
- (2) We also sell engineering services for the redesign/optimisation of new and existing systems.
- (3) Our offers are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period.
- (4) Insofar as an order is to be regarded as an offer in accordance with § 145 BGB (German Civil Code), we may accept it within two weeks by e-mail, fax and in writing.

## 3 Reservation of rights

We reserve all intellectual property rights, including copyrights and other industrial property rights, to all documents, materials and other objects (essentially our offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product specifications, manuals, samples, models and other physical and electronic documents or information) provided by us to the customer.

## 4 Prices and payment

- (1) Unless otherwise agreed in writing, our prices shall apply ex works in accordance with the Incoterms valid at the time of conclusion of the contract, excluding packaging and plus VAT at the applicable rate. The packaging will be charged to the customer.
- (2) Payment of the purchase price shall be made exclusively to one of the accounts listed in the invoice. The deduction of a cash discount is only permissible with a special agreement in text form.
- (3) Unless otherwise agreed, the invoice shall be payable within 14 days of the invoice date. Interest on arrears shall be charged at a rate of 8% above the respective base rate p.a. We reserve the right to claim higher damages for delay.
- (4) Unless a fixed price agreement has been made, we reserve the right to make proportionate price changes due to changes in wage, material and distribution costs for deliveries which take place three months or more after conclusion of the contract. The customer shall be informed of this without delay.

## 5 Offsetting and rights of retention

- (1) The customer shall only be entitled to set-off insofar as his counterclaim is either (a) undisputed by us or (b) legally established or (c) in a reciprocal relationship (synallagma) to our claim against which the customer is setting off.
- (2) The customer is only entitled to assert a right of retention insofar as his counterclaim is either (a) undisputed by us or (b) legally established or (c) based on the same contractual relationship as our claim against which the customer is asserting the right of retention.

## 6 Delivery time; Partial services

- (1) The start of the delivery period stated by us assumes timely and proper fulfilment of the customer's obligations. The defence of non-performance of the contract remains reserved. The delivery time will then be extended accordingly.
- (2) If the customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses against proof. We reserve the right to assert further claims. If the aforementioned conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the time at which the customer is in default of acceptance or debtor's delay.
- (3) The delivery period shall be deemed to have been complied with if the delivery item has left our works or notification of readiness for dispatch has been given by the time the delivery period expires. Insofar as acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - alternatively the notification of readiness for acceptance.

- (4) If dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the customer shall be charged for the costs incurred as a result of the delay, starting 2 weeks after notification of readiness for dispatch or acceptance.
- (5) Partial deliveries are permissible insofar as reasonable for the customer.

## 7 Reservation for force majeure and self-delivery

- (1) We shall not be liable for impossibility or delay insofar as it is based in each case on force majeure or another event that was not foreseeable at the time the contract was concluded and for which we are not responsible (force majeure; e.g. disruptions of operations of any kind, fire, natural disasters, epidemic, pandemic, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, delays in any necessary official approvals, official/sovereign measures).
- (2) Such an event is also our incorrect or untimely delivery by one of our suppliers if we are not responsible for this in each case and had concluded a congruent hedging transaction with the respective supplier at the time of the conclusion of the contract with the customer. This shall also apply if we conclude the covering transaction with the customer immediately after the conclusion of the contract.
- (3) If we become aware of an event within the meaning of paragraph (1) or paragraph (2), we shall inform the customer without delay. Our delivery periods are automatically extended/postponed by the duration of the event, plus a reasonable start-up time. If such events make it significantly more difficult or impossible for us to provide the service and are not only of temporary duration, we are entitled to withdraw from the contract.

## 8 Retention of title

- (1) The retention of title agreed herein serves to secure our claims against the customer arising from the respective contractual relationship as well as, in addition, all of our other and future claims against the customer arising from deliveries and services existing at the time of the respective conclusion of the contract (together the "secured claims").
- (2) The goods delivered by us to the customer remain our property until full payment of all secured claims. These goods or the items replacing them in accordance with the following provisions, which are also covered by the retention of title, are hereinafter referred to as "goods subject to retention of title".
- (3) The customer is obliged to treat the reserved goods with care as long as ownership has not yet passed to him. In particular, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer shall carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the goods subject to retention of title are seized or exposed to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.
- (4) The customer is entitled to resell the reserved goods in the normal course of business. The customer already now assigns to us the claims against the purchaser from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment shall apply regardless of whether the reserved goods have been resold without or after processing. The customer remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or there is no cessation of payments.
- (5) The processing or transformation of the reserved goods by the customer shall always be carried out in our name and on our behalf. In this case, the customer's expectant right to the goods subject to retention of title shall continue in the transformed item. If the reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our reserved goods to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis and shall keep the sole ownership or co-ownership thus created for us. In order to secure our claims against the customer, the customer also assigns to us such claims against a third party which accrue to him through the combination of the reserved goods with a property; we accept this assignment already now.
- (6) We undertake to release the securities to which we are entitled at the customer's request insofar as their value exceeds the claims to be secured by more than 20%.

## 9 Warranty for defects

- (1) The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery/short delivery, faulty assembly or similar services as well as faulty instructions), subject to deviating or supplementary provisions in these GTCS.
- (2) The object of purchase shall be delivered free of material defects and defects of title. Beyond that, we make no representations and give no warranties.
- (3) If we owe used goods, we shall not be liable for them, except in cases covered by paragraph 11. (2)-(4) no warranty obligation. Furthermore, we shall have no warranty obligation if the customer modifies the goods or has them modified without our consent and the rectification is thereby rendered impossible or unreasonably difficult; in any case, the customer shall bear the additional costs of rectification based on the modification.
- (4) Our goods and services need to comply exclusively with the legal requirements and relevant technical standards applicable in Germany, unless expressly agreed otherwise. The customer is responsible for the suitability of the ordered goods and services for his technical, structural and organisational circumstances as well as for his purposes.
- (5) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear as well as in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not assumed under the contract. If improper repair work or modifications are carried out by the customer or third parties, there shall also be no claims for defects for these and the resulting consequences.
- (6) Unless acceptance has been expressly agreed, the customer has the obligation to inspect delivered goods in accordance with §§ 377, 381 para. 2 of the German Commercial Code (HGB) immediately after delivery to him or to the third party designated by him and to notify us of any defects without delay. In addition, the provisions in this section 9 para. (5)-(9). § Section 442 BGB remains unaffected.
- (7) The notification must be in text form and, in the interest of time, must be made by email or fax. Its promptness requires that it is sent at the latest within (a) (7) working days after delivery (Section 377 (1) HGB) or (b) - if it concerns a defect which was not recognisable during the inspection after delivery (Section 377 (2) and (3) HGB) - within (3) working days after discovery of the defect. If, in the cases of lit. (b), the defect would have been recognisable in normal use of the goods at an earlier point in time than that of discovery, this earlier point in time shall be decisive for the commencement of the notification period.
- (8) The inspection after delivery must not be limited to external appearances and delivery papers. It must also adequately cover quality and functionality and appropriate sampling. In the case of goods intended for assembly, installation or other processing, the inspection must take place before these steps; it is incumbent on the customer to refrain from these steps in the event of defects being found.
- (9) If the customer fails to make the proper inspection or notification, our warranty obligation and liability for the defect concerned shall be excluded. None of our statements, actions or omissions shall be construed as a waiver of the conditions and legal consequences of Sections 377, 381 (2) of the German Commercial Code (HGB) and/or of these Sections 5 to 8.
- (10) If we have concluded a contract for work and services with the customer in an individual case, an unconditional acceptance in spite of defects known to the customer shall not only lead to the loss of such rights of the customer as described in § 634 No. 1 - No. 3 BGB (German Civil Code), but also of the claims for damages and expenses described in § 634 No. 4 BGB (according to §§ 636, 280, 281 283, 311a and 284 BGB), in deviation from § 640 para. 3 BGB. This does not apply in cases of our assumption of a guarantee of quality or our fraudulent concealment of a defect.
- (11) The customer shall give us the necessary time and opportunity to examine complaints and to remedy the defect. Goods which are the subject of a complaint must be made available to us for inspection purposes or we must be given access to them.
- (12) We shall bear or reimburse the expenses required for inspection and subsequent performance (in particular transport, travel, labour and material costs and, if applicable, removal and installation costs) in accordance with the statutory provisions if a defect is actually present.
- (13) Inspection and supplementary performance do not include the removal of the defective item or the installation of the defect-free item if we were not originally obliged to install it.
- (14) In any case, the customer shall give us the time and opportunity required to examine complaints and other objections as well as the time and opportunity required for the subsequent performance owed, in particular to make the goods concerned available to us for

the aforementioned purposes or - in the case of their permanent installation or similar local fixation - to provide access to them.

- (15) In the event of a complaint by the customer, we shall immediately participate in the clarification of the facts; we shall be given access to the system and the information required for a clarification for a corresponding service visit. At the customer's request, we will also provide support with provisional measures within the scope of our possibilities before final clarification of the facts. Insofar as, after clarification of the facts, it cannot be established that the points complained of by the customer were caused by defective performance at the time of the transfer of risk, we shall be entitled to the usual remuneration for service calls and services for the determination of the cause and provisional measures.
- (16) If the delivered item is defective, we shall first be entitled and obliged, at our discretion to be made within a reasonable period of time, to subsequent performance in the form of rectification of the defect (subsequent improvement) or delivery of an item free of defects (replacement delivery). In the event of a replacement delivery, the customer must return the item to be replaced to us in accordance with the statutory provisions. The same applies in the case of rectification of defects for replaced spare parts.
- (17) We are entitled to make the supplementary performance owed by us dependent on the customer paying the purchase price due or, as the case may be, the instalment currently due, but the customer is entitled to withhold a proportionate part of the payment due in relation to the defect.
- (18) If subsequent performance is impossible or has failed, or if a reasonable deadline to be set by the customer for subsequent performance has expired unsuccessfully or is dispensable under the statutory provisions, the customer may, at his option, withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.
- (19) The customer may only withdraw from or terminate the contract due to a breach of duty by us which is not due to a defect in the goods if we are responsible for the breach of duty; otherwise the statutory provisions shall apply. A free right of termination of the customer, in particular according to §§ 650, 648 BGB, is excluded.
- (20) Any claims for damages shall only exist in accordance with Clauses 11 of these Terms and Conditions of Sale.

## 10 Guarantee specifically for freedom from industrial property rights and copyrights of third parties

- (1) We warrant in accordance with this Clause 10 that the goods are free from third party industrial property rights or copyrights in the countries of the European Union or other countries in which we manufacture the goods or have them manufactured. Each party shall notify the other in writing without undue delay if any claim is made against it for the infringement of such rights.
- (2) Claims for infringement of industrial property rights or copyrights of third parties are excluded if this infringement is based on an instruction of the customer, an unauthorised modification or non-contractual use of the goods by the customer.
- (3) In the event that the goods infringe an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify or replace the goods in such a way that the rights of third parties are no longer infringed but the goods continue to fulfil the contractually agreed functions, or procure the right of use for the customer by concluding a licence agreement. If we do not succeed in doing so within a reasonable period of time, the customer is entitled to withdraw from the contract or to reduce the purchase price appropriately.
- (4) In the event of infringements of rights by products of other manufacturers or suppliers supplied by us, we shall, at our discretion, assert our warranty claims against these manufacturers and suppliers for the account of the customer or assign them to the customer; Clause 9 para. (16) of these Terms and Conditions of Sale shall apply mutatis mutandis.
- (5) Any claims for damages shall only exist in accordance with Clauses 11 of these Terms and Conditions of Sale.

## 11 Liability for damages

- (1) Unless otherwise stated in these Terms and Conditions of Sale, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) We shall be liable - for whatever legal reason - without limitation for damages for losses caused by an intentional or grossly negligent breach of duty by us or by one of our legal representatives or vicarious agents.
- (3) In the event of a merely simple negligent breach of duty by us or one of our legal representatives or vicarious agents, we shall only be liable
  - a) however, without limitation - for damages based thereon arising from injury to life, body or health;
  - b) for damages arising from the breach of material contractual obligations. Material contractual obligations are obligations the fulfilment of which is a prerequisite

for the proper performance of the contract and compliance with which the customer regularly relies on and may rely on. In this case, however, our liability is limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract.

- (4) The limitations of liability resulting from paragraph (3) of this clause 11 shall not apply insofar as we have fraudulently concealed a defect, have given a guarantee for the quality of the goods or have assumed a procurement risk. Furthermore, any mandatory statutory liability, in particular under the Product Liability Act, shall remain unaffected.
- (5) Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our executive bodies, legal representatives, employees, staff and vicarious agents.

## 12 Confidentiality; prohibition of reverse engineering

- (1) The customer shall keep all information confidential, which it receives in the course of this order from us or an affiliate company and which is expressly marked or described as confidential or must be regarded as confidential by virtue of its content, including but not limited to manufacturing methods and technical processes, calculations, technical drawings, technical documents and data, models, specifications, materials, software (in particular the source code thereof) and other technical knowledge; and prices, terms, margins, calculations as well as other financial data, (hereinafter referred to as: "**Confidential Information**"). The existence of this agreement and its contents shall also be deemed Confidential Information. If Confidential Information does not meet the requirements of a business secret within the meaning of § 2 No. 1 GeschGehG, such information shall nevertheless be subject to the obligation of confidentiality under this agreement. The customer acknowledges that our Confidential Information is of commercial value.
- (2) The customer shall use such Confidential Information only for the purpose of this Order. The customer shall protect Confidential Information from access by third parties. The measures taken to protect the Confidential Information shall in no way fall below the level that the customer also applies to protect his own Confidential Information. In order to ensure the confidentiality of the Confidential Information also vis-à-vis third parties, the Customer shall implement appropriate technical and organisational measures in accordance with the respective state of the art to prevent unauthorised and unlawful use or disclosure, accidental loss, destruction or damage.
- (3) Confidential information may only be disclosed by the customer to its respective employees, affiliated companies and consultants (lawyers, tax advisors, auditors) to the extent necessary for the implementation of the project and to the extent that they are also obliged to maintain confidentiality.
- (4) There is no obligation of confidentiality for such information,
  - a) already known to or in the possession of the customer prior to receipt of this information;
  - b) which have been lawfully disclosed or made accessible to the customer by a third party authorised to do so without breach of a duty of confidentiality;
  - c) which are publicly known or generally accessible prior to the notification by us or become publicly known after the notification by us without a breach by the customer of obligations under this Agreement;
  - d) required to be disclosed under applicable law or by administrative or judicial order.
- (5) Upon request, the customer shall provide evidence that one of the exceptions applies. In the event that the Customer is required to disclose Confidential Information under applicable law or pursuant to governmental or court order, the Customer shall use all reasonable efforts to prevent or minimise the extent of such disclosure and shall use reasonable efforts to ensure that the Confidential Information so disclosed is kept confidential.
- (6) To the extent permissible, the customer must inform us of this in writing without delay and, if possible, in good time before the disclosure and give us the opportunity to take action against the disclosure.
- (7) Insofar as products or software are provided within the scope of the order, and insofar as nothing to the contrary results from the spirit and purpose of the cooperation of the parties in accordance with the provisions of this agreement and/or a separate contract between the parties, the customer shall not carry out any qualitative or quantitative analysis of the product and its components and shall not be entitled to process or modify the product, in particular to reverse engineer it, to translate, decompile or disassemble software or to convert it in any other way.
- (8) If the customer becomes aware that Confidential Information has been disclosed in breach of this Confidentiality Agreement, the customer shall inform us immediately.
- (9) For each case of breach of the confidentiality obligations under this clause 12, the customer shall pay us a contractual penalty of 5% of

the total net order value, unless he is not at fault with regard to the breach. Any further claims for damages shall remain unaffected.

## 13 Special right of withdrawal/termination in the event of suspension of payments

We have a special right of withdrawal or termination in the following cases: (a) the customer ceases to make payments to his creditors; (b) he himself applies for the opening of insolvency proceedings against his assets; (c) the aforementioned application is permissibly made by us or a third party; (d) the insolvency proceedings are opened as provisional or final; or (f) the aforementioned application is rejected for lack of assets.

## 14 Limitation

- (1) The limitation period for all claims - including non-contractual claims - based on material defects and defects of title shall be one (1) year from delivery, notwithstanding § 438 para. 1 no. 3 BGB and § 445b para. 1 BGB. This shall not apply, however, to the provisions set out in para. 11 (2)-(4) of these Terms and Conditions of Sale. In these cases, the relevant statutory limitation period shall apply instead.
- (2) The delivery referred to in paragraph (1) above means the receipt by the customer of our notice of readiness for dispatch/collection or - if so agreed - the handover to the transport person. Insofar as acceptance has been agreed, the limitation period shall only commence upon acceptance.
- (3) If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building materials and components), the limitation period shall be five (5) years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 lit. a or b BGB). Furthermore, the statutory provisions for claims in rem for the surrender of goods by third parties (§ 438 para. 1 no. 1 BGB) and for our fraudulent concealment of a defect (§ 438 para. 3 BGB) shall remain unaffected.

## 15 Choice of law; Place of performance and jurisdiction; Text form; Severability clause

- (1) This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The VOB shall not apply.
- (2) The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our registered office.
- (3) The contract concluded in writing or in text form, including these GTC, which form an integral part of the contract, reproduce in full all agreements made on the subject matter of the contract (subject to the following paragraph (4)). Any agreements made or promises given by us prior to the conclusion of the contract shall not be binding and shall be replaced in full by the contract concluded in writing or in text form, unless it is expressly stated in each case that they shall continue to be binding.
- (4) Individual - also verbal - contractual agreements always take precedence over these GTC (§ 305b BGB). Subject to proof to the contrary, any agreement in writing or in text form or, in the absence of such an agreement, our confirmation in text form shall be decisive for the proof of its content.
- (5) If contractual provisions including these GTC do not become part of the contract in whole or in part or are void, invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

## 16 Special provisions for maintenance and service contracts

### a) Field of application

The provisions of this § 16 shall, if the Parties have entered into a Maintenance or Service Contract, apply to the Maintenance and Service Services to be provided thereunder. This applies regardless of whether it is a single order or a longer-term contract. If goods are supplied under such a contract (for example spare parts), the above provisions shall apply to this supply relationship.

### b) Priority of the maintenance and service contract

Under a maintenance or service contract, we owe the customer the provision of the respective expressly agreed maintenance and service performances.

### c) Service staff

We provide our services under this contract or under individual orders through our own employees or through employees of subcontractors (hereinafter "service personnel"), unless expressly agreed otherwise in individual cases.

### d) Price adjustment

In the event that our costs for the performance of this contract increase due to price increases of our subcontractors, we reserve the right to adjust the price to our customers in the corresponding amount.

### e) Assertion of defect rights

## General Terms and Conditions

- (1) In the event of a complaint by the customer, we shall immediately participate in the clarification of the facts; we shall be given access to the system and the information required for a clarification for a corresponding service visit.
- (2) At the customer's request, we will also provide support with provisional measures within the scope of our possibilities before final clarification of the facts.
- (3) Insofar as, after clarification of the facts, it cannot be established that the points complained of by the customer were caused by defects in contractual services at the time of the transfer of risk, we shall be entitled to the usual remuneration for service calls and services for determining the cause and provisional measures.

### **f) Exchange parts**

- (1) Unless otherwise agreed in the maintenance or service contract, the customer shall bear the costs for spare parts or replacement components.
- (2) If individual components of the system need to be replaced, either new parts or, if the customer agrees, refurbished replacement parts can be used.

### **g) Unscheduled exchanges on the occasion of visits**

If, on the occasion of maintenance or service visits, we find operating equipment or components that require unscheduled replacement or should be replaced from a technical point of view, we will be happy to offer this replacement to the customer. We ask the customer to confirm a corresponding order for the delivery of the new operating equipment or components and their replacement.

### **h) Right of inspection; disposal of components**

- (1) If the customer bases claims on the fact that parts or components of the system are defective, we are entitled to inspect the respective parts and components ourselves or have them inspected by third parties.
- (2) Within this framework, we are in particular entitled to remove and process the parts and components if necessary, to modify them and to make them available to the manufacturer.
- (3) Upon request, the customer shall provide us with all operating parameters of the system for the purpose of inspection.
- (4) If we are not enabled to inspect the goods in the sense of the above provision, we shall be entitled to reject the complaint.
- (5) If, after our inspection, it turns out that the parts and components complained about are actually not defective, we may demand reimbursement from the customer of the costs incurred by us as a result of the inspection.
- (6) We are entitled to have the rejected parts and components disposed of at the customer's expense if the customer does not request their return at his own expense within two weeks.

### **i) Transmission of operational data**

In order for us to be able to carry out the maintenance services and estimate the times of the upcoming maintenance services, the customer undertakes during the term of the contract to send the relevant, respectively requested operating data, e.g. the operating hours of the system, by e-mail to [aftersales@saxlund.de](mailto:aftersales@saxlund.de) upon request.

### **j) Components supply**

If operating equipment or components are sent to the customer prior to a service call, he receives them and stores them in a proper manner.

If the customer procures individual components, in particular standard parts, himself and provides them for maintenance and service work, these must always be free of defects. The customer is responsible for the quality, suitability and functionality of his supplies. The customer must notify us of any defects without delay, but at the latest before using the components.

### **k) Customer preparation for visits**

- (1) The customer shall grant the service personnel access to the systems in order to carry out the work. Prior to the commencement of all work within the meaning of this contract or of individual orders, the affected plant components must be cleaned and prepared by the customer in such a way that the work can be carried out safely and without hindrance. Depending on the individual case, this may require the affected components to be cleaned or shut down, systems to be released or emptied, or silos to be vented and emptied.
- (2) The customer shall provide us with the information on the installations required for the performance of the contract. He shall support the service personnel during their work on site free of charge by a competent contact person who is aware of the operation of the system and possible special features.
- (3) We shall provide tools for the immediate execution of the actual services. Other necessary aids shall be provided by the customer at his own expense before the start of the assignment. In particular, the customer shall provide: Electricity and water connections, technical gases, safety barriers, a fire watch, permits for fire and hot work, lifting equipment, cranes and scaffolding, sanitary

facilities and showers; painting work and the free measurement of gases also fall within the customer's area of responsibility.

- (4) The customer shall provide us with a suitable workshop workstation and a recreation room free of charge at the site of the installation, insofar as corresponding rooms are available there.

### **l) Futile visits**

- (1) If maintenance and service work cannot be carried out for reasons within the customer's sphere of responsibility, the service call shall nevertheless be charged. This is particularly the case if maintenance is not possible due to operational disruptions or the simultaneous activity of other technicians on site.
- (2) If waiting times arise for such reasons, they shall be remunerated as working times.

### **m) House rules**

If internal requirements of the customer or third parties apply on the premises of the facility that we are to follow (such as construction site or house rules), the customer shall inform us of this in good time. Insofar as such specifications result in higher expenses for us, we shall be entitled to a corresponding, appropriate increase in remuneration.

### **n) Duty to report disturbances**

During the term of a maintenance or service contract, the customer undertakes to notify us immediately of all faults and damage to the system.

### **o) Notification of change of conditions on site**

If the conditions on site change in such a way that this is relevant for the service assignments (for example, conditions of the light source or the premises), he is obliged to inform us of this immediately, but at the latest one week before the next service assignment.

### **p) Availability of the on-call service**

If we have agreed with the customer to be on call, we shall be available to the customer at the following times to report faults in the system, unless otherwise agreed: Monday to Thursday from 08:00 to 16:00 and Friday from 08:00 to 12:00. This does not include public holidays at our registered office.

### **q) Appointment coordination**

- (1) Scheduled service calls are usually coordinated between the parties at least two months in advance.
- (2) If the customer requests a change to an agreed date for a maintenance service, we will endeavour to facilitate such a change. The customer has no right to claim that we can offer alternative dates at short notice.
- (3) If an appointment is cancelled or postponed at such short notice that concrete costs have already been incurred or the service staff can no longer be employed elsewhere, we will charge the customer accordingly.

### **r) Exclusion of termination**

Insofar as a maintenance or service contract has been agreed for a specific term, termination prior to the expiry of the agreed term is generally excluded. The right to terminate for good cause remains unaffected.

### **s) Corresponding application of general terms and conditions under commercial law**

Insofar as the other provisions of these GTC do not specifically concern deliveries, these provisions shall also apply to maintenance and service contracts. In particular, § 1, § 2, § 5, § 7 par. (1) and (3), § 11, § 13, § 14 and § 15.