

# General Terms for Sales, Delivery, Assembly and Repair Works of HASYTEC Electronics AG for the Domestic and international Market

Status April 2024

The following General Terms and Conditions for Delivery apply to the sale and delivery of HASYTEC products (I). Assembly, commissioning, service, repair work as well as conversions must always be ordered separately (II).

## I. General Terms of Sale and Delivery

### § 1 General Provisions

(1) Exclusively the following Terms of Sale and Delivery – hereinafter also referred to as GTC – apply to all deliveries and other services; they apply only if the Client of HASYTEC Electronics AG – hereinafter referred to as HASYTEC – is a business (Sec. 14 BGB [German Civil Code]), a legal entity of public law or a public-law investment fund.

(2) These GTC also apply to all future business transactions without requiring HASYTEC to refer to them again in each individual case.

(3) Deviating, opposing or additional General Terms and Conditions of the Client will become part of the contract only if and as far as HASYTEC has expressly agreed to them in writing. This requirement of agreement applies in all cases, for example, even if HASYTEC makes an unconditional delivery to the Client in awareness of its General Terms and Conditions.

(4) Individual agreements made with the Client in the specific case (including side agreements, additions and changes) shall always take precedence over these GTC. Written confirmation from HASYTEC shall be decisive for the content of such agreements.

(5) Changes to the design, concept or shape of the objects of delivery, discrepancies in the configuration of objects of delivery, or changes in the format and changes to the scope of delivery during the delivery period remain reserved, provided that the objects of delivery are not modified substantially and the changes are acceptable to the Client. HASYTEC expressly reserves making acceptable changes based on technical progress and improvements to the delivery.

(6) Information regarding the applicability of statutory provisions shall have merely clarifying meaning. They shall apply even without such clarification, unless they are modified or expressly excluded according to these GTC.

(7) All legally relevant declarations and notifications from HASYTEC relating to the contract (e.g., setting of deadlines, warnings) shall be issued in writing, which includes the written and text form (e.g., letter, email, fax).

### § 2 Conclusion of the Contract

(1) Offers from HASYTEC to conclude a contract are subject to change and non-binding, unless they are explicitly referred to as being binding or unless they contain an acceptance period. This shall also apply if the Client has been provided with catalogues, technical documentation or other product descriptions or records – including in electronic format. HASYTEC reserves the property and copyrights to such documents. Such documents shall be used exclusively for the contractual service. The documents shall be kept secret from third parties for as long as the knowledge contained in them has not become general knowledge, notably also after the termination of the contract. The statutory provisions regarding the protection of business secrets and the non-disclosure agreements concluded between the Parties shall remain unaffected.

(2) The Client's order of the products shall be deemed a binding offer to conclude a contract, which can be accepted by HASYTEC in an order confirmation or by delivery of the products to the Client.

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(3) The documents underlying the offer or order confirmation, such as illustrations, drawings, specifications of dimensions or weights shall generally be understood merely as approximate values, unless they are explicitly referred to as being binding.

## § 3 Prices, Terms of Payment, Payment Default

(1) Unless agreed otherwise in the specific case, prices shall apply ex-warehouse, plus the statutory value added tax, and without packaging and other shipment and transport costs. Packaging will be charged at its cost price and packaging will be taken back only if HASYTEC is obligated to do so by operation of compulsory legal regulations. Any customs duties, fees, taxes, and other public levies shall be borne by the Client. The same applies to any taxes charged by the country of the Client.

(2) If more than 4 months pass between the conclusion of the contract and the delivery, without HASYTEC's fault for the delivery delay, HASYTEC can increase the price appropriately in consideration of occurred increases of material, wage and other incidental costs that are to be borne by HASYTEC. If the purchase price increases by more than 40%, the Client shall have a right to withdraw from the contract.

(3) If HASYTEC takes the Client's change requests into account, the Client shall bear the extra costs caused by this.

(4) Unless agreed otherwise, the purchase price shall become due and payable within fourteen days from issuance of the invoice and delivery or acceptance of the products (the latter in case assembly and repair works are ordered, see Part II, § 7). However, HASYTEC has the right at any time to perform a delivery in full or in part only against prepayment. HASYTEC will declare a corresponding reservation at the latest on confirmation of the order. Deliveries to foreign countries will be made only against prepayment, unless agreed otherwise. The place of performance for payment of the purchase price is the place of HASYTEC's registered office.

(5) On expiration of the aforementioned payment deadline, the Client will be in default. During the period of default, the purchase price will accrue interest at the respectively applicable default interest rate, which is currently 9 percentage points above the respective base interest. Moreover, a flat fee for default damages will be incurred in the amount of EUR 40. HASYTEC reserves claiming additional default damages that are to be offset against the flat fee for default damage.

(6) If it can be anticipated, after the signing of the contract, that HASYTEC's claim for the payment of the purchase price is at risk due to the Client's insufficient capacity to make payments (e.g., in result of an application for the opening of bankruptcy proceedings), HASYTEC shall have the right to withdraw from the contract pursuant to the legal regulations regarding the refusal of performance and after setting a deadline if necessary (Sec. 321 BGB). HASYTEC may declare an immediate withdrawal from such contracts under which the production of non-resalable objects (custom productions) is owed. The statutory provisions on the dispensability of setting a deadline shall remain unaffected in this respect.

## § 4 Offsetting, Right of Withholding

Offsetting and enforcement of a right of withholding by the Client are excluded, unless the counter claim underlying the offsetting or right of withholding is uncontested or has been established as final and absolute. In the case of defects in the delivery, the Client's counter rights, in particular pursuant to § 8 of these GTC, shall remain unaffected.

## § 5 Delivery Period, Delivery Delay

(1) A delivery date will be set according to best judgment on the acceptance of the order. The delivery date shall be binding only if it is expressly referred to as being binding.

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(2) The delivery period shall be extended appropriately if the Client on its part delays or fails to implement the required or agreed contributing actions. Any changes to the delivered products that are initiated by the Client will also result in an appropriate extension of the delivery period.

(3) If HASYTEC fails to meet binding delivery periods for reasons outside of its responsibility, HASYTEC shall inform the Client of this without delay and notify it of the expected new delivery period at the same time. If the service is again not available within the new delivery period, HASYTEC shall have the right to fully or partly withdraw from the contract; any consideration already paid by the Client shall be repaid immediately. In particular, a case of unavailability of the service is considered to be delayed supply to HASYTEC from its upstream suppliers, without the fault of either HASYTEC or the supplier, or if HASYTEC is not obligated to make the procurement in the specific case.

(4) Whether a delay in delivery has occurred shall be determined according to the statutory provisions. A warning from the Client will be required in any case. If HASYTEC is delayed with the delivery, the Client can demand a flat fee for default damages, which shall be 0.5% of the net price for each completed calendar week, whereas at most 5% of the delivery value of the products delivered at a delay. The right remains reserved for HASYTEC to prove that the Client has incurred either no damage or a damage below the flat fee.

(5) The Client's rights pursuant to Part I, § 8 and § 9 of these GTC and the statutory rights of HASYTEC remain reserved in particular in cases where the performance obligation does not apply, foremost in cases of impossibility or unreasonableness of the performance.

## **§ 6 Delivery, Transfer of Risk, Acceptance, Delay of Acceptance**

(1) The delivery shall be made ex-warehouse of HASYTEC, which shall also be the place of performance. On the Client's request and cost, the products will be shipped to a different place of destination. Unless agreed otherwise, HASYTEC is entitled to determine the mode of shipment, specifically the transport companies, shipping route, packaging at its own choice.

(2) HASYTEC is permitted to make partial deliveries to a reasonable extent.

(3) The risk of accidental loss and accidental deterioration of the products shall transfer to the Client at the latest on the handover. In case of a sale by delivery, the risk of accidental loss and accidental deterioration of the products and the risk of delay shall transfer already on the handover of the products to the freight forwarder, carrier or other shipment operator. If an acceptance has been agreed (thus, when assembly and repair works are ordered, see II. § 7), the date of the acceptance shall be the point in time decisive for the transfer of risk of the ordered services (thus, the assembly and repair works). In other respects as well, the statutory provisions of the law on contracts for works and services shall apply analogously to an agreed acceptance (thus, when assembly and repair works are ordered, see II. § 7). If the Client is in delay of acceptance, this shall be held equal to the handover or acceptance.

(4) If the Client is in delay of acceptance or it fails to perform its contributing actions or if the delivery is delayed for another reason at the Client's fault, HASYTEC shall be entitled to demand the refund of the resulting damages, including extra expenses (e.g., storage costs). HASYTEC's statutory claims shall remain unaffected.

(5) The risk of accidental loss or accidental deterioration of the object of purchase shall transfer to the Client at the point in time when the latter is in delay of acceptance or in default of payment.

(6) The documents provided by HASYTEC as annexes to the offer, such as the operating manual, wiring diagram, the so-called "Prep Sheet", the "Acceptance Protocol", and the offer, as well as the order confirmation itself contain requirements for the location where the object of delivery is to be built in/installed. The Client will be responsible for these requirements being met.

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## § 7 Reservation of Title

(1) HASYTEC reserves the title to the purchased and delivered products up until the complete payment of all present and future receivables resulting from the purchase agreement and an ongoing business relationship.

(2) For as long as ownership has not transferred to it, the Client undertakes to treat the object of purchase with care and, if necessary, perform any required maintenance and inspection work on time and at its own cost. It is obligated in particular, if the product concerned is of high value, to purchase sufficient insurance for the products at its own cost, providing cover of their value as new for the risks of theft, fire, and damages caused by water. For as long as ownership has not transferred yet, the Client shall inform HASYTEC immediately in writing if the delivered object has been attached or is subject of other interference by third parties. If the third party is unable to refund HASYTEC for the legal and out-of-court costs of an action according to Sec. 771 ZPO [German Code of Civil Procedure], the Client shall be liable for the loss incurred.

(3) The Client is not authorized to pledge the products subject to the reservation of title to third parties, nor to transfer them by way of security, whereas it is authorized to resell the products subject to the reservation of title in the course of ordinary business. The Client hereby assigns its resulting claims against its business partners to HASYTEC by way of security on this day already. HASYTEC accepts the assignment. The Client is irrevocably empowered to collect the claims assigned to HASYTEC in its own name for the Client's account.

(4) In the event of actions by the Client contrary to the contract, in particular in case of non-payment of the due purchase price, HASYTEC shall have the right to withdraw from the contract pursuant to the statutory provisions and demand the surrender of the products based on the reservation of title and the withdrawal. If the Client does not pay the purchase price, HASYTEC may claim these rights only if it has previously unsuccessfully set the Client an appropriate grace period for the payment or if setting of such a period is dispensable according to the statutory provisions.

(5) The reservation of title covers the full value of the goods that are created by processing, mixing or combining of the products. If, in result of processing, mixing or combining with goods of third parties, the third parties' property rights continue to exist, HASYTEC shall acquire a co-ownership share at the rate of the invoice values of the processed, mixed or combined items. Further, applicability of the reservation of title will be the same for the created item as for the products.

(6) If the law of the country in which the object of delivery is located does not permit a reservation of title or only to a limited extent, but if it permits HASYTEC to reserve other rights to the object of delivery, HASYTEC can exercise all of the rights of this kind. The Client is obligated to cooperate in measures by HASYTEC which HASYTEC wants to take to protect its property right or another right to the object of delivery which applies instead of the property right.

(7) If the value of all securities created for HASYTEC exceeds the value of the existing receivables by more than 10%, HASYTEC shall release securities of its choice on the Client's request.

## § 8 Warranty Claims

(1) Warranty claims of the Client require that it has duly performed its statutory obligations for inspection and notification of defects (Sec. 377 HGB [German Commercial Code]). The Client shall notify HASYTEC of detectable defects in writing without delay, whereas at the latest within 7 business days from delivery of the products. Hidden defects shall be notified to HASYTEC in writing without delay, whereas at the latest within 7 business days from their discovery. Hidden defects shall be notified in writing at the latest within 12 months from the transfer of risk. The defective product shall be made available to HASYTEC for testing on its request. **The notice of defects will be deemed given in proper form only if the Client has transmitted the completed form "Application and Fault Assessment" to HASYTEC at the email address [Service@hasytec.com](mailto:Service@hasytec.com). The Client can receive the form on request sent to the email**

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**address Support@hasytec.com.** If the Client fails to perform the due inspection and/or notice of defect, HASYTEC's liability shall be excluded for the defect for which no notice of defect was sent.

(2) If the delivered object is defective, HASYTEC shall have the choice of subsequent performance by either rectification of the defect (reworking) or delivery of a defect-free object (subsequent delivery). In the event that the kind of subsequent performance chosen by HASYTEC is unacceptable to the Client in the specific case, it may reject it. However, it remains reserved for HASYTEC to refuse subsequent performance on the statutory conditions. Furthermore, HASYTEC shall have the right to make the subsequent performance to be rendered by HASYTEC contingent on the Client's payment of the due purchase price. The Client, however, shall have the right to withhold an appropriate part of the purchase price in proportion to the defect.

(3) The Client shall give HASYTEC the required time and opportunity for the owed subsequent performance, in particular it shall transfer the complained products to it for the purposes of testing. In the event of a replacement delivery, the Client shall return the defective object to HASYTEC in accordance with statutory provisions. Subsequent performance includes neither the dismantling of the defective object nor its re-installation, unless HASYTEC was obligated to install the object under the sale and delivery contract.

**(4) The expenses required for the purposes of inspection and subsequent performance, in particular costs for transport, travel, labor and materials shall be borne by HASYTEC, unless the claim for defect rectification proves to be unjustified or the notice of defect proves to be incorrect, because the Client has made false statements on the form "Application and Fault Assessment".** In that case, the costs shall be refunded by the Client. If the expenses increase because the products were retrospectively taken to a place other than the originally agreed place on the Client's request, these expenses shall be borne by the Client.

(5) The Client shall have the right to rectify the defect on its own solely in urgent cases, for example, if there is a danger to operational safety or to prevent disproportionate damages, and it shall request a refund of the expenses objectively required for this purpose from HASYTEC. The Client shall inform HASYTEC without delay, if possible before it implements such execution by substitution. No right of execution by substitution applies if HASYTEC would be entitled pursuant to the statutory provisions to refuse a corresponding subsequent performance.

(6) In case of defects that cannot be rectified immediately at no fault of HASYTEC, only those expenses shall be borne by HASYTEC which would have been incurred in the case of an immediate rectification. If the Client prevents HASYTEC from rectifying discovered defects, the Client shall bear the costs incurred due to damages, waiting times or other expenses caused by this.

(7) If the subsequent performance fails or if an appropriate grace period to be set by the Client for subsequent performance expires unsuccessfully, or if the setting of a grace period is dispensable pursuant to the statutory provisions, the Client shall have the choice to reduce the purchase price or withdraw from the contract. The right of withdrawal shall remain excluded in case of a merely insignificant defect.

(8) Further claims of the Client, provided they do not arise from a granted warranty, shall apply only if they are based on these GTC; they are excluded for the rest.

(9) No guarantee for properties and condition of the products and their functionality according to the operating manual is given.

(10) The limitation period for claims and rights due to defects – regardless of the legal reason – is one year from delivery of the object of purchase. If an acceptance has been agreed (when assembly and repair works are ordered, see II. § 7), the limitation period shall begin on the acceptance date. The limitation period pursuant to clause 1, however, shall apply subject to the following stipulation:

a) The limitation period shall generally not apply in case of intent or fraudulent concealment of a defect, nor if HASYTEC has given a guarantee for properties and condition of the services. The statutory periods shall apply instead.



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- b) The limitation period shall not apply either to buildings or works, if their successful outcome comprises the performance of planning or supervision services for the buildings or works. The statutory periods shall apply instead.
- c) The limitation period shall furthermore not apply to damage compensation claims in case of a gross negligent breach of duty, nor in the event of a culpable breach of cardinal duties – which does not comprise the performance of a defective service – (cardinal duties are duties the fulfillment of which makes the correct execution of the contract in the first place and the fulfillment of which the contractual partner may regularly rely on), nor in cases of culpably caused injury to life body or health, nor to claims pursuant to the Product Liability Act. The statutory periods shall apply instead.
- d) Where this clause mentions damage compensation claims, this also includes claims for the refund of useless expenses.

(11) A delivery of used objects, which may be agreed in a specific case with the Client, shall be made to exclusion of any warranty for material defects. However, this shall not apply to cases pursuant to Sec. 438 (1) No. 1 BGB (defects of title on immovable objects) or Sec. 438 (1) No. 2 BGB (buildings, objects for buildings). The cases excluded pursuant to the foregoing clause 2 shall be subject to a limitation period of one year.

(12) HASYTEC does not grant any warranty for material defects that are the result of agreed provisions of materials by the Client.

(13) Unless expressly defined otherwise, the statutory provisions on the start of limitation, expiration of prescription, and suspension and restart of limitation periods shall remain unaffected.

(14) The provisions above shall apply analogously to damage compensation claims that are not related to a defect.

(15) A reversal of the burden of proof to the Client's disadvantage is not entailed by the foregoing provisions.

## **§ 9 Other Liability (Limitations), Supplier Recourse**

(1) HASYTEC's liability for damage compensation shall be limited to intent and gross negligence. In the event of simple negligence, HASYTEC shall only be liable only for damages resulting from the injury to life, body or health, and for damages due to breach of a cardinal duty (definition according to Part I, § 8 (10) lit. c). In these cases, liability shall be limited to the compensation of the predictable, typically occurring damages.

(2) The liability limitations resulting from (1) shall not apply if HASYTEC has fraudulently concealed a defect or granted a guarantee for properties and condition of the products. This shall also apply to claims of the Client pursuant to the Product Liability Act.

(3) The Client may withdraw from or terminate the contract for a breach of duty not comprising a defect only if HASYTEC is responsible for these breaches.

(4) The Client's claims of recourse within a supply chain (Sec. 478, Sec. 445a, Sec. 445b BGB) against HASYTEC shall be established only as far as the Client has not made any agreements beyond the statutory mandatory warranty claims. § 8 (4) applies analogously to the scope of the Client's recourse claim.

(5) As far as liability pursuant to Part I, § 8 and § 9 is excluded or limited, this shall also apply to the Client's claims for the refund of useless expenses and to the personal liability of HASYTEC's bodies, employees, workers, staff, representatives and vicarious agents.

## **§ 10 Materials Provided by the Client**

(1) All materials provided by the Client that are required or agreed between HASYTEC and the Client (raw materials, accessory parts, attachment and installation parts) must be provided by it on time in each case,

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free of charge for HASYTEC, and in the form and quality as needed for the service performance in accordance with the contract. The place of the provision shall be the place of HASYTEC's registered office in all cases, unless agreed otherwise in the specific case.

(2) The Client shall have sole responsibility for the provision. The provisions of materials must in specific not violate applicable law (including copyrights and other rights of third parties). If the Client provides material for further processing, HASYTEC shall only owe the correct further processing; HASYTEC shall not be held accountable for the material provided by the Client being suitable to achieve the purpose the Client intends by the further processing. HASYTEC shall not be obligated to inspect, clean or repair provided materials. This shall be done only upon explicit agreement and against cost assumption by the Client.

(3) If the Client's provided materials are protected by intellectual property rights (e.g., copyright or trademark right), the Client shall grant HASYTEC the non-exclusive right, limited in time to the period of the contract performance, to use the provided materials within the scope of the performance in accordance with the contract. In other respects, the Client shall retain all rights.

(4) If the Client fails to perform its obligations to provide materials and if HASYTEC is obstructed in the performance of the services for this reason, HASYTEC can refuse to perform the owed services until the materials are provided in accordance with the contract. Such delays at the Client's end will entail a corresponding postponement or extension of bindingly agreed delivery dates. If the provided materials are defective, the Client shall be obligated to bear the required expenses for the purpose of the subsequent performance (e.g., transport, travel, labor and material costs).

(5) In case the Client does not make the materials to be provided by it available, in spite of a corresponding written warning, setting of a grace period (e.g., in case of a defective or incomplete provision), HASYTEC shall have a right of withdraw from the contract. Withdrawal shall be effected by written declaration. Regardless of whether this right of withdrawal is enforced, HASYTEC shall hold a claim for compensation of damages or extra expenses due to the failed/defective provision.

(6) The risk and costs for the return transport of provided materials that are no longer needed or such that have been provided in excess shall be borne by the Client.

(7) HASYTEC shall be obligated to purchase insurance for the Client's provided materials only on the Client's explicit request and against assumption of the costs by the Client.

(8) HASYTEC shall not be liable for the accidental loss of the provided materials.

## § 11 Software, Software Products

If the scope of delivery also includes software or software products (hereinafter referred to as "Software"), the following provisions shall apply:

(1) The provision in Part I, § 11 covers both the system programs of the operating system as well as the applications for the solution of the specific operational tasks, including the source codes and product programs, complete with the entire related manufacturer or user documentation, which is intended or suitable to promote the understanding or application of a computer program, in specific problem descriptions, system analyses, user instructions, dataflow and program flow charts, test aids, etc. These provisions shall apply regardless of the respectively used programming language and kind of the Software's embodiment in written form or storage on any optional data media such as magnetic disks, magnetic tapes, hard drives, random access memories, compact disks, diskettes, microprocessors, etc.

(2) Unless agreed otherwise, it is a responsibility of the Client to create the conditions within its sphere of control that allow the use of the objects of delivery in accordance with the contract (e.g., connection to the data network, procurement and operation of the required hard- and software, provision of storage space). Unless agreed otherwise, the Client itself shall be responsible for the installation of the Software.

(3) HASYTEC shall take all reasonable measures to prevent any risks from malware. However, HASYTEC cannot guarantee the complete security of its systems and Software. The Client is therefore obligated to

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also take all reasonable measures within its sphere of control to protect its systems from malware.

(4) Unless differing provisions have been agreed in individual contracts, the Client shall acquire, on complete payment of the agreed remuneration, a non-exclusive, non-sublicensable right, without limitation in time and content, to use each of the objects of delivery (for example, interfaces, software, concepts, illustrations) in accordance with the respective contractual purpose. Without HASYTEC's explicit agreement, the Client shall not be permitted to reproduce, disseminate, render the Software in public, nor to modify or transfer the Software to third parties. A transfer to third parties furthermore requires the simultaneous, complete and final discontinuation of the use of the Software by the Client, i.e., the Client must transfer all original copies of the Software to the third party and must have deleted all copies that it has itself created.

(5) Where the objects of delivery are Software, the Client shall receive them merely in the object code. The transfer of the source code requires a separate agreement. The Client's statutory rights pursuant to Sec. 69d and Sec. 69e UrhG [German Copyright Act] remain unaffected by this.

(6) Copyright notices, serial numbers, and other marks serving as product identification on the objects of delivery must not be removed or modified.

(7) Regardless of the scope of the transfer of rights to the Client, HASYTEC shall be permitted in all cases to also use ideas, concepts, acquired know-how, etc. for further developments and services for other clients.

(8) The Software provided for use to the Client within the scope of delivery is "Confidential Information" that is subject to non-disclosure. The Client undertakes to impose a corresponding non-disclosure obligation on the employees entrusted with the object of delivery. The non-disclosure obligation shall end only upon expiration of the intangible rights protected by the agreement made in Part I, § 11 or when the "Confidential Information" becomes public knowledge.

## § 12 Link to a Foreign Country

(1) The contractual partners are aware that HASYTEC's products or the services agreed under the contract may be subject to export and import restrictions. In particular, approval requirements may apply or the products' use at the agreed place of destination may be subject to restrictions. HASYTEC shall observe all applicable export and import regulations, specifically the export and import regulations of the Federal Republic of Germany and the European Union. HASYTEC's declaration of contract is therefore subject to the proviso (condition precedent) that no obstructions to the conclusion or performance of the contract arise due to national and international export or import regulations, in particular that no export or import prohibitions, embargos or other trade restrictions are opposed.

(2) If the conclusion or performance of the contract (in particular, the export of the products) requires permission in accordance with the applicable export and import regulations, HASYTEC's declaration of contract is further subject to the proviso (condition precedent) that the permission is granted. HASYTEC shall take all reasonable measures to receive the permission.

(3) The Client is obligated to inform HASYTEC of any export or import restrictions and of all indications coming to its attention that such restrictions or corresponding sanctions exist. This obligation shall also apply prior to and on the signing of the contract, respectively. HASYTEC and the Client are each obligated to make each other all documents and information accessible to them available, as needed to receive the official permissions or as otherwise required for the export, transport, and import of the products (in particular, an end user certificate from the Client). The Client is obligated to provide binding specifications to HASYTEC as to which documents are required for import clearance.

(4) If the issuance of a permission is delayed, HASYTEC shall inform the Client immediately of the delay and of its expected duration (if known). The same shall apply if the review of potential export or import restrictions is delayed. The due date of the services owed by HASYTEC, the delivery periods potentially agreed in the contract or the handover dates shall be postponed according to the duration of the delay.



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In particular, HASYTEC will not be in default in consequence of delays in performance or delivery that are due to export or import restrictions or their review. Damage compensation claims against HASYTEC are excluded to this end.

(5) If the contract conclusively does not become effective due to national and international export and import regulations and if it can therefore also not be performed by HASYTEC (e.g., because the permission is not granted or the export of the products is prohibited for other reasons), HASYTEC shall immediately repay any already received consideration to the Client. For the rest, the Client shall not hold any claims against HASYTEC in that case, specifically not for performance, damage compensation or refund of expenses.

(6) In case of an export or transport of the products by the Client, it undertakes to observe all German and European regulations, and all other applicable national or international regulations on export control, and embargos as well as other sanctions.

## § 13 Choice of Law, Place of Jurisdiction, Severability Clause

(1) The inclusion and interpretation of these GTC, likewise as the conclusion and interpretation of the legal transactions with the Client themselves, shall be determined exclusively pursuant to the law of the Federal Republic of Germany. Application of international unified law, in particular of the UN Convention on Contracts for the International Sale of Goods is excluded.

(2) The place of jurisdiction is the legal venue with jurisdiction at the place of HASYTEC's registered office, provided that the Client is a business, legal entity of public law or a public-law investment fund. HASYTEC is also permitted to file lawsuit in a court with jurisdiction at the place of registration or branch office of the Client.

(3) Invalidity of individual clauses in this contract or its integral parts shall not affect the validity of the remaining clauses. The contractual partners are obligated, within reasonable limits and according to good faith, to replace an invalid provision for a valid provision coming closest to its economic outcome, provided that this does not result in a major change of the content of the contract; the same shall apply in case a matter requiring provisions has not been expressly defined by provisions.

## II. General Terms of Assembly and Repair

### § 1 General Provisions

The provisions in Part I of these GTC apply analogously, unless agreed differently in the following. The following terms apply to assembly, commissioning, service, and repair works, and to conversions (hereinafter referred to as "Assembly and Repair Works"), which are performed by HASYTEC on behalf of the Client based on a separate order, i.e., not within the scope of a sale and delivery contract and, therefore, also outside of the warranty for delivered products.

### § 2 Prices, Invoicing

(1) The performance shall be invoiced by time and expense, unless agreed otherwise. HASYTEC's assembly cost rates, which are transmitted enclosed with the offer, apply as respectively valid on the date of the signing of the contract.

(2) The statutory value added tax is not included in the prices. It is shown separately on the invoice in the statutory amount as at the date of the invoice. All taxes charged by the country of the Client shall be borne by the Client.

(3) If the expected price for the services is not indicated on the signing date of the contract, the Client can set cost caps.

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- (4) If it should become apparent during the repair that the expected costs for the repair exceed the costs estimated without binding effect or the cost cap set by the Client, and that they are not in an economically reasonable proportion to the current value of the object to be repaired, HASYTEC shall inform the Client of this without delay. The same applies to defects that are discovered only on occasion of this repair and which have so far not been included in the scope of the repair order.
- (5) A cost estimate requested by the Client shall be binding only if it is provided in writing and referred to as being binding by HASYTEC. If the order is performed according to a binding cost estimate, reference to the cost estimate shall be sufficient for invoicing; exclusively the deviations from the scope of service shall be listed.
- (6) Required travel times and waiting times (interruptions and delays of the works, none at the fault of HASYTEC) are regarded as working time.
- (7) Travel costs will be invoiced according to the assembly cost rates in the amount actually incurred. Travel costs always include the round trip, whereas the respectively appropriate means of transport (e.g., train, plane, car, ship, taxi, etc.) will be chosen and invoiced. If the contracted service is delayed due to circumstances outside of HASYTEC's responsibility such as flight delays, cancelled flights, weather conditions or traffic problems, HASYTEC shall be entitled to charge the waiting times and additional travel costs caused by this in accordance with the assembly cost rates or in the amount actually incurred. If the Client is responsible for the delay, HASYTEC shall be entitled to also charge the other extra costs incurred due to the delay. HASYTEC shall be released from the performance obligation for the duration and to the extent of the effect.
- (8) Other incidental costs required for the performance of the order shall be refunded by the Client in the actually incurred amount. This includes in particular hotel costs, transport costs for the shipment of tools, transport insurance costs for the personal luggage of the HASYTEC personnel, and for tools carried along or shipped, as well as costs for luggage storage, fees for postage, telephone, faxes and telegrams.
- (9) If the assembler cannot be accommodated near the place of assembly, the costs for commuting between the place of accommodation and the place of assembly, and the commuting times (without surcharges) will be invoiced according to the assembly cost rates. Commuting time is regarded as working time.
- (10) Payments from the Client to the assembly personnel shall not have debt-discharging effect in relation to HASYTEC.
- (11) Public holidays and other regulations regarding work on public holidays and on Sundays are determined according to the calendar of the State of Schleswig-Holstein.
- (12) The agreed per diem allowance shall not only be paid for each business day but also for days on which the service technician must stay at the place of assembly in connection with his/her work. However, during a period of disability while staying at the place of assembly, the per diem allowance shall be reduced by 70% plus any accommodation costs that may continue to be payable.
- (13) Costs caused by work related accidents or illnesses at the place of assembly, including costs for trips home if applicable, shall be borne by the Client, unless the costs are refunded by the insurance according to Part II, § 6. The time for visits to a doctor, including commuting time at the place of assembly, will be charged as working time. All costs relating to the deployment of a substitute will be charged to the Client.
- (14) If the Client requests work to be performed at times or under circumstances which require surcharges according to the assembly cost rates, the surcharges will be charged in addition to the cost rates.
- (15) Invoices will be issued after completion of the Assembly and Repair Works according to HASYTEC's timesheets. If it is requested that the performed working times be monitored, HASYTEC shall receive notification of this, prior to the start of the work, with enclosure of the corresponding forms. HASYTEC shall send the timesheets to the Client – usually together with the service report – after the completion of the work. The timesheets will be deemed accepted, unless the Client objects within 1 week from receipt. HASYTEC shall inform the Client of this legal consequence in the transmission of the timesheets.

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## § 3 Service Staff, HASYTEC's Duties

- (1) The number, classification, and composition of the service staff shall be adjusted by HASYTEC according to the respective requirements.
- (2) The service technicians are not permitted to declare or receive statements of intent on behalf of HASYTEC. For this reason, agreements will be effective only if they are confirmed by a HASYTEC employee with power of representation.
- (3) If the Client triggers an order to the HASYTEC service staff by filling out and signing the form "Order of Additional Work", the order shall be billable even if it has not been confirmed by a HASYTEC employee with power of representation.
- (4) Any order for material or requests for additional personnel issued verbally to the service technicians shall be binding on HASYTEC only if the Client has informed HASYTEC of them and if they have been confirmed in writing by HASYTEC.
- (5) HASYTEC does not assume any liability for personnel provided by the Client nor for the performance of the supporting work.
- (6) HASYTEC must inform the Client of the special risks that might arise from the performance of Assembly and Repair Works.

## § 4 Client's Duties

- (1) On time before the work, the Client shall keep all equipment on hand locally, which is required for the work, specifically heating, lighting, and operating personnel. In addition, the Client shall ensure that all requirements according to the so-called "Prep Sheet" are fulfilled at the work site for the use of the necessary machinery (such as in particular power supply, operating current). Furthermore, the Client shall provide suitable, dry and lockable rooms for the storage of tools and machine parts. It shall implement all required preparatory work so that the work can be started directly upon arrival of the HASYTEC service staff and be completed without interruption.
- (2) The Client shall take the necessary special measures for the protection of personnel and property at the assembly site at its own cost. A contact person is to be named, who will be in touch with the HASYTEC service staff and coordinate the work in the course of the implementation of the ongoing works. The Client shall also inform the service technicians deployed by HASYTEC about existing special safety regulations, as far as these are important to the service technicians. It shall inform HASYTEC about any violations of such safety regulations by the service staff.
- (3) The Client shall take all required actions at its own cost so that the Assembly and Repair Works can be started directly upon arrival of the service staff and be continued without interruption. This presupposes that all areas required for the installation are freely accessible, not blocked by other works, and that all required supporting works according to the offer – including the annexes to the offer, in particular the operating manual, the wiring diagram, the so-called "Preparation Sheet" (installation preparation) and the "Acceptance Protocol" – have been completed.
- (4) The Client may not involve the HASYTEC staff for works not falling under the contract without HASYTEC's prior written agreement. The Client shall observe the work restrictions applicable to the engagement of HASYTEC service technicians pursuant to the respectively valid legal regulations.
- (5) The HASYTEC service technicians are not permitted to perform work on third-party machinery or systems. Therefore, HASYTEC does not accept any liability for such works, even if they are related to the Assembly and Repair Works that are performed on a product delivered by HASYTEC.
- (6) The Client is liable for personal injuries and property damages that are caused by its personnel, the support staff provided by it or by third parties. It shall furthermore bear the full responsibility for accidents, consequences of accidents, and property damages that are caused through a culpable breach of the Client's duties to cooperate.

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(7) If the Client fails to fulfill its duties, HASYTEC shall be entitled, but not obligated, upon announcement and expiration of an appropriate period set for fulfillment, to perform the actions required of the Client in its place and at its cost. For the rest, the statutory rights and claims of HASYTEC shall remain unaffected and specifically the costs incurred for this reason (e.g., waiting time, return trip) shall be borne by the Client.

(8) It is a responsibility of the Client to explicitly inform the HASYTEC service staff on time if any allowances need to be made for its operations.

## **§ 5 Transfer of Risk**

The place of performance for the Assembly and Repair Works is the place of assembly.

## **§ 6 Personnel Insurance / Illness**

(1) The HASYTEC personnel is insured at the assembly sites. The support staff to be provided by the Client is not covered by this insurance.

(2) In case of work accidents or illnesses, the Client shall take all actions immediately for the care and reinstatement of the health of those suffering from an illness or accident; in particular, it shall consult a doctor and – where required – arrange for a transfer to a hospital that is managed according to modern principles. HASYTEC shall be notified immediately of such incidents. HASYTEC's insurance will refund the payments for curative treatments having become necessary. The Client shall pay the doctor and hospital fees incurred for such incidents and it will be refunded for these costs by HASYTEC against transmission of the invoices/proof of incurred costs.

## **§ 7 Acceptance Tests**

(1) At the end of the Assembly and Repair Works, the HASYTEC service technicians are instructed to perform an acceptance in attendance of the Client. The Client undertakes to make one person available to the service technician performing the acceptance on the scheduled date; this person shall be authorized to confirm the proper performance of the Assembly and Repair Works in the name of the Client, in the form of an acceptance protocol containing the result and date of acceptance.

(2) If defects are discovered in the acceptance test, HASYTEC shall rectify them within the scope of the contractual obligations. Following the rectification of the defects, HASYTEC shall be entitled and, on the Client's request, obligated to repeat the acceptance test.

(3) Immaterial defects shall not release the Client from its acceptance obligation nor from the obligation to issue an acceptance protocol; however, the defects shall be noted in the protocol and entitle the Client to enforce its warranty rights under the contract. The Client cannot demand the repetition of the acceptance test in case of immaterial defects and reworking.

(4) If the Client prevents the performance of the acceptance test contrary to its duties or if it cannot be performed for other reasons outside of HASYTEC's responsibility, the acceptance will be deemed performed after expiration of two weeks from notification of the completion of the Assembly and Repair Works.

## **§ 8 Duration of Assembly and Repair Works**

(1) The duration of the Assembly and Repair Works specified by HASYTEC in advance represents an estimate that is calculated according to the respective state of knowledge and it is therefore non-binding. The specified duration of the Assembly and Repair Works shall be binding only if HASYTEC has expressly referred to it as being binding.

(2) If a duration of Assembly and Repair Works has been bindingly agreed, it shall only apply subject to the uninterrupted progress of the work. This presupposes that the conditions defined in these GTC have

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been created by the Client.

(3) If Assembly and Repair Works or the acceptance test are delayed or interrupted, none at the fault of HASYTEC, the Client shall bear the extra costs incurred for this, especially the waiting time, extended working time and, in the event that HASYTEC personnel must be recalled, the travel costs as well.

(4) If the performance of the work is complicated by acts of God (pandemics, wars, natural disasters, and other unanticipated situations occurring without fault), the assembly/repair time shall prolong by an appropriate period. HASYTEC reserves the right to make new agreements with the Client that are adjusted to the changed conditions. If the performance of the work becomes impossible, HASYTEC shall be released from the assumed obligations, but retain the claim to remuneration for the services performed up to that point and the claim to the refund of the expense incurred so far.