

General Terms and Conditions of Installation

These Terms and Conditions are applicable to the execution of assembly, repair and maintenance work. They form an integral part of all of our offers and contracts for the aforementioned work, including those relating to current and future business relationships. In a departure from Sentence 1, the conditions are not applicable and our General Terms and Conditions of Sale and Delivery apply instead if services other than the execution of assembly, repair and maintenance work are the subject of the services to be performed by us. Deviating agreements, in particular contradicting terms and conditions of the client and subsidiary agreements, shall only become part of the contract if we have expressly agreed to their inclusion.

1. Offer and conclusion of contract

- 1.1 Our offers and cost estimates are subject to change. They only include services that are expressly specified in the offer or cost estimate.
- 1.2 Contracts are only concluded once we have accepted an order, have confirmed a received declaration of acceptance or once we have delivered the goods or services ordered by the client. This applies accordingly to supplements or changes to contracts as well as verbal secondary agreements.

2. Scope of services and documents

- 2.1 In cases of doubt, the content of our order confirmation and the documents mentioned therein are decisive for the scope of the services. The client shall bear any additional costs resulting from inaccurate drawings or other documents provided by the client.
- 2.2 All information we provide to the client and our documents which form the basis of the contract (e.g. drawings, dimensions and weights or technical descriptions) only contain approximate values as customary in the industry. We reserve the right to make insignificant changes (e.g. changes to the construction, shape or colour, etc.).
- 2.3 We reserve our property rights, copyrights and industrial property rights for all of the documents specified in Section 2.2. Without our written consent, these documents must only be used by our clients to fulfil the contract concluded with us. In particular, they must not be reproduced or made accessible to third parties. The client must return them to us immediately upon request. A right of retention or the right to refuse performance on the part of the client is hereby excluded.
- 2.4 If we provide services using drafts or other documents and information provided by the client, the client is obliged to indemnify us against any claims by third parties based on a breach of property rights, copyrights or industrial property rights as a result of the use of the client's designs, documents and information.
- 2.5 The client alone shall decide on the scope and expediency of repairs. We are not obliged to examine the service for hidden defects.
- 2.6 We are entitled to arrange for all or some of the work assigned to us to be performed by third parties.

3. Prices

- 3.1 All prices are strictly net in Euros from our headquarters plus statutory sales tax, if and insofar as this applies.
- 3.2 If there are any cost increases between conclusion and fulfilment of the contract (for wages, energy, taxes, materials, etc.), we are entitled, at our reasonable discretion, to request a correspondingly adjusted price that does not exceed our generally applicable prices at the time the contract was fulfilled, provided there is a period of more than four months between the conclusion and fulfilment of the contract.
- 3.3 Initial and new fillings of lubricating and hydraulic oils as well as other auxiliary and secondary materials are calculated separately by us.
- 3.4 If the fulfilment of the contract becomes completely or partially impossible for reasons beyond our control, the client shall owe the pro rata remuneration for the deliveries and services rendered up to that point.

4. Payments

- 4.1 Our payment claims are due immediately upon receipt of the invoice with no deductions.
- 4.2 From the due date of the payment onwards, we can charge interest of 5% p.a., while from default onwards, we are entitled to charge 9 percentage points above the applicable base interest rate. We are entitled to assert further claims and rights.
- 4.3 We shall only initiate performance of the services in question after complete fulfilment of the remuneration claims due up to that point. If there is a delay in the return of the service item processed by us due to the client's default in payment, mooring fees and other costs shall be at the client's expense. In individual cases, we can insist on the full settlement of our remuneration claims or demand a security covering the full remuneration claim to which we are entitled, provided and to the extent that there is reason to believe that the client would otherwise not fulfil the remuneration claim to which we are entitled, would not do so in a timely manner and/or would only do so in part.

5. Offsetting and retention

- 5.1 The client is only entitled to offset against undisputed, legally established claims and claims which are ready for decision (proven).
- 5.2 The client is only entitled to exercise a right of retention if their counter-claim is based on the same contractual relationship.

6. Dates and deadlines

- 6.1 Dates and deadlines are only binding for us if they have been expressly agreed.
If no deadlines or dates have been agreed in writing, the deadlines or dates that we estimate shall apply. Otherwise, the appropriate deadlines and dates apply, taking into account the type and scope of the services, difficulties, etc.
- 6.2 A prerequisite for timely performance is the complete and timely fulfilment of all obligations to participate and duties of the client, in particular the timely provision of the documents to be supplied by the client, the timely provision of the service item in a workable condition (materials and components, including functional evidence) and the clarification of all commercial (including price agreements) and technical questions. Agreed deadlines and dates shall be extended by the duration of any delayed receipt of due payments.
- 6.3 In the event of subsequent changes or additions to the scope of delivery or services, the deadlines and dates shall be adjusted in line with the additional time involved.
- 6.4 Force majeure and other circumstances that are beyond our control exempt us from the obligation to deliver or perform for the duration of their impact and, insofar as they lead to the impossibility of performance, they shall release us fully from this obligation.
- 6.5 If we are in arrears with the timely delivery of the service item, and provided that the client has suffered verifiable damages, the client is entitled, without prejudice to the right to withdraw from the contract if the legal requirements are met, and compensation for delay if the contract is not terminated, to claim compensation for delay amounting to 0.5% of the contract price for each full week of delay, but no more than 5% of the contract price in total, excluding further claims for damages. This limitation shall not apply if the delay is due to gross negligence (intent or gross negligence) or the breach of other contractual obligations (as defined in Section 13.2 (2) below) by us.

7. Provision of the service item

The client must hand over the service item in a workable state, in particular gas-free and cleaned, with no dangerous cargo (goods, materials, etc.) and in accordance with the applicable safety regulations at the agreed location and at the agreed time so that work can begin. If the client delivers the service item in a condition that cannot be processed or does not do so in a timely manner, we are entitled to refuse acceptance of the service item and/or to invoice the client for the resulting costs.

8. Work execution

- 8.1 Facilities and areas of the service item which are not being used for our work are to be secured by the client against the risk of accidents.
- 8.2 The old material (replaced parts, fabrics, etc.) produced when the work is performed shall become the property of the client at our request without payment.
- 8.3 In a departure from Section 8.2, the client must immediately dispose of any hazardous substances or special waste at its own expense, unless the disposal of such items is expressly stipulated in the contract.

9. Acceptance and trial runs

- 9.1 The client shall accept the service item immediately upon request by us. Acceptance is deemed to have taken place at the latest when the client starts to use the service item.
- 9.2 If the client does not accept the service item in a timely manner, we can withdraw from the contract and/or demand compensation after submitting an unsuccessful reminder with a reasonable deadline, and can at our discretion demand either compensation for the specifically incurred damages or – without proof of damages – 10% of the agreed contract price. However, the client is in particular entitled to prove that we have suffered no or significantly lower damages.
- 9.3 If testing is planned, the client must provide the personnel and all operating materials, auxiliary materials and other supplies necessary for carrying out the testing at its own expense. The client shall bear the responsibility, the risk of operating errors by its staff or other vicarious agents and the risk of accidental loss or accidental deterioration of the service item for the duration of the test.

10. Place of performance and transfer of risk

- 10.1 The place of performance for the services to be rendered by us is our place of business, unless another place of performance has been agreed.
- 10.2 Subject to Section 9.3, the risk of accidental loss and accidental deterioration of the service item shall pass to the client in all cases upon acceptance of the service item by the client. If this is delayed at the fault of the client, the risk of accidental loss and accidental deterioration of the service item shall pass to the client on the day of notification of readiness to hand over the service item.
- 10.3 We are not liable for damage that is not caused by us or our vicarious agents, regardless of the time of the occurrence of the damage, unless Section 13.2 of these conditions applies.

11. Retention of title

- 11.1 We shall retain ownership of the items delivered and/or installed by us (reserved goods) until the complete fulfilment of all current and future claims against the client which arise from the respective contracts and from the business relationship with the client, which arise upon conclusion of the contract or which already exist, regardless of the legal reason.
- 11.2 Our client is entitled to resell, process, mix or combine and subsequently sell the reserved goods within the scope of the extended retention of title, provided that this takes place during the ordinary course of business. Pledging reserved goods or transfer by way of security by our clients is not permitted. The client must notify us immediately in writing of any attachments, confiscations or other dispositions by third parties.
- 11.3 Any processing or alteration of goods subject to retention of title shall be carried out by the client exclusively for us. If our client combines or mixes goods subject to retention of title with other items that are not our property, we shall acquire co-ownership of the new item in the ratio of the total value of the new item to the invoice value of the reserved goods. The new item resulting from the processing is also considered to be reserved goods.
- 11.4 Our client shall assign to us in advance all claims they are entitled to in connection with the resale of goods subject to retention of title, as well as any claims against their insurers, as security upon conclusion of the contract, of which these conditions form an integral part. We already accept this assignment in relation to the date of conclusion of the contract with these conditions as an

integral part. If the reserved goods are sold by the client together with other items that are not our property, whether with no processing or after processing, the claims amounting to the outstanding invoice value of the reserved goods shall be assigned to us. The above-mentioned assignment does not include a deferral of the payment claims we are entitled to assert against the client.

- 11.5 Our client shall remain authorised to collect the claims assigned to us. Our authority to collect the claims ourselves remains unaffected. However, we shall not collect the claims as long as the client is not in default of payment, there has been no application for the opening of insolvency proceedings against the client's assets, these proceedings have been rejected due to lack of assets and there is no suspension of payments. If one of these cases occurs, the client must immediately notify us in writing of the assigned claims and their debtors, provide all the information and documents required to collect the claims and notify the debtors of the assignment in writing.
- 11.6 The client must keep the goods subject to retention of title in proper condition and – if they are not installed – store them separately and mark them as our property.
- 11.7 At the request of the client, we shall transfer back the ownership of the reserved goods and the claims assigned to us if the value of these securities exceeds the value of the claims that we are entitled to against the client by more than 20%.

12. Defects

- 12.1 The client must notify us of any defects, in writing immediately upon discovery. Subject to Section 13.4 of these Terms and Conditions, we are not liable for the further extension of a defect resulting from delayed notification.
- 12.2 The client shall give us the opportunity to perform subsequent performance within a reasonable period of time and at our discretion, either by eliminating the defect, delivering a defect-free item or producing a new item.
- 12.3 The service item is to be made available to us for the purpose of subsequent performance at the place of performance within the meaning of Section 10.1 of these Terms and Conditions. If this is not economically viable, the client may, after consultation with us, have the work performed at a different location by a specialist company. In this case, we shall reimburse the client for the demonstrably necessary expenses for this work.
- 12.4 Claims by the client for reimbursement of expenses to enable subsequent performance, in particular the cost of providing the service item at the place of performance within the meaning of Section 10.1 of these Terms and Conditions, are hereby excluded.
- 12.5 In the event of notices of defects, we are only obliged to remedy the defects after the client has paid a reasonable portion of the contract price, taking the defect into account.
- 12.6 If the subsequent performance ultimately fails, is infeasible for us or our customer or if it is only possible with disproportionate costs and is therefore rejected by us, the client can – irrespective of any claims for damages – withdraw from the contract or reduce the agreed price, as long as the legal requirements are met.
- 12.7 Our obligation to pay compensation is based on Section 13 of these Terms and Conditions.
- 12.8 Replaced parts shall become our property at our request.
- 12.9 Subject to Section 13.2 of these conditions, claims for defects and rights of the client shall cease to apply if the deliveries or services are modified, processed or reprocessed, improperly handled or repaired by the client or third parties which have not been authorised by us.
- 12.10 Unless otherwise agreed with the client, the client's claims for defects against us shall become statute-barred one year after the transfer of risk. This limitation period does not apply if and insofar as the defect is fraudulently concealed and/or in the event of one of the liability cases specified in Section 13.2 of these Terms and Conditions.
- 12.11 The above-mentioned provisions shall not result in a reversal of the burden of proof to the detriment of our clients.

13. Liability

- 13.1 Subject to Section 13.2 of these Terms and Conditions, we are not liable for any damages resulting from incorrect drawings or other documents of the client. The client shall expressly inform us of any circumstances which, despite the proper execution of the work, may result in a risk of damage to the service item or its equipment.
- 13.2 Any further claims than those set out in these Terms and Conditions or the contract concluded with the client are excluded, unless they are based on the provisions of the Produkthaftungsgesetz (Product Liability Act), an intentional or grossly negligent breach of contractual or legal obligations on the part of our bodies or their executives, damage to health or bodily harm suffered by the client or its employees as a result of a breach of duty for which we are responsible, the assumption of a guarantee for the existence of a characteristic or the breach of essential contractual obligations by us. Essential contractual obligations are those which must be fulfilled to enable proper compliance with the main service obligations incumbent on us and the observance of which the client can regularly rely. Irrespective of the liability cases mentioned above, we are not liable beyond the breach of essential contractual obligations for damages incurred by the client based on a grossly negligent breach of duty, in particular the breach of the duty of care and monitoring obligations of our ordinary vicarious agents.
- 13.3 If we breach essential contractual obligations, the client's claim for damages against us is limited to the contractually typical and foreseeable damages if there is no wilful misconduct or gross negligence and if we are not liable for damage to health or bodily harm suffered by the client or its employees or as a result of the assumption of a guarantee for the existence of a characteristic. Damages are contractually typical/foreseeable if they can generally be expected to arise specifically on the basis of the breach of the relevant contractual obligation.
- 13.4 The client is obliged to cover the corresponding risks by taking out the necessary insurance to protect against the consequences of the above exclusions and limitations. In particular, the client must ensure that there is appropriate insurance for the duration of the maintenance or repair work undertaken by us and that the corresponding insurance policy is expanded to cover construction risks (including trial runs). The client is required to include us and our bodies, executives and agents in the insurance cover by means of co-insurance.
- 13.5 Section 12.11 applies accordingly.
- 13.6 Claims for damages shall become statute-barred 12 months after the start of the statutory limitation period, provided that there is no liability in accordance with Section 13.2 above.

14. Place of jurisdiction, applicable law and translations

- 14.1 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between us and our client is the local/district court responsible for Bremerhaven. However, we are entitled – at our discretion – to assert claims against the client before the courts responsible at the place of residence, registered office or service item of the client where the work was performed. Any mandatory legal jurisdictions remain unaffected.
- 14.2 The law of the Federal Republic of Germany applies exclusively, as it applies to domestic persons, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 14.3 When translating these General Terms and Conditions into a language other than German, the German version of these General Terms and Conditions is decisive in the event of interpretation doubts and/or incomplete provisions.

15. Partial ineffectiveness

If individual provisions of a contract of which these Terms and Conditions are an integral part are or become ineffective, this shall not affect the effectiveness of the remaining provisions of that contract. We shall work with the client to agree on a provision which reflects the purpose of the ineffective provision as closely as possible in a legally effective way.