

§ 1 Scope

(1) These General Installation Terms & Conditions (hereinafter referred to as "Installation Terms & Conditions") apply to the following services of JUNKER: installations, putting into operation and repairs (hereinafter referred to in short as "installations") within the scope of delivery contracts or independent installation-, putting into operation- or repair-agreements and supplement the individual agreements between the customer and JUNKER.

(2) By way of the placement of the order, the customer accepts these Installation Terms & Conditions and their unconditional implementation.

(3) An agreement is -in the absence of a special agreement- concluded by means of the written confirmation of the order of the customer by JUNKER. The written form of the order confirmation is also satisfied by text form by means of data transmission by way of telecommunication (e.g. email) or by means of a facsimile.

(4) Any provisions in the individual agreements, which deviate from or supplement the Installation Terms & Conditions apply only in the event that they are signed by both parties or are confirmed in the form of § 1 para. 3. § 13 para. 3 of these Installation Terms & Conditions applies with regard to the relationship to the General Sales and Delivery Terms & Conditions of JUNKER.

(5) General terms and conditions of the customer, which deviate from or supplement these Installation Terms & Conditions, are not accepted, even if JUNKER does not expressly object to those general terms and conditions of the customer.

§ 2 Remuneration, work report and billing

(1) The installation is invoiced in accordance with the price list "Service and installation billing rates (abroad)" pursuant to the expenditure of time at the cost rates, as amended, unless a lump sum price has been expressly agreed.

(2) The agreed amounts are exclusive of VAT, which must be paid additionally to JUNKER in the statutory amount, as amended.

(3) Prior to the departure, the customer must hand over to the installation personnel of JUNKER a written confirmation of the completion of the work.

(4) The time sheets issued by JUNKER serve as basis for the billing. The billing takes place monthly or after the completion of the installation.

(5) Invoices are payable upon receipt without deduction.

§ 2a Occupational safety

(1) During the performance of the work, JUNKER will observe the statutory regulations applicable at the installation site. In the event that the statutory regulations change between the conclusion of the agreement and the performance of the installation work, JUNKER is entitled to be compensated for any additional expenses as well as to adjustments to the contractually agreed dates. Any additional, non-statutory safety and other regulations applicable at the installation site must be observed by JUNKER only if they are made known to JUNKER by the customer within the meaning of § 2a para. 2 and are expressly accepted by JUNKER in writing.

The customer on its part must observe the statutory and official regulations and orders and the regulations and orders of the employer's liability insurance association (*Berufsgenossenschaft*) existing at the installation site and must, as the case may be, take measures to prevent accidents and to protect persons and property of JUNKER.

(2) It is incumbent on the customer to notify JUNKER in writing of safety regulations existing at the installation site and to give a safety briefing to the installation personnel of JUNKER on site prior to the start of work. Provided that these safety regulations provide for special protective equipment of the installation personnel, such protective equipment must be provided to the installation personnel of JUNKER.

(3) The customer notifies JUNKER of breaches of occupational safety regulations by the installation personnel. In case of serious breaches, the customer may, in agreement with the installation manager of JUNKER, deny the infringing person access to the installation site.

(4) In the event that one or several of the safety requirements to be fulfilled by the customer at the installation site are not met and that they are not fulfilled within a reasonable period of additional time to meet the requirements despite a written notification to the customer, JUNKER is entitled to suspend the work until the safety deficiency has been remedied. After prior notice, JUNKER is furthermore entitled

to suspend the posting of employees or, respectively, to withdraw installation personnel from the installation site and/or to terminate the agreement on the installation, if body or life of the affected employees are in danger in the course of the work. Such a case exists, in particular, in the event that an official body (e.g. the Federal Foreign Office of the Federal Republic of Germany) issues a travel warning for the intended location of the work or advices against staying at that location. The same applies in the event that the customer repeatedly breaches such duties pursuant to § 2a para. 2, which are incumbent on the customer.

(5) The customer will separately be charged any costs in full, which are incurred by JUNKER directly or indirectly as a result of the suspension or discontinuance of the installation work due to reasons for which the customer is responsible pursuant to § 2a para. 4.

§ 2b Tools and aids

(1) Unless agreed otherwise, JUNKER provides the installation personnel with the standard tools necessary for the installation work, including measuring instruments and aids.

(2) In the event that the devices or tools provided by JUNKER are damaged at the installation site or on the premises of the customer through no fault of JUNKER or that they are lost through no fault of JUNKER, the customer is obliged to provide compensation for this damage. Any damage, which results from normal wear and tear, is not taken into account.

§ 3 Cooperation of the customer

(1) The customer must support the installation personnel of JUNKER in the performance of the work in accordance with § 4.

(2) The customer is obliged to bring to the attention of JUNKER any special statutory, official and other regulations applicable at the installation site, which relate to the performance of the work. The customer must ensure that the official permits are obtained so that the work can be performed in an undisturbed manner. This does apply, in particular, to special permits, in case of nature reserves and to special dangerous situations. The customer bears the risk of a delay in or the refusal of the granting of such permits.

(3) Without the express written consent of JUNKER, the customer is not authorised to utilise the personnel of JUNKER for any work, which is not the subject matter of the agreement. JUNKER does not assume any liability for work carried out on the order of the customer without any special instruction of JUNKER.

§ 4 Technical assistance of the customer

(1) To the extent to which it is necessary for the performance the work, the customer must:

- provide JUNKER access to the building of the customer;
- name a responsible contact person;
- provide the infrastructure necessary for the performance of the work and
- provide JUNKER with the necessary information with regard to the operational structure and environment.

(2) The customer is obliged to provide technical assistance at its own expense and taking into account all safety regulations and safety measures, in particular to:

- provide the necessary appropriate skilled and auxiliary personnel in the quantity, qualification, equipment necessary for the work, and for the time necessary. Irrespective of § 4 para. 4 sent. 1, these workers remain in the employment relationship with the customer and under the supervision and responsibility of the customer.
- carry out all earth moving, construction, bedding and scaffolding work including to procure the building materials necessary, including to provide in due time the loadable and cleaned foundations, including dewatering, to be built pursuant to the drawings of JUNKER.
- provide the necessary devices and heavy tools (e.g. hoists, compressors, welding equipment) and special tools as well as the necessary vehicles and required items and materials (e.g. securing and stabilising wood (*Ruesthoelzer*), wedges, support (*Unterlagen*), cement, plaster and sealing materials, lubricants, fuels, drive ropes and belts).
- provide heating, lighting, operating power, water, including the connections necessary.
- provide necessary, dry and lockable rooms for the storage of the tools of the installation personnel.
- transport and store the installation parts at the installation site, to

protect the installation site and installation materials from harmful influences of any kind; to clean the installation site.

g) provide suitable, theftproof recreation rooms and working rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the installation personnel.

h) provide materials and all other technical assistance necessary for the adjustment of the item to be installed and for the performance of a contractually stipulated test.

(3) The customer's technical assistance must ensure that the installation can commence immediately after the arrival of the installation personnel and can be performed without delay up to the acceptance by the customer. To the extent to which special plans or instructions of JUNKER are necessary, these are provided by JUNKER to the customer in due time.

(4) The workers provided by the customer must comply with the instructions of the installation manager. JUNKER does not assume any liability for these workers. In the event that a defect or damage was caused by the workers provided by the customer due to instructions of the installation manager, the provisions in § 7 and/or § 8 apply, *mutatis mutandis*.

(5) In the event that the customer does not fulfil its duties, JUNKER is -after the setting of a time limit- entitled, but not obliged, to perform the acts incumbent upon the customer in lieu of the customer and at the expense of the customer. Apart from that, the statutory rights and claims of JUNKER remain unaffected.

§ 5 Time limits, delays

(1) The duration of the installation work is substantially dependent upon the circumstances at the installation site, the assistance provided by the customer as well as -in case of repairs- the extent of the repair determined after the disassembly. To the extent that no fixed date within the meaning of § 5 para. 2 has been agreed, all statements with regard to the expected duration of the installation work constitute non-binding performance dates.

(2) In the event that a fixed date for the performance of the installation work has been agreed, the following applies:

It is a prerequisite for the commencement of the time limit that all commercial and technical issues have been resolved and that the customer did fulfil all obligations incumbent upon the customer and to be met prior to the commencement of the installation work (e.g. provision of the necessary official certificates and permits, payment of an agreed advance payment). In the event that these prerequisites are not met, the time limit is extended in a reasonable manner. The time limit is deemed to have been observed, if until its expiry the installation work is ready for acceptance by the customer or, in case of a contractually stipulated test, the installation work is ready for such test. It also constitutes a completion of the installation work if only insignificant parts are missing or if only insignificant reworking is required, provided that the readiness for operation is not affected.

(3) In the event that the installation work is delayed due to the fact that the customer failed to effect its performance or that the performance of the customer was not effected properly, such as a breach of the duties pursuant to §§ 3 and 4, the time limit is extended in a reasonable manner. This does also apply in the event that such circumstances occur after JUNKER is in default. The customer bears the costs resulting from the delay.

(4) In the event that the failure to observe the time limit is caused by force majeure, such as natural disasters, epidemics, pandemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, nuclear accidents/atomic reactor accidents, industrial action or other events, which are outside of the sphere of influence of JUNKER, JUNKER is -for the duration of the event- released from the performance obligations and the time limit extends in a reasonable manner. JUNKER will notify the customer of the start and end of such circumstances as soon as possible. Provided that the duration of the event exceeds a period of six (6) months, JUNKER is also entitled to terminate the agreement.

(5) In the event that the customer suffers a loss due to a default on the part of JUNKER, then the customer is entitled to request a lump-sum compensation for default. It amounts to 0.25% for every full week of delay, however, in the aggregate to not more than 2.5% of the remuneration for that part of the installation work to be performed by JUNKER, which cannot be utilised in due time due to the delay.

(6) In the event that, subsequent to the due date, the customer -taking

into account the statutory exceptions- sets JUNKER a reasonable period of time to perform and that this period is not complied with for reasons for which JUNKER is responsible, the customer is entitled to rescind the agreement within the scope of the statutory provisions. The customer undertakes to declare within a reasonable period of time, whether in case of the existence of the circumstances, which entitle to rescind the agreement, the customer makes use of its right of rescission (*Ruecktrittsrecht*). Further claims based on default are determined exclusively pursuant to § 8 para. 3 of these Installation Terms & Conditions.

§ 6 Acceptance; Passing of benefits and risk

(1) The customer is obliged to accept the agreed installation work as soon as the customer has been notified of its completion and any contractually stipulated test of the installation work has been carried out. In the event that an insignificant defect exists, the customer is not entitled to refuse the acceptance.

In the event that the installation work proves not to be in conformity with the agreement (recognisable defects), §§ 7 and 8 apply with regard to claims based on defects and with regard to liability.

(2) In the event that the acceptance is delayed through no fault of JUNKER or that the customer begins to utilise the installation performance for the intended use and without reservation or that the customer does not notify JUNKER of its objections, the acceptance is deemed to have taken place after the expiry of two (2) weeks from the notification of the completion of the installation work.

(3) Upon acceptance, the liability of JUNKER for recognisable defects ceases to exist to the extent to which the customer did not reserve the right to assert a specific defect.

(4) Upon notification of the completion of the work or, respectively, after the conducted test of the installation work, the benefits and risk with regard to the installation work pass to the customer.

§ 7 Claims based on defects

(1) JUNKER must remedy recognisable defects, provided that notification of these defects has been given in a proper manner in the course of the acceptance pursuant to § 6 para. 1.

(2) After acceptance of the installation work has taken place, JUNKER must -to the exclusion of all other claims of the customer and subject to § 7 para. (7) and § 8- remedy defects of the installation work, which occur subsequently and for which JUNKER is liable pursuant to §§ 7 and 8, provided that the customer did notify JUNKER of such a defect immediately, however, not later than within 5 days from its discovery in writing.

(3) JUNKER is not obliged to remedy a defect, if the defect is irrelevant with regard to the interests of the customer or is based on circumstances, which are to be attributed to the customer.

(4) In the event that defects appear, which cannot be remedied immediately through no fault of JUNKER, JUNKER must only bear those expenses, which would arise in case of an immediate remedying of the defect. In the event that the customer prevents JUNKER from remedying identified defects, the customer is liable for additional expenses incurred by JUNKER as a result thereof.

(5) Only in urgent cases of danger to the industrial safety and in order to ward off disproportionately large damage, in which cases JUNKER must be notified immediately, or if JUNKER did let a reasonable period of time for the remedying of defects set for JUNKER expire, the customer is entitled to remedy the defect itself or to have the remedying of the defect carried out by a third party and to request compensation for the necessary costs from JUNKER. Otherwise, JUNKER is not obliged to provide compensation for the costs of changes and/or repair work carried out without its prior consent. Under no circumstances is JUNKER liable for any consequence or damage, which results from changes and/or repair work carried out by the customer or by a third party commissioned by the customer.

(6) Of the direct costs resulting from the remedying of defects, JUNKER bears -to the extent to which the objection proves to be justified- the costs of the replacement part including shipping. Furthermore, JUNKER bears the costs of the removal and installation as well as the costs of any necessary provision of necessary mechanics and auxiliary personnel including costs of transportation, provided that this does not result in a disproportionate burden on JUNKER.

(7) In the event that JUNKER -taking into account the statutory exceptions- lets a reasonable period of time for the remedying of defects

set for JUNKER expire without the defect being remedied, the customer has a right to a reduction in price within the scope of the statutory provisions. The customer's right to a reduction in price does exist also in other cases, in which the remedying of defects has failed. The customer is only entitled to rescind the agreement instead of claiming a reduction in price if -despite the reduction in price- the installation performance is verifiably of no interest to the customer.

(8) The installation personnel are not allowed to install and erect parts of third-party origin without the express consent of JUNKER. JUNKER does not assume any liability for the proper functioning of these parts. The installation takes place to the best of the installation personnel's knowledge and belief.

(9) There is no warranty if the customer or a third party makes changes to the subject matter of the installation performance without the written consent of JUNKER, if the customer or a third party does not observe specifications of JUNKER in case of preparatory work or work carried out by the customer or the third party itself or if the customer -despite knowledge of the defect- does not immediately take appropriate measures to mitigate damages despite the fact that this was possible for the customer and that this can reasonably be expected of the customer.

§ 8 Liability of JUNKER, exclusion of liability

(1) In the event that during the performance of the installation work an installation part, which was supplied by JUNKER, or a part of third parties is damaged through the fault of JUNKER, JUNKER must -at its option- repair the part or supply a new part at its own expense. In the event that items, which are a subject of installation work, are damaged or destroyed for reasons for which JUNKER is not responsible, JUNKER keeps the claim for the agreed remuneration.

(2) In the event that the installed item cannot be utilised by the customer in conformity with the agreement as a result of the negligent failure of JUNKER to make suggestions or give advice or as a result of negligently incorrect suggestions or advice made/given by JUNKER prior to or after the conclusion of the agreement, or due to the negligent breach of other contractual accessory obligations -in particular, instructions for the operation and maintenance of the installed item-, the provisions of § 7 and § 8 para. 1 and 3 apply, *mutatis mutandis*, to the exclusion of further claims of the customer.

(3) JUNKER is liable for any damage, which did not occur on the subject matter of the installation performance itself -regardless of the legal grounds- only (a) in case of intent, (b) in case of gross negligence on the part of the owner / of the bodies or executive employees, (c) in case of negligent injury to life, body, health, (d) in case of defects, which JUNKER fraudulently failed to disclose or whose absence was guaranteed by JUNKER, (e) to the extent to which liability exists pursuant to the German Product Liability Act (*Produkthaftungsgesetz*) for personal injury or property damage to privately used items.

(4) In case of the negligent breach of material contractual obligations, JUNKER is also liable in case of gross negligence on the part of non-executive employees and in case of slight negligence, in the latter case limited to the contract-specific, typically foreseeable damage. Material contractual obligations are such obligations the fulfilment of which is a precondition for the due performance of the agreement and on the fulfilment of which the customer is entitled to rely regularly.

(5) Further claims for damages vis-à-vis JUNKER are excluded, irrespective of the legal grounds. To the extent to which a liability of JUNKER for damages is excluded or limited, this does also apply with regard to a personal liability of employees of JUNKER for damages.

§ 9 Limitation Period

(1) All claims of the customer -regardless of their legal grounds- become time-barred after 12 months. The statutory periods apply with regard to claims for damages pursuant to § 8 para. 3a) to e). In the event that the installation performance is effected by JUNKER on a building, structure or construction (*Bauwerk*) and that, thereby, JUNKER causes the defectiveness of that building, structure or construction, the statutory periods apply, too.

(2) To extent to which rights of the customer based on defects in quality are newly arising in the course of the remedying of defects by JUNKER, all claims arising out of these rights become time-barred not later than 6 months from the remedying of defects, with such claims being restricted exclusively to defects, which arose directly in connection with the remedying of defects.

§ 10 Compensation by the customer

In the event that the devices or tools provided by JUNKER are damaged at the installation site through no fault of JUNKER or that they are lost through no fault of JUNKER, the customer is obliged to provide compensation for this damage. Any damage, which results from normal wear and tear, is not taken into account.

§ 11 Governing law, place of jurisdiction

(1) Exclusively the law of the Federal Republic of Germany, excluding the provisions of the uniform United Nations Convention on Contracts for the International Sale of Goods and excluding the conflict of law rules, applies to these Terms & Conditions and the entire legal relationships between the parties or their respective successors.

(2) Place of performance is Nordrach, Germany. The courts having jurisdiction with regard to Nordrach, Germany, have exclusive jurisdiction with regard to any disputes arising out of or in connection with this agreement. However, JUNKER is also entitled to bring an action at the place of the registered office of the customer.

§ 12 Contractual language; severability

(1) Contractual languages are German and/or English. In the event that the agreement and/or these Installation Terms & Conditions are agreed in both language versions, solely the German language version is relevant and binding with regard to the interpretation of any contractual duties and claims.

(2) In the event that individual provisions of these Installation Terms & Conditions or of the agreement between the parties are or become invalid, this does not affect the validity of the other provisions. The parties undertake to replace invalid provisions with new provisions, which in a legally permissible manner correspond to the rules contained in the invalid provisions. This applies, *mutatis mutandis*, to any gaps in the provisions. The parties undertake to fill the gap in a manner which comes closest to that which the parties would have determined in accordance with the rationale and purpose of the agreement, had they considered this issue. The provisions of this paragraph 2 apply, in particular, also in case that individual provisions of these Installation Terms & Conditions or of the agreement are invalid due to mandatory provisions, which apply in the country of the performance of the agreement and which can also not be deviated from by way of choice of law.

§ 13 Miscellaneous

(1) JUNKER retains ownership rights and the copyright with regard to all technical documents, samples, drawings, cost estimates and similar information in tangible or intangible form - including in electronic form. Without the written consent of JUNKER, this information must neither be copied, reproduced nor be made known to third parties in any manner whatsoever. They must be utilised exclusively for the work of JUNKER.

(2) Any declarations of any kind made by the installation personnel of JUNKER are only binding on JUNKER, if they are confirmed in writing or text form by a person authorised by JUNKER.

(3) Unless otherwise provided for in the Installation Terms & Conditions above, the General Sales and Delivery Terms & Conditions of JUNKER, which are available on the homepage of JUNKER at <https://www.junker-group.com/de/agbl/>, apply, *mutatis mutandis*, to deliveries and other services of JUNKER.