

General Terms and Conditions for services such as assembly, maintenance, repair or overhaul

1. Validity

The following conditions apply to all business relationships with our contractual partners in connection with services such as assembly, maintenance, repair or overhaul including consultations, demonstrations, suggestions and other deliveries and services. Any deviating purchasing or General Terms and Conditions of the buyer are hereby rejected. They are not valid for us even without express rejection and, even in parts, as well as additional agreements and additions, verbal agreements, promises, assurances and guarantees are only binding for us if we have expressly acknowledged them in writing.

In addition, our General Terms and Conditions for deliveries of new machines or our General Terms and Conditions for deliveries of used machines in the currently valid version apply, where applicable.

2. Offer, conclusion of contract and scope of delivery

Our offers are non-binding. The documents included in the offer, such as illustrations, descriptions, sketches, drawings, as well as information on manufacturers, makes, types or models, years of manufacture, capacities, performance data, dimensions and weights or statements on condition, fixed and loose accessories are only approximate unless they are expressly designated as binding.

We reserve the right of ownership, copyright and use of cost forecasts, project proposals, drawings, documentation and other documents and information. They may not be made accessible to third parties without our express permission, even after the contractual relationship has been completed or terminated.

The verbal, telephone or written request of our service personnel for advice, testing, diagnosis, assembly, installation, commissioning, inspection, repair and/or overhaul of machines and equipment represents a binding order from the client to us.

The scope of our delivery (e.g. wear and spare parts) only includes those items that are expressly listed in our order confirmation or in the contract. We expressly reserve the right to sell machines and systems, even in parts, offered to third parties until a binding agreement is reached.

For third-party products that are part of our scope of delivery and are designated as such in our order confirmation, our rights and obligations in relation to the buyer are limited by the extent to which we can enforce these rights and obligations against our suppliers of the third-party products and, if necessary, indemnify ourselves.

Unloading the parts and transporting them from the unloading point to the place of use are the responsibility of the buyer and are carried out at his expense, even if we deliver freight-free or carriage-free.

We employ qualified and trained personnel to carry out the work and/or advice. We provide maintenance materials, diagnostic and testing equipment as required.



3. Legal basis

Delivery and provision of services shall only take place on the basis of and in the order set out below:

- our written order confirmation
- our written offer
- these General Terms and Conditions for services
such as assembly, maintenance, repair or overhaul
- our General Terms and Conditions for deliveries of new machines or
our General Terms and Conditions for deliveries of used machines
- the legal regulations of the Federal Republic of Germany

The contractual relationships shall be governed exclusively by the law of the Federal Republic of Germany, excluding the conflict of laws and the United Nations (UN) Convention on Contracts for the International Sale of Goods. (CISG).

4. Cost estimate

- 4.1. If possible and desired, the customer will be informed of the estimated service price at the latest when the contract is concluded, otherwise the customer can set cost limits.
- 4.2. If the service cannot be carried out at these costs or if we consider further work to be necessary during execution, the customer's consent must be obtained if the stated costs are exceeded by more than 15%.
- 4.3. If a cost estimate with binding price estimates is required before execution, this must be expressly requested by the customer. Such a cost estimate is - unless otherwise agreed - only binding if it has been submitted in writing. The services provided to submit the cost estimate will not be charged to the customer as long as they can be used in the implementation of our service.
- 4.4. The services provided to provide a cost estimate as well as any other costs incurred and to be documented will be invoiced to the customer if the service cannot be provided for reasons for which we are not responsible, in particular because
 - the fault complained of did not occur during the inspection,
 - spare parts cannot (or can no longer) be obtained,
 - the customer has culpably missed the agreed deadline,
 - the contract was terminated during implementation.

5. Purchaser's obligation to cooperate

- 5.1. For the duration of the work at the site outside our premises, the customer must provide the service personnel with the necessary assistants, resources and technical support free of charge.
- 5.2. The customer must take the special measures necessary to protect people and property at the site. He must appoint one of his employees working at site as contact person for our service personnel. He must also inform our service operations manager about existing operating instructions and/or special safety regulations, insofar as these are relevant for the service personnel. He must notify us immediately of any violations of such regulations by our service personnel. In the case of serious violations, he can deny the violator access to the site in consultation with our service operations manager.
- 5.3. The customer is obliged to provide technical assistance at his own expense, in particular the following measures:
 - a. provision of the necessary suitably skilled assistants in the number required for the service case and for the time required; the assistants must follow the instructions of the service operations manager. We accept no liability for the assistants. If a defect or damage has occurred due to the assistants as a result of instructions from the service operations manager, the following provisions of the sections on claims for defects and liability apply accordingly.
 - b. protection of the site and materials from harmful influences of any kind



c. carrying out all construction, foundation and scaffolding work including procurement of the necessary building materials,

d. provision of the necessary devices, tools, lifting and transport equipment, auxiliary and operating materials, heating, lighting, media supply (electricity, gas, oxygen, water, compressed air) and operating power including the necessary connections,

e. provision of the necessary, dry, heated and lockable rooms as a rest room, for storing the tools and as a work room with lighting, washing facilities and access to sanitary facilities.

- 5.4. The technical assistance provided by the customer must ensure that the service can be started immediately after the arrival of the service personnel and can be carried out without interruption, delay or endangerment of the service personnel until acceptance by the customer. If special plans or instructions are required from us, we will make them available to the customer in good time.

6. Price and payment, VAT

- 6.1. Our prices are in EUR (€) and are net plus the VAT applicable at the time of invoicing for deliveries and services subject to sales tax.
- 6.2. For the delivery of items (e.g. wear and spare parts) and third-party products, our prices are in EUR (€) and, unless otherwise agreed, are net, uninsured and duty unpaid, ex works or location, free loaded on trucks, but excluding freight, postage and packaging, which is calculated at cost price, becomes the property of the customer and is not taken back, plus the VAT applicable at the time of invoicing for deliveries and services subject to sales tax.
- 6.3. Unless otherwise agreed, our hourly rates valid at the time of service provision, plus surcharges and allowances, based on a weekly working time of 38 normal hours, 7¾ hours from Monday to Thursday and 7 hours on Friday, apply to all services described above. Special conditions apply for assignments abroad.
- 6.4. Times for preparation, tool assembly and tool compilation in our company and feedback at the contractor's factory, travel and waiting times as well as the time for finding accommodation and for any official registration and deregistration on site are considered working time and are billed at the usual hourly rate.
- 6.5. Our pricing is based on the cost factors on the day the offer is made. In the event of an increase in the material, wage and/or other costs underlying our calculation that was not foreseeable by us at the time the contract was concluded and which has a lasting impact on our sales price, we reserve the right to adjust the price accordingly.
- 6.6. We choose the means of transport. The selection depends on the distance to the site and on the transport of necessary assembly materials and/or spare parts. Travel costs and expenses will be reimbursed upon presentation of proof, plus a flat-rate surcharge.
- 6.7. Daily allowances are charged per employee for each day of absence from our factory, including Sundays and public holidays, regardless of whether work is performed or not. They are also payable for days on which our service personnel cannot work due to illness or accident, but can or must remain at the site.
- 6.8. As proof of our service provision, our service personnel will produce an hourly or performance report for the work carried out daily or weekly after completion of the work, which must be confirmed by the customer with a signature. Proofs countersigned by the customer or his representative are binding for the calculation of the service call. Billing takes place at regular intervals at our discretion or after the mission has ended.



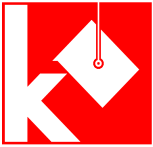
- 6.9. Unless otherwise agreed, invoices are due for payment immediately, net and without any deductions. The buyer bears the costs of payment transactions. The total amount must be paid in full in cash or, in the case of larger amounts, by wire bank transfer as requested.
- 6.10. If the payment deadline or the specified payment dates are exceeded, we are entitled to charge interest on the outstanding amount at a rate of 5% p.a. above the respective discount rate of the Deutsche Bundesbank or the European Central Bank, but at least 8% p.a. We reserve the right to claim further damages for late payment.
- 6.11. If the customer defaults on a payment, we may, after notifying the customer, stop work on all current orders until the full advance payment or appropriate security is received. If the advance payment or security is not made within a reasonable period set by us, we are entitled, subject to further claims for damages, to cancel the current orders and invoice the customer for the costs incurred to date.
- 6.12. The buyer is in default no later than ten days after the due date and receipt of the invoice or receipt of the consideration. If the buyer defaults on a partial payment, we can demand immediate payment of our entire (remaining) claim.
- 6.13. The purchaser is not entitled to a right of retention arising from another contractual relationship. We can avert the purchaser's right of retention arising from the same contractual relationship in accordance with Section 273 of the German Civil Code (BGB), Sections 369 et seq. of the German Commercial Code (HGB) by providing a written, directly enforceable bank guarantee in the value of the right to be secured. The purchaser is only permitted to offset if we do not dispute the counterclaim or if it has been legally established.
- 6.14. If it becomes apparent after the conclusion of the contract that our claim for payment is jeopardized by the client's inability to pay, we are entitled to the rights under Section 321 of the German Civil Code (BGB) (defenses based on uncertainty). We are then entitled to demand payment of all claims from the current business relationship with the client that are not time-barred.
- 6.15. If a customer who is resident outside the EU or their representative collects goods that have been cleared for EU customs or transports or ships them to an EU territory, the customer must provide us with the export certificate required for tax purposes. If this certificate is not provided, the customer must pay the sales tax owed by us on the invoice amount for the delivery made.
- 6.16. For deliveries of goods cleared through EU customs from one EU member state to another EU member state, the customer must inform us of his VAT identification number, under which he carries out the acquisition tax within the EU, before delivery. Otherwise, he must pay the amount of VAT owed by us by law for our deliveries in addition to the agreed purchase price.

7. Duration of mission and deadlines

- 7.1. Information about the duration of the mission is estimated based on a normal work process and work progress and is therefore non-binding. However, exceeding the specified deadlines does not entitle the customer to make deductions or to derive claims for damages from this.
- 7.2. The customer can only request an agreement on a binding deadline for the provision of our services, which must be designated as binding, once the scope of the work has been precisely determined. Compliance with the duration of the mission requires the fulfillment of the customer's contractual obligations. The binding deadline is met if the item to be assembled, maintained, repaired or overhauled is ready for acceptance by the customer by the end of the deadline, or, in the case of contractually agreed tests, for the testing to be carried out. In the case of additional or extended orders placed later or in the case of necessary additional service work, the agreed deadline is extended accordingly.



- 7.3. If the service mission is delayed due to measures taken as part of industrial disputes, in particular strikes and lockouts, or due to circumstances for which we are not responsible, the service period will be extended by a reasonable amount if such obstacles can be proven to have a significant impact on the completion of the service; this also applies if such circumstances occur after we have fallen behind schedule. In the event of an interruption to the work for which we are not responsible, the costs incurred as a result, in particular travel and waiting times for our service personnel, will be borne by the customer.
- 7.4. If the customer sets us a reasonable deadline for the provision of services after the due date – taking into account the statutory exceptions – and this deadline is not met, the customer is entitled to withdraw from the contract within the framework of the statutory provisions.
- 7.5. For the delivery of items (e.g. wear and spare parts) and third-party products, the delivery period begins with the dispatch of our order confirmation, but not before the complete provision of all documents, approvals, software system analyses, clarifications or releases to be provided by the customer and not before receipt of an agreed payment. The dates and deadlines for deliveries specified by the supplier are non-binding unless they have been confirmed by him in writing with a calendar date. Approximate periods or dates are non-binding.
- 7.6. The delivery period is met if the item to be delivered has left the factory or if readiness for dispatch has been communicated before the delivery period expires.
- 7.7. If the customer defaults on fulfilling his contractual obligations (duty to cooperate and/or payment), the agreed time of performance becomes non-binding. In this case, we are entitled to re-determine the time of performance at our reasonable discretion, in particular taking into account our other obligations.
- 7.8. The delivery period shall be extended appropriately in the event of industrial action, in particular strikes and lockouts, as well as in the event of unavoidable obstacles that are beyond the control of the supplier, whether in our factories or those of our subcontractors (e.g. disruptions, delays), insofar as such obstacles can be proven to have a significant impact on the completion or delivery of the purchased item. We are not responsible for the aforementioned circumstances even if they arise during an existing delay.
- 7.9. We are only liable for any damage caused by delay and/or damage due to non-performance if the delay is due to intent or gross negligence on our part or on the part of our senior employees. Otherwise, i.e. if we are only responsible for intent or gross negligence on the part of non-senior employees or subcontractors or if we are only responsible for negligence, the buyer is not entitled to compensation for damage caused by delay or damage due to non-performance. If it turns out that this exclusion of liability disproportionately disadvantages the customer, contrary to the principles of good faith, we will pay damages, but not for production downtime and lost profits of the customer or his customer, or for damage that is not a regular consequence of delay. In addition, this liability for damages is limited to the amount of the net remuneration agreed with us (excluding incidental costs and sales tax).
- 7.10. If completion or dispatch is delayed at the request of the customer or if the delivery is not called off on the agreed date or immediately after notification that the goods are ready for dispatch, they will be stored - if necessary partially finished - at the customer's expense and risk. We are then entitled to charge the customer for the costs of storage and preservation in the amount of the costs incurred, but at least 0.5% of the invoice amount for each month from the day the goods are ready for dispatch. We reserve the right to assert further claims for damages. We are also entitled, after setting and fruitless expiry of a reasonable deadline, to dispose of the delivery item in another way and to deliver to the customer within a reasonably extended deadline.



8. Transfer of risk

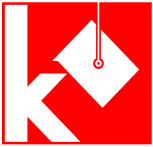
- 8.1. Unless otherwise agreed, the risk for the delivery of items (e.g. wear and spare parts) and third-party products shall pass to the customer as soon as the goods have been handed over to a forwarding agent, freight carrier or other person or company designated to carry out the shipment, but at the latest as soon as the goods leave our factory or warehouse or the factories or warehouses of our subcontractors, even if partial deliveries are made, freight-free delivery has been agreed or we have undertaken further services, e.g. shipping costs, delivery, assembly and/or commissioning.
- 8.2. If shipment is delayed due to circumstances for which we are not responsible, the risk shall pass to the customer as soon as the goods are ready for shipment.
- 8.3. All shipments, including any returns, travel at the customer's risk. At the customer's request, we will insure the shipment at the customer's expense against theft, breakage, transport, fire and water damage, as well as other insurable risks.
- 8.4. Delivered items must be accepted by the Purchaser, even if they have minor defects, without prejudice to his rights under Section 11.
- 8.5. Partial deliveries and partial invoices are permitted.

9. Acceptance

- 9.1. If the customer is required to accept the services in accordance with the contract or due to legal requirements, acceptance will take place immediately after the customer has been notified that the service work has been completed as part of an acceptance test carried out by us. To this end, the customer must provide us with all parts that may be required for the acceptance test in good time before the test. Acceptance will take place after the functional test has been successfully carried out, which will be recorded if necessary. The costs of acceptance will be borne by the customer unless otherwise agreed.
- 9.2. If the service proves not to be in accordance with the contract, we are obliged to remedy the defect at our own expense. This does not apply if the defect is insignificant for the interests of the customer or is based on a circumstance that is attributable to the customer. If there is a non-significant defect, the customer cannot refuse acceptance.
- 9.3. If acceptance is delayed through no fault of the contractor, acceptance is deemed to have taken place one week after notification of the termination of our services, provided that we have informed the customer of the consequences of failure to accept. In addition, acceptance is deemed to have taken place even without an express declaration from the customer if the product is put into operation as intended.
- 9.4. Upon acceptance, our liability for identifiable defects ceases unless the customer has reserved the right to assert a specific defect.

10. Retention of title

- 10.1. We retain full ownership of all used accessories, wear and spare parts and exchanged units until all our claims against the customer arising from the business relationship, in particular from the service contract, have been settled.
- 10.2. The delivery of items (e.g. wear and spare parts) and third-party products is subject to extended retention of title. Until then, the buyer may not transfer our ownership rights to third parties without our express consent. Irrespective of the existence of the prohibition on further sale stipulated here, claims against the third-party purchaser shall pass to us in the event of non-compliance.
- 10.3. We have a lien on the object of the contract due to our claim under the service contract. The lien can also be asserted due to claims from previously performed assignments, deliveries of spare parts and other services, insofar as they are related to the object of the contract.
- 10.4. During the period of retention of title, the customer must protect the object of the contract against dangers and damage, keep it in proper condition and have any necessary repairs and maintenance carried out professionally. The customer must insure the item against fire, water, theft and burglary, with the proviso that the rights arising from the insurance remain with us. If proof of insurance is not provided upon request by the supplier, we are entitled to take out appropriate insurance at the customer's expense.



11. Claims for defects

- 11.1. After acceptance of our service, we are liable for defects in the service, excluding all other claims of the customer, without prejudice to our liability for breach of duty, in such a way that we must remedy the defects. The customer must notify us of any defects identified immediately in writing. In the event of a justified complaint, we will remedy the defects by free repair, for which we must be given a reasonable opportunity under the circumstances, or, in the case of the delivery of items (e.g. wear and spare parts) and third-party products, either by free repair or by replacement, provided that the parts prove to be unusable or their usability is significantly impaired within 12 months of delivery or acceptance as a result of a circumstance that can be proven to have occurred before the transfer of risk, in particular due to a lack of design, poor material or poor workmanship.
- 11.2. We shall not be liable if the defect is irrelevant to the interests of the customer or is based on a circumstance that is attributable to the customer. This applies in particular to parts provided by the customer.
- 11.3. If the customer or a third party makes improper changes or repairs without our prior consent, our liability for the resulting consequences is waived. Only in urgent cases where operational safety is at risk and to prevent disproportionately large damage, in which case we must be notified immediately, or if we have allowed a reasonable deadline set for us to remedy the defect to elapse, does the customer have the right to remedy the defect himself or have it remedied by a third party at our expense.
- 11.4. Of the direct costs incurred in rectifying the defect, we will bear the cost of the replacement part including shipping - provided the complaint turns out to be justified. We will also bear the costs of removal and installation as well as the costs of providing the necessary fitters and assistants, including travel costs, provided this does not result in a disproportionate burden for us.
- 11.5. If repairs are repeatedly unsuccessful or if the replacement delivery is not free of defects or if we allow a reasonable deadline set for the rectification of defects to pass without result - taking into account the statutory exceptions - the customer has the option of a reduction in price or withdrawal in accordance with Section 472 of the German Civil Code (BGB) within the framework of the statutory provisions. The customer's right to a reduction in price also exists in other cases where the rectification of defects fails. Claims for damages due to non-fulfillment or poor fulfillment of the right to rectification are excluded.
- 11.6. The warranty period is 6 months. It begins with the transfer of risk upon delivery of items (e.g. wear and spare parts) and third-party products or upon acceptance.
- 11.7. We do not accept any liability for unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground and chemical, electrochemical and electrical influences, unless we are responsible for these.

12. Limitation of Liability

Unless otherwise agreed or specified in these terms and conditions for deliveries, the following limitations of our liability apply to all cases of liability, in particular for delay, positive breach of contract, fault arising from the conclusion of the contract, tort:

- In the event of intent on the part of our management, we shall be liable without limitation.
- In the event of gross negligence on the part of our management, in the event of intent and gross negligence on the part of our senior employees and in the event of culpable breach of essential contractual obligations (cardinal obligations), we shall be liable without limitation within the scope of the damage typically foreseeable under the contract.
- In all other cases, we are only liable if and to the extent that this liability is covered by liability and production liability insurance as is customary in the industry, unless the risk is covered by insurance by the customer as is customary in the industry. If we have taken out liability insurance for the risk in question that exceeds the level customary in the industry, our liability is extended to the amount of the insurance cover.



13. Industrial property rights

If the object of the order is not supplied by us, the customer must point out existing industrial property rights with regard to the object; provided we are not at fault, the customer shall indemnify us against any claims by third parties based on industrial property rights.

14. Impossibility of performance

If it is finally established that we cannot provide the entire service for reasons for which we are responsible, the customer can withdraw from the contract under the conditions of Section 325 of the German Civil Code (BGB). In the case of partial impossibility, the right of withdrawal only exists if the partial service provided is demonstrably of no interest to the customer; otherwise, the customer can demand an appropriate reduction in the purchase price.

15. Adjustment of the contract, withdrawal by us

- 15.1. In the event of unforeseen events such as traffic disruptions, operational disruptions (e.g. machine failure), rejects, strikes, lockouts, delays in the delivery of necessary raw and auxiliary materials, the customer and we are obliged to adapt the contract in good faith, in particular with regard to the delivery time. If an adaptation is unreasonable, we can withdraw from the contract in whole or in part. The customer has no right to claim damages due to such a withdrawal. We will inform you immediately of any intention to withdraw.
- 15.2. If the customer withdraws from the contract or refuses to accept the goods without reasons for which we are responsible, we can either claim performance or a flat rate of 15% of the purchase price as lost profit, without having to prove the specific damage.

16. Partial invalidity

The invalidity of a provision or part of a provision of these General Terms and Conditions for Deliveries or other contractual agreements does not result in the invalidity of the remaining provisions or the remaining part of the provision.

17. Place of jurisdiction, applicable law

- 17.1. The place of jurisdiction for all possible disputes is Meinerzhagen. However, we are also entitled to assert our claims at one of the customer's places of jurisdiction.
- 17.2. The law of the Federal Republic of Germany applies. International sales law does not apply.