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Inquiry and Order Conditions (IOC)

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Content	Page
A. General Conditions and Preliminary Remarks	2
1. Explanation and Scope of the IOC	2
2. Confidentiality	2
3. Application of German Law	2
4. Place of Performance, Place of Jurisdiction	2
5. Compensation Claims	3
a. Liability of the Contractor for Personal Injury, Property Damage and Financial Loss	3
b. Subsidies	3
c. Insurance Coverage	3
6. Assignment	3
7. Impossibility	3
8. Infringement of Property Rights	4
9. Partial Nullity	4
10. Code of Conduct	4
11. IT Security	4
B. Offer	5
1. Submitting an Offer	5
2. Self-information	5
3. Fixed Prices	5
4. Excess and Short Quantities	6
5. Hourly Wage Work	6
6. Cost Sharing	6
C. Order Phase and Invoicing	7
1. Placing of Order	7
2. Subcontracting	7
3. Liability of the Client	7
a. Personal Injury	7
b. Property Damage and Financial Loss	7
4. Instructions before starting work	7
5. Execution, Supervision	8
6. Use of Works Roads	8
7. Installation, Maintenance and Clearance of the Construction Site	9
8. Scaffolds, Equipment	9
9. Drawings	10
10. Electricity, Water, Telephone, Auxiliary Materials	10
11. Provision of Materials	11
12. Reporting	11
13. Guarding of the Construction Site	11
14. Entry and Exit Controls of Persons and Property	12
15. Prohibition of Alcohol, Smoking, Site Security	12
16. Safety Regulations	12
17. Conduct on the Construction Site	12
18. Discoveries	12
Scheduling, Liability for Delays in Delivery and Service	13
19. Invoicing and Payment	14
20. Final Acceptance	14
D. Liability for Defects	16

A. General Conditions and Preliminary Remarks

1. Explanation and Scope of the IOC

For the work of an external company (hereinafter referred to as "Contractor" or "CO"; this includes exclusively entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), the following regulations do not apply to consumers) on the company premises of RAFI GmbH & Co. KG and its affiliated companies (hereinafter jointly referred to as "Customer") as well as for the deliveries and services related to this work outside the company premises, the regulations in the following documents shall apply:

1. the following Terms and Conditions of Inquiry and Order (IOC)
2. the technical delivery conditions agreed in each individual contract
3. the statutory regulations and standards
4. approval documents and conditions imposed by the authorities
5. the accident prevention regulations and specifications of the Employer's Liability Insurance Association (Berufsgenossenschaft)
6. the offer of the Contractor

The Contractor's terms and conditions of delivery shall only apply insofar as they do not expressly or in spirit contradict these terms and conditions. This shall also apply if the Customer accepts deliveries without reservation in the knowledge of conflicting delivery conditions. The regulations from the VOB/B (German Construction Contract Procedures (Vergabe- und Vertragsordnung für Bauleistungen)) as well as from similar sets of rules are also excluded. Should nothing be separately regulated in these IOCs with regard to individual points, the law shall apply.

2. Confidentiality

a. All documents for the execution of the offer or order, regardless of their nature and origin, as well as all other information coming to the knowledge of the Contractor or the Customer in connection with the offer calculation and execution of the order, such as operating methods and figures, drawings, sketches, pictures and other documents, shall be kept secret with the necessary care. They may not be published, reproduced, made accessible to third parties or used for any purpose other than that originally intended without the consent of the contracting party. The contractual partners undertake to oblige vicarious agents, employees and other agents accordingly. This shall not apply to information which is or becomes generally accessible or known without a breach of this or any other confidentiality obligation or which is or has been made known to the Contractor by a third party without a breach of a confidentiality obligation or which is or has been used or published with the consent of the Customer or which the Contractor can prove to have already had in its possession or to have independently developed prior to the entry into force of this Agreement.

b. If the Customer has special confidentiality regulations for certain documents, the Customer shall draw the Contractor's attention to this. If necessary, separate confidentiality agreements shall be concluded.

c. The orders may only be used or published for advertising purposes with the prior written consent of the Customer.

3. Application of German Law

All legal relations between the Customer and the Contractor shall be governed by the laws of the Federal Republic of Germany.

4. Place of Performance, Place of Jurisdiction

The place of performance shall be the place of receipt agreed between the Customer and the Contractor in the respective order. The exclusive place of jurisdiction shall be Ravensburg.

5. Compensation Claims

a. Liability of the Contractor for Personal Injury, Property Damage and Financial Loss

- ❖ The Contractor shall be liable, without prejudice to the provisions in section D, for all personal injury, property damage and financial loss caused by him or by persons subcontracted by him or by his subcontracted supplies to the same extent as for his own services. This liability shall not apply if and to the extent that he can prove that he is not liable under the statutory or contractual provisions. The liability of the Contractor due to damage to property or pecuniary loss shall further cease (if applicable, on a pro rata basis) if the Contractor or the person commissioned by him has only acted with slight negligence and the damage is not (fully) covered by insurance.
- ❖ In the event of a breach of the duty of confidentiality pursuant to section A 2, liability for damages shall not be subject to the liability relief of section A 5. a. sentence 3. However, there shall be no liability if the occurrence of damages could not have been avoided even with the most careful monitoring of compliance with the duties of confidentiality.

b. Subsidies

The Contractor shall be liable for the actions of workers commissioned by the Customer insofar as these workers are subject to the Contractor's right to issue instructions. The Customer shall be responsible for the careful selection of the workforce and the work equipment.

c. Insurance Coverage

- ❖ For the duration of the work, the Contractor shall be obliged to maintain a business liability insurance appropriate to the activity for personal injury and for property damage, at least, however, ten (10) million Euro per damage event, including the evidence provisions of these Terms and Conditions, in particular the provisions of section 1. paragraph a) and b). In case of ordering aids according to section A 5. B., the Contractor shall be obliged to include these aids in its business liability insurance as if they were its own workers and work equipment.
- ❖ A confirmation of the insurance companies about the conclusion of such a business liability insurance shall be submitted to the Customer prior to the conclusion of the contract.
- ❖ In the event that the Contractor is to be provided with a key for the Customer's premises, the Contractor shall take out supplementary insurance for the loss of keys for locking systems, the sum insured of which shall be at least € 20,000 net.
- ❖ If further insurances (e.g., assembly, disassembly or transport insurances) are necessary due to the special features of the individual contract, the Parties shall regulate this additionally in the individual contract. The costs for these insurances shall be borne by the Contractor as a rule.

6. Assignment

The Contractor may not transfer its contractual claims and obligations, in whole or in part, to third parties without the express prior written consent of the Customer. The Customer shall not refuse its consent without good cause.

7. Impossibility

The Customer may withdraw from the contract if the entire performance becomes finally impossible for the Contractor before the transfer of risk. The same shall apply if the performance of part of the service becomes impossible and the Customer has a justified interest in refusing partial performance. If the latter is not the case, the Customer may reduce the consideration in accordance with the value of the part not performed. Partial performance shall also include the incomplete delivery of similar items.

8. Infringement of Property Rights

a. The Contractor shall be liable to the extent provided by law for ensuring that the industrial property rights of third parties, in particular device protection rights (patent, patent application published prior to conclusion of the contract, registered utility model) are not infringed by its delivery and its use. The Contractor shall only be liable for the infringement of process protection rights if the order was placed with him because of a process provided by him under the contract or if he has assured that the contractual use of his delivery does not violate a process protection right.

b. In the event of an infringement of an industrial property right pursuant to Section A 8. a., the Contractor shall be obliged to enable the Customer to use the delivery item, e.g., by obtaining a license in favor of the Customer, and to indemnify the Customer against all claims of the owner of the industrial property right. If the Contractor is unable to enable the Customer to use the delivery item, it shall be obliged to take back the delivery item and to repay the remuneration received.

9. Partial Nullity

Should individual provisions of these IOCs be invalid in whole or in part, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by the corresponding statutory provisions. If and to the extent that these do not contain an effective provision, the Customer and the Contractor undertake to negotiate an effective provision in its place. The same shall apply in the event of a gap in the contract.

10. Code of Conduct

The Customer consistently works on improving its quality and environmental performance by striving for long-term cooperation with technically and economically efficient suppliers who themselves pay attention to high-quality and environmentally compatible manufacturing processes and company procedures. In this context, compliance with its Code of Conduct by its business contacts is also particularly important to the Customer. The Parties therefore agree that the RAFI Code of Conduct

https://www.rafi-group.com/fileadmin/user_upload/Information/coc/rafi-group_code_of_conduct_businesspartner_en_may2022.pdf

shall become an integral part of the contract.

11. IT Security

a. The Parties shall ensure compliance with the statutory provisions on IT security by taking appropriate measures in their business. For the respective current basic IT protection, the competent authorities in the country of the respective operating facility provide freely accessible recommendations. Deviations from these may only be made in justified exceptional cases.

b. Each Party shall have a special right of termination without notice with respect to all agreements potentially affected thereby if there are objective indications that the other Party has not implemented sufficient basic IT protection within the meaning of the preceding paragraph (1) in the company.

B. Offer

1. Submitting an Offer

Offers are to be submitted without obligation and free of charge for the Customer.

2. Self-information

The Contractor shall be responsible for obtaining full clarity about all details of the invitation to tender and the planned work on the basis of the information or documents provided by the Customer.

By submitting the offer, the Contractor acknowledges that he has been informed about all facts and conditions necessary for the submission of the offer, in particular about the contents of the invitation to tender, the local conditions, the location of the construction site and the traffic conditions. If, in the Contractor's opinion, further information is required, he shall inform the Customer of this at the latest upon receipt of the offer. The Customer shall thereupon provide the necessary information.

3. Fixed Prices

a. Unless otherwise agreed, the offer prices are fixed prices (unit prices/flat-rate prices) and do not change for the duration of the execution of the order. Excluded from this are claims due to disturbance of the basis of the business (§ 313 German Civil Code (BGB)). In case of doubt, the fixed prices shall not be subject to any wage or material price increases. The fixed prices shall also apply to follow-up and supplementary orders up to one year after successful acceptance.

b. The fixed prices shall apply free site (place of performance for fixed prices) including packaging, unloading, storage and assembly, unless expressly agreed otherwise in writing. The fixed price shall include all surcharges for overtime, Sunday and public holiday hours as well as all ancillary services, in particular

- provision and use of all necessary equipment, scaffolding, scaffolding, and lifting tools, tools, crew vehicles and equipment containers;
- provision of all connecting and fastening materials and supplements (underlay and anchoring materials), operating materials, auxiliary materials, and lubricants;
- technical processing of the materials to be supplied;
- setting up and clearing the construction site;
- all drawings, calculations, plans and the like to be provided;
- all covers, protective devices (also as far as required during assembly), operating and maintenance platforms including accesses, required in accordance with the latest fire protection and accident prevention regulations. The scope shall be bindingly determined by the responsible trade supervisory office, if applicable;
- insurance premiums and charges.

Assistance provided by the Customer shall not be included in the agreed price.

Changes or corrections in the scope of delivery and in the type of execution, in particular those requested due to technical progress, are included in the price if and to the extent that the impact on the price does not exceed or fall below 5% (five percent) per annum.

c. Prices shall be itemized and communicated in accordance with the breakdown contained in the request or tender. In offers and invoices the costs for material, assembly, freight, packaging as well as value added tax shall be shown separately.

4. Excess and Short Quantities

a. The Customer expressly reserves the right to acknowledge excess or short deliveries other than those specified under section B 3.b.

b. Additional services shall only be considered insofar as they are based on an express written order of the OP.

c. Costs shall be determined on the basis of the contract prices and submitted to the Customer for approval prior to execution.

5. Hourly Wage Work

a. Hourly wage work shall only be remunerated if it has been commissioned in writing by the Customer prior to commencement. The time sheets shall be submitted to the Customer's contact person for signature on each working day. In the case of hourly wage work, only the pure working time shall be remunerated. Break times may not be accounted for.

b. If work is performed for hourly wages, at least the hourly wages according to the Framework Agreement shall apply or, alternatively, the remuneration customary in the locality if no Framework Agreement exists. Wage hours for supervisory personnel shall only be paid if their deployment has been expressly requested in writing by the Customer. If supervisory personnel is not requested but becomes necessary in the course of the work, approval must be obtained from the Customer without delay, who shall arrange for the order to be corrected.

c. The CL shall reimburse travel and commuting expenses only if and to the extent that the CO is required to pay such amounts to its personnel under collective bargaining agreements. The Customer reserves the right to review the necessity and the rates. In the case of long-distance assembly, the one-time 2nd class round trip shall be reimbursed.

d. In the case of additional hours ordered by the Customer which are performed in conjunction with other services (so-called attached hourly wage work), only the rates in accordance with section B 5.b. shall be reimbursed.

e. For work ordered by the Customer on holidays that fall on a working day, at least the collectively agreed surcharge shall additionally be paid for the usual working hours. The wage (=basic wage) without the collectively agreed surcharge shall be borne by the employee in any case, even if no work is performed on the respective holiday. The Customer shall pay the normal wage plus the collectively agreed surcharge for the hours worked on such days in excess of the normal working hours and for all work performed on public holidays that fall on a Sunday. The provision of generally used tools, equipment and scaffolding shall not be remunerated separately in the case of hourly wage work. If special hourly wage work requires the use of special tools, devices, scaffolding, machines or other equipment, remuneration for this can only be demanded if it has been specifically agreed in writing before the start of work.

6. Cost Sharing

a. Cost sharing for media equipment is agreed separately as required in the order. As a rule, 0.3% of the net invoice amount shall apply for construction electricity and construction water.

b. Construction management insurance shall be taken out by the Contractor. The Contractor shall contribute 0.3% of the net invoice amount.

C. Order Phase and Invoicing

1. Placing of Order

- a. Only orders placed in writing or placing protocols signed by both the Customer and the Contractor shall be legally binding.
- b. Services which deviate from the order, and which are performed by the Contractor on its own authority and additional services which have not been ordered in writing shall not give rise to any claims for payment on the part of the Contractor, including claims arising from management without an order. The statutory provisions shall apply to any claims for restitution of the Contractor with regard to services and/or additional services deviating from the order. Sentence 1 shall not apply if the Customer subsequently acknowledges deviations or additional services in writing.
- c. By confirming the order in writing or by signing the award protocol, the Contractor declares that he has checked the documents handed over to him and found them to be sufficient. The order shall be deemed to have been accepted on the Customer's terms and conditions at the latest upon commencement of work, even without written confirmation.
- d. The Contractor shall not be entitled to plead that he has made mistakes or that individual works and deliveries which, according to commercial usage, are part of the contractual performance are not specifically listed or that there are errors in the documents, unless such defects in the documents were not recognizable for the Contractor within the scope of proper performance of the contract, even with sufficient expertise and careful examination.
- e. If a service is demanded for which the Contractor is not contractually obligated, the Contractor shall be entitled to special compensation, but only if the Contractor has announced this claim to the Customer and given the Customer the opportunity to review the claims before the Contractor has begun to perform the service.

2. Subcontracting

The Contractor may transfer deliveries and services in whole or in part to third parties or subcontractors in order to fulfill the contractual obligations entered into. The Contractor shall inform the Customer thereof in writing in advance. The Customer may object to the transfer and the use of third parties or subcontractors for good cause.

3. Liability of the Client

a. Personal Injury

The Customer shall be liable for personal injury to the Contractor's personnel occurring during the work ordered by him only within the scope of the statutory

b. Property Damage and Financial Loss

The CL shall be liable for property damage and financial loss, except in cases of intent and gross negligence, only within the scope of its business liability insurance, unless otherwise stipulated in its terms and conditions. The insurance policy of the business liability insurance shall be presented to the Contractor upon request.

4. Instructions before starting work

Instructions before starting work

Prior to the start of work, the Contractor shall instruct the specialist site manager / supervisor and the fitters in the work to be carried out on site and shall draw their attention to mutual hazards, escape and rescue routes, harmful substances, fire protection and smoke detectors. If new or additional personnel of the Contractor are employed, the Contractor shall be obliged

to instruct them. The instruction must be repeated every 3 months or if the Contractor's place of work changes.

5. Execution, Supervision

- a. The Contractor shall perform the deliveries and services under its own responsibility in accordance with the contract. He shall name to the Customer in writing an authorized person who shall be the contact person responsible for the execution of the work.
- b. All deliveries and services must correspond to the current state of the art at the time of performance. Only flawless work and building materials may be used. Insofar as relevant regulations exist, in particular those of the authorities and professional associations (DIN standards, VDE regulations and similar), these must be complied with.
- c. In the case of a plant approved by the authorities, the requirements of the approving authority shall be taken into account. These documents are to be obtained from or inspected by the Customer.
- d. The legal regulations and the VDI guidelines for keeping water clean and for dust and noise control are to be observed. If substances hazardous to water escape (e.g., oil, acids, binding agents, or other toxic substances), the Contractor shall immediately notify the Customer's plant fire department.
- e. The Contractor may not make any changes to existing buildings and steel structures, in particular welding and oxyacetylene cutting, without the Customer's consent.
- f. During (electrical) welding work, the return line ("ground") must be pulled and fastened directly from the welding transformer or converter to the workpiece on which welding is being performed. The basis for flammable work of all types is the completed and signed permit for flammable work, as well as the additional permit for work with ignition sources in EX zones.
- g. The Contractor shall be obliged to use only suitable workers for the intended work and to document their suitability to the satisfaction of the Customer at the latter's request. If the workers do not meet these requirements, they shall be replaced by suitable workers without delay at the Customer's request. If the Customer has justified doubts about the personal reliability of the employees used or if there are breaches of discipline which make continued employment on the plant premises appear unreasonable for the Customer, the Customer may prohibit these employees from entering the plant premises.
- h. The Customer's representatives, who shall be named to the Contractor, shall be entitled to monitor the performance of the Services in accordance with the Contract and to reject the Services if they are not in accordance with the Contract and to demand the technically flawless performance of the Work in accordance with the provisions of the Contract.
- i. The Customer's representatives are authorized, if necessary, to order the cessation of work not in compliance with the contract until the Contractor has taken remedial action.

Direct instructions from operating departments shall require the approval and consent of the Customer's representatives made known to the Contractor. The Contractor shall immediately notify the Customer's representatives of any additional costs incurred as a result so that they can arrange for a supplementary order.

6. Use of Works Roads

- a. The plant premises may only be driven on the defined routes. The rules applicable to public traffic, in particular the road traffic regulations, must be observed accordingly.
- b. In order to avoid damage to the road surfaces, crawler vehicles may only be transported through the plant premises on transport carts.

7. Installation, Maintenance and Clearance of the Construction Site

a. When setting up construction sites, maintaining and clearing them, and in particular when taking the necessary safety measures, the Contractor shall take all precautions to ensure that plant operations and other work to be carried out in this operating area as well as third parties are not impeded and not endangered. In particular, the regulations listed under section C 13. shall be observed. In the event of unavoidable obstructions, appropriate prior arrangements shall be made with the Customer.

b. The Contractor shall, at the Customer's request, also make available to other companies working in this area the access roads, water pipes and corresponding site facilities created by it when setting up the construction site, against payment of any additional costs incurred by the Contractor as a result, insofar as this does not impair the progress of the Contractor's own work, or does so only to a minor extent.

c. The Contractor shall keep the construction site maintained by him in a tidy condition and shall ensure the continuous removal of the accumulating debris and scrap. The site roads and public traffic areas used by him shall be kept in a clean and safe condition. In the event of complaints, after prior fruitless reminder, the clearing of the construction site as well as the cleaning and restoration of the works roads and public traffic areas shall be carried out by the Customer himself at the expense of the Contractor.

d. Construction containers/carts may only be set up on the designated sites in agreement with the Customer's representative and heated at the Contractor's expense. In the case of central construction hut sites, the installation of the meter shall be carried out by the Customer. The costs for this shall be charged to the Contractor. In the case of individual erection of site huts, the Contractor shall be charged a flat rate for electrical heating. Construction stalls shall be provided with clearly visible company signs. The Contractor shall immediately apply for acceptance by the site fire department. He shall move his construction containers/carts if this is necessary for operational reasons. The costs for moving shall be borne by the initiator.

e. In the event of difficult operating conditions - in particular where there is mutual danger - the Contractor shall provide the necessary safety posts at his own expense. The Contractor's safety personnel shall be instructed in their duties beforehand by the coordinator or his specialist site manager (e.g., fire watch after work involving a fire hazard or similar).

f. The decision as to whether difficult operating conditions exist shall be made by the Contractor via the Customer's representatives - in particular with the Customer's safety specialists / representatives for occupational safety or plant safety.

The Contractor shall be responsible for returning its own empties and packaging material. Any empties of the Customer shall be handed over by the Contractor to the responsible warehouse of the Customer with simultaneous notification of the Customer's representatives.

8. Scaffolds, Equipment

a. The scaffolds, equipment and tools used by the Contractor must comply with the accident prevention regulations or relevant guidelines (DIN, VDE, ZH1/xx). The Contractor shall install and remove scaffolds only in agreement with the Customer's representatives. Equipment such as lifting platforms, cherry pickers etc. may only be operated by instructed personnel of the Contractor.

b. In accordance with the relevant technical regulations or the VOB (German Construction Contract Procedures (Vergabe- und Vertragsordnung für Bauleistungen)), the Contractor shall permit the joint use of the scaffolding provided by him by other companies or the Customer without compensation, provided and insofar as this does not hinder the proper execution of the work assigned to him and its timely completion.

c. Use of the equipment, scaffolding, scaffolding, and lifting gear of the CL or other companies is only permitted with their permission. Use shall be at the full responsibility and risk of the

company using the equipment. The Contractor shall be liable for any damage to or loss of items used by the Customer.

9. Drawings

a. The drawings, calculations, plans and the like to be provided by the Contractor shall result from the award protocol and the Technical Terms and Conditions of Delivery. This shall in any case include the documents necessary for obtaining official approvals.

b. The inspection of the documents handed over in accordance with section a. by the Customer and its approval shall not release the Contractor from its obligations to properly prepare and technically check these documents in accordance with the provisions of the law on contracts for work and services. The same shall apply to suggestions and change requests of the CL.

c. All documents in accordance with section a. shall, insofar as the order is placed, become the property of the Customer when they are handed over. The copyright and other provisions on intellectual property rights shall remain unaffected. In case of doubt, the Customer shall receive a free, exclusive and transferable license thereto by handing them over.

d. The Customer shall be entitled to make use of the documents pursuant to section a. for the purpose of carrying out repairs, modifications and procuring spare parts. After prior notification, it may also hand over these documents to third parties for the purpose of carrying out such work for the Customer.

e. Documents made available to the Contractor shall remain the property of the Customer. All dimensions shall be responsibly checked by the Contractor. The main measurements are to be taken at the construction site.

10. Electricity, Water, Telephone, Auxiliary Materials

a. The Contractor shall, as far as possible, use machines operating independently of the Customer's power supply system on the Customer's factory premises.

b. If the Customer provides light and power current as well as water or compressed air for the duration of the construction/assembly period, the Contractor shall maintain and use the facilities in such a way that disruptive repercussions on the Customer's plant networks are avoided and consumption remains within normal limits. Otherwise, the Customer shall be entitled to charge for the additional consumption. Failures and voltage or pressure drops may occur in the electricity, water and compressed air networks, for the consequences of which the Customer shall not be liable. Electrical heating of workplaces shall only be permitted with the express written consent of the Customer. Connection points for electricity and water shall be set up by the Customer free of charge to a reasonable extent. The Contractor shall have supply lines to the sub-distribution boards and points of consumption established by qualified personnel at its own expense. The same shall apply to site and workplace lighting, unless otherwise agreed.

c. For electricity (normally three-phase 230/380 V 50 Hz, in some areas also 500 V direct current, 230 and 500 V three-phase current), the connection points shall generally consist of cast or sheet-metal-enclosed distribution boards with outlets 100 or 200 A, with fuses and lever switches, to which the Contractor may connect. The points of consumption may generally only be connected via sub-distribution boards of the Contractor. The use of residual current circuit breakers for such sub-distribution boards is required by the Electricity Works and the Employer's Liability Insurance Association. Before each initial commissioning of a sub-distribution board at the customer's works, the tripping of the residual current circuit breaker shall be tested in the presence of the responsible electrician of the customer. This test must be repeated at the intervals prescribed by the accident prevention regulations. All machines, lighting equipment and sub-distribution boards to be connected must comply with the VDE (German Association for Electrical, Electronic & Information Technologies) regulations. If, in exceptional cases, the connection must be made directly to a company distribution board, the connection (if necessary,

up to the terminal box of the machine or the lighting equipment) may only be made by the electrical engineering department of the customer against payment of a charge.

d. Telephone connections may, as far as possible, be set up by the Customer on special request and against payment. The maintenance and call costs shall be borne by the Contractor.

e. Independent interventions in the power distribution and telephone systems are prohibited. The costs of repair work on equipment used by the Contractor shall be borne by the Contractor.

f. Acetylene and oxygen shall always be provided by the Contractor. Compressed air shall also be provided by the Contractor unless free provision by the Customer has been agreed in the case of limited consumption (1-inch connection pipe).

11. Provision of Materials

a. The material provided by the Customer for the erection of the plant shall remain its property and may only be used for the purpose of carrying out the commissioned work.

b. The Contractor shall request the material in writing in good time and accept the material immediately after becoming aware that it is available. He shall bear all risks of deterioration, reduction and loss, etc. from the time of acceptance.

c. The Contractor has a duty to obtain information, i.e., he must actively procure all documents and records such as operating instructions, assembly instructions so that the material can be professionally installed and put into use.

d. Objections to the quality of the material provided by the Customer must be raised as early as possible within the framework of a duty to minimize damage. As a rule, the quality shall be specified in the individual contract and measured against this agreement. Unless otherwise provided for in the individual contract, the net order sum agreed with the Contractor shall be reduced by the value of the material provided. The equivalent value shall be deducted in full from the next payment to be made.

e. If the order total does not include the material provided, settlement shall be made on the basis of the quantities actually required in a surcharge for loss of material.

f. The warranty of the Contractor for the work performances and the works to be produced as a whole shall not be affected by the provision of material.

12. Reporting

Weekly reports in duplicate on the progress of the work, the strength of the workforce, the hours worked during the reporting period, equipment inventory, delivery status and consumption of materials and construction materials as well as on weather conditions and special events shall be submitted to the Customer's representatives.

13. Guarding of the Construction Site

The guarding of the construction site including materials, equipment, construction huts/construction vehicles shall be carried out by the Customer within the scope of the "general site guarding". The Customer shall not be liable for damage caused by theft, fire and the like. Fuels, oils, acids as well as corrosive and toxic substances shall be stored in suitable containers and properly labeled, in the case of hazardous substances e.g., in accordance with the Ordinance on Hazardous Substances. The accident prevention regulations and the Water Act must be observed.

14. Entry and Exit Controls of Persons and Property

The Customer's procedural regulations shall apply to the entry and exit control of persons and objects. In particular, notifications must be made at the gate before each access to the respective plant premises and the day pass must be accepted. The pass shall be worn visibly by the individual persons. The Contractor undertakes to comply with these regulations and all regulations notified to him. The Contractor shall routinely conduct bag and vehicle checks.

15. Prohibition of Alcohol, Smoking, Site Security

a. Bringing alcohol onto the plant site and drinking alcohol within the plant site, including parking lots and green areas, is prohibited. This also applies to construction sites outside the plant premises.

b. Smoking on the plant premises is prohibited. An exception exists for the specially designated smoking areas.

c. All workers must be made aware that they must comply with any orders issued for their own protection and for the protection of the plant facilities, as well as with any instructions issued by the plant supervisor.

16. Safety Regulations

The Contractor shall observe the relevant provisions of building law and trade supervision law, the workplace ordinance and accident prevention regulations, and shall comply with the instructions of the plant management or its safety specialist on accident prevention or other safety measures. In the case of work requiring special safety measures, the Contractor shall continuously ensure that the required safety measures are implemented and maintained for the duration of the work.

17. Conduct on the Construction Site

a. When carrying out the work, the Contractor shall adapt itself appropriately to the operating conditions of the Customer. Consideration shall be given to the other work to be carried out on the construction site by the Customer or by external companies. Special reference is made here to the tasks and responsibilities of the "Coordinator" - in particular protection of the Customer's permanent staff against construction hazards, protection of those employed on the construction site and third parties. The Contractor must appoint a coordinator in writing and inform the Customer of his name in writing. If the Contractor is a general contractor, then he must inform the Customer in writing of the names of the individual specialist construction managers.

b. The Contractor shall ensure that ducts and pipelines and power lines are not damaged.

c. If the Contractor fails to comply with the aforementioned requirements, the Client or its safety officer shall be entitled to shut down the construction site - in particular in the event of mutual danger - until the requirements have been met in order to prevent industrial accidents. The Contractor shall be responsible for any delays resulting therefrom.

d. The Contractor and its employees are prohibited from entering other construction sites and the plant unless such entry is necessary for official reasons.

18. Discoveries

The Customer acquires sole ownership of all discoveries occurring on the works premises. He shall in any case be entitled to the rights of the discoverer. The Contractor shall inform his employees of this and oblige them accordingly.

19. Scheduling, Liability for Delays in Delivery and Service and Defaults in Performance

3 (three) working days after receipt of the order, the Contractor shall submit to the Customer a work schedule and time schedule with delivery and execution deadlines.

- a. The Contractor undertakes to comply with the deadlines specifically agreed in each case.
- b. In order to enable the Contractor to meet the agreed deadlines, the Customer shall immediately procure for the Contractor the documents, necessary permits and releases to be provided by the Contractor. The Contractor shall immediately hand over to the Customer the documents required by the Customer and requested by the Customer.
- c. If the Contractor recognizes that he will not be able to meet the agreed delivery and completion dates, he shall inform the Customer thereof in writing without delay.
- d. If the Contractor exceeds the agreed deadlines and is thus in default, he shall pay the Customer a contractual penalty of 0.3% of the value of the total order for each week of delay or part thereof, up to a maximum of 5% in total. These claims shall not lapse through unconditional acceptance of a delayed performance. If the Contractor proves that the Customer can use the subject matter of the contract in whole or in part as contractually intended, the compensation shall be calculated on the basis of the value of that part of the subject matter of the contract which cannot be used as contractually intended as a result of the delay. Any further claims for damages shall remain unaffected by the above provision. If, however, the Customer claims damages in excess thereof, any contractual penalties already paid shall be deducted therefrom.
- e. After the occurrence of the delay, the Customer may also set the Contractor a reasonable deadline for completion in writing under threat of refusal of performance, whereby the delay that has occurred to date shall be considered appropriately.
- f. After expiry of this grace period, the Customer may have the parts of the performance not yet performed by the Contractor carried out by a third party at the Contractor's expense and offset against the contract price. Any amounts already overpaid by the Customer shall be reimbursed by the Contractor. However, if the Customer is no longer interested in completion as a result of the delay, it may withdraw from the contract without granting a grace period.
- g. If the Contractor is in default due to the late delivery of parts for which a replacement by way of covering purchase is not possible because they can only be manufactured on the basis of the Contractor's workshop drawings or because industrial property rights exist for them, the Customer shall be entitled to request the Contractor to immediately hand over the workshop drawings and to procure the right to reproduce them. If the Contractor does not comply with this request within a period of 3 weeks, Title C 19. f. shall apply accordingly.
- h. The Customer shall have no claims under this section if and to the extent that the Contractor proves that it is not responsible for the failure to meet a contractually agreed deadline or a contractually agreed date. In this case, the Contractor shall be entitled to a corresponding extension of the deadline. Circumstances for which the Contractor is not responsible include force majeure, including lockouts and strikes, regardless of whether they occur at the Contractor itself or at its subcontractors, unless the Contractor is already in default when these circumstances occur. The same shall apply to the Customer with regard to its obligations.
- i. The Contractor or the Customer may only plead that it is not responsible for the non-observance of a deadline or a date if it has immediately notified the Customer in writing of the occurrence and end of the effect of such circumstances, unless the Contractor proves that the Customer has not suffered any damage as a result of the omitted or delayed notification.
- j. Weather conditions that could normally be expected at the time of submitting the offer cannot be accepted as a reason for extending deadlines and shall be included in the agreed deadlines. This does not apply to exterior painting and veneering work, for which a special agreement shall

be made with the Contractor in each case. In order to meet the deadline, the Contractor shall take the necessary precautions for his work, such as increased use, winterization and the like.

20. Invoicing and Payment

a. Auditable partial or final invoices shall be submitted in triplicate in accordance with the payment schedule set forth in the Contract Award Record, indicating the identification numbers contained therein and the construction site. The measurement records and hourly time sheets for hourly wage work recognized by the Customer shall be submitted prior to invoicing. After verified measurement, the Contractor may then submit the invoice.

b. Invoices submitted prior to the return of the Customer's approved acceptance and measurement records and time sheets, etc., will not be considered, as payment will not be made until the records have been accepted. The Customer reserves the right to return invoices to the Contractor which are received without proper protocols and proofs being enclosed. Until a proper invoice within the meaning of these regulations and the tax laws has been issued, the Customer shall not be obliged to make payment. The amounts shall not become due until a proper invoice has been issued. If a cash discount has been agreed upon, the date of receipt stamp of the Customer shall be considered as the value date.

c. Partial or final invoices which are not available on the 4th working day of the month following the delivery or service can only be paid by the Customer 4 weeks after receipt without interest compensation. The balance of the final invoice shall be paid by the end of the month following acceptance, provided that all work has been completed as evidenced by the signed acceptance report, all agreed documents have been delivered and that the site huts/construction vehicles, equipment, scaffolding and unused materials provided by the Contractor have been removed from the site and the site has been completely cleared. The final invoice shall be accompanied by a corrected working drawing (settlement drawing), if applicable.

d. Invoicing of supplies and services shall be based on joint measurement, if applicable. All parts that can no longer be measured after completion of the work must be measured beforehand, for which the Contractor must request in suitable time.

e. Payments on account shall not be equivalent to an acknowledgement of the correctness of the partial invoice and the contractual conformity of the performance.

f. The Contractor shall be obligated to immediately refund any overpayments that are later determined by the Customer's audit or other control bodies, even if the invoice documents submitted by the Contractor were accepted by the Customer in error.

21. Final Acceptance

a. The Customer may, at any time during the manufacture and assembly of the parts for the placed order, carry out an unrestricted inspection of the production and inspect the material test reports at the Contractor's manufacturing facilities or those of its subcontractors by authorized specialists. These inspections shall have no influence on the warranty or on the Contractor's other obligations. Should it be necessary, the Customer may request test and acceptance certificates in the required number from the Contractor free of charge.

b. Unless otherwise agreed, the Customer shall accept the performance as soon as this is requested by the Contractor after completion. The time and place of acceptance shall be specially specified and shall form an integral part of the contract.

c. Acceptance shall include, in particular, instruction, training and corresponding documentation such as: Inspection plans, workshop drawings, exploded views, maintenance instructions, assembly instructions, spare parts catalog, construction logs. All documents are to be handed over in duplicate and in digital form (E-plan, Excel, Word, etc.), drawings as dxf or dwg file.

- d. Acceptance may be refused due to major defects until they have been remedied; section D 19.b. shall not apply. A record of the acceptance shall be prepared in accordance with the Contractor's form and shall be signed by the Customer and the Contractor.
- e. The risk of loss or degradation shall pass to the Customer upon acceptance.

D. Liability for Defects

- a. The Contractor warrants that its performance has the contractually agreed properties. Insofar as these are not regulated, it complies with the recognized rules of technology as well as the relevant regulations, in particular those of the authorities and trade associations, and is not afflicted with defects which nullify or reduce the value or suitability for the use stipulated in the contract or, insofar as this is not regulated, the usual use.
- b. In the event of rectification of defects, periods and limitation for the repaired or replaced parts shall start anew upon completion of the rectification or, if acceptance has been agreed, upon acceptance.
- c. If properties have been agreed in writing stating the intended use of the subject matter of the contract, which the Contractor does not achieve, the Contractor shall also compensate for the resulting damage, even if this damage does not occur to the item itself, but to other legal assets. The same liability shall apply to the Contractor if executive employees have violated the recognized rules of technology through gross negligence. In this context, managerial employees are the persons referred to in Section 5 (3) of the German Works Council Constitution Act (BetrVG).