

General Terms and Conditions for Technical Services of the Stern-Wywiol Gruppe

Status at: June 30, 2023

1. Relevant conditions; applicability

- 1.1 The services described below, offered by the companies of the Stern-Wywiol Gruppe with its registered office in Germany, shall be subject to the following supplementary conditions unless an express agreement to the contrary is made in writing in a specific case (→**Clause 1.3**). The conditions shall apply likewise, without an express agreement, to all future transactions between the parties in connection with technical services.
- 1.2 Our Terms and Conditions shall also apply in the event that we render a service without reservations, or accept payments, in awareness of adverse or deviating conditions on the part of the customer. Supplementary or adverse Terms and Conditions of the customer shall only be applicable if these have been expressly acknowledged by us in writing.
- 1.3 **In any event, individual agreements with the customer concluded in specific cases (including collateral agreements, supplements and amendments) shall take priority over these Terms and Conditions.** A written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.4 Our Terms and Conditions shall apply solely vis-à-vis entrepreneurs, public legal entities and special funds under public law.
- 1.5 To the extent that these Conditions provide for the written form, this provision shall also be deemed fulfilled in the case of communication by fax or electronic data transmission, e.g. email.

2. Scope of services

- 2.1 Unless otherwise agreed in specific cases, our technical services shall include independent appraisal without binding instructions; inspection; testing of the plant, components and systems (service objects) previously specified by the customer, and technical support where appropriate. Beyond this, only services that have been agreed in writing will be performed (→Service contract).
- 2.2 Unless otherwise agreed, we shall neither owe nor guarantee concrete success.
- 2.3 The customer shall determine, on his sole responsibility, the nature and extent of the recommended or agreed measures and the time at which they are to be carried out. This shall continue to apply even if we subsequently supervise the implementation of agreed plans or measures by the customer from the technical point of view.

3. Obligations of the customer to cooperate

- 3.1 In order to permit performance of the services, the customer shall ensure us unimpeded access to the service objects and provide us, free of charge, with storage facilities for equipment, accessories etc. during performance of the services.
- 3.2 The customer shall ensure that all the technical installations necessary for performance of the services (e.g. Internet/telephone connections) are operational and make these available to us to a reasonable extent and free of charge during the assignment.
- 3.3 The customer shall assist our assignment with suitable technicians or employees who will remain available to

us on the spot, free of charge, for the duration of our services.

- 3.4 Furthermore, the customer shall provide, free of charge, the technical equipment, tools, and all the necessary raw materials and expendable items required for performance of the services.
- 3.5 The customer shall ensure that conduct of the services and the work connected therewith can start immediately upon our arrival and continue without interruption until such work and services are finished. Any waiting time shall be charged to the customer.
- 3.6 The customer undertakes to confirm the services performed in writing on the service records submitted by us as appropriate.

3. Service contract

- 3.1 Our offers shall in all cases be subject to change unless we state a period of validity that is binding for us.
- 3.2 A service contract shall not come about until we (i) expressly confirm the customer's order in writing or (ii) carry out the service without separate confirmation by way of exception.
- 3.3 In the case of 3.2 (i) our written confirmation shall be decisive for the content of the service agreement unless the customer has objected, in writing, immediately after receipt of the confirmation. In the case of 3.2 (ii) our offer shall be decisive.

4. Dates and deadlines; force majeure

- 4.1 The date stated in the written confirmation of the order shall be decisive for performance of the service.
- 4.2 Should an agreed deadline be exceeded for reasons for which we are responsible, the customer shall set us, in writing, a reasonable grace period for performance of the service. In the event of force majeure, that is: unforeseeable occurrences which are beyond the control of the parties and therefore inevitable such as war, civil war, riots, insurrection, acts of terrorism, natural and environmental disasters such as earthquakes, floods etc., reactor accidents, outbreak of an epidemic, or other obstacles to performance for which we are not responsible, we shall be entitled to postpone performance of the service for the duration of the interruption and a reasonable startup period thereafter. Should the occurrence be more than a temporary obstacle to performance, or should the interruption due to force majeure continue for longer than four weeks, the parties shall be entitled to withdraw from the contract. In this case the customer shall not be obliged to pay the relevant (partial) consideration, and the down payment already made shall be returned to him without delay; this shall not constitute a claim to compensation.

5. Remuneration; prices; payment; invoicing

- 5.1 Unless otherwise agreed in individual cases, the services shall be remunerated on a time basis according to the daily rates agreed in the offer (one day being the equivalent of 8 hours).
- 5.2 Our prices are net prices and exclusive of the statutory national value-added tax applicable in each case.

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5.3 Unless otherwise agreed in a specific case or stated on the relevant invoice from us, payments shall be made by the customer in advance (cash in advance).

5.4 We reserve the right to send our invoices by electronic means (email or De-Mail, computer fax or fax server) instead of on paper.

6. Liability

6.1 The customer shall decide independently and on his own responsibility whether to implement the technical recommendations given.

6.2 Any liability for or guarantee of the success of the recommended measures is excluded. This shall also apply even if we only supervise the implementation of agreed or recommended plans or measures.

6.3 We accept no liability whatever for any losses or damage resulting directly or indirectly from use of this recommendation or the information contained therein.

6.4 Claims for damages on the part of the customer, on whatever legal grounds, are excluded unless liability is mandatory. That is the case, for example, in the event of loss of life, bodily injury or damage to health, also intent, gross negligence or breach of significant contractual obligations, fulfilment of which is essential to enable proper execution of the contract and which the customer can normally expect to be met, caused by us, our legal representatives or vicarious agents; furthermore, if liability exists according to the (German) Product Liability Act or to the extent that we have expressly guaranteed the attributes of an object (Art. 443 BGB [German Civil Code]) or accepted a procurement risk. This shall not entail a shift in the burden of proof to the disadvantage of the customer.

6.5 Our liability in the event of gross negligence or negligent breach of substantial contractual obligations shall be limited to the predictable damage typical of contracts.

6.6 In as far as our liability under the above provisions is limited, this shall also apply to the personal liability of our salaried and wage-earning employees and other workers, legal representatives and vicarious agents.

7. Applicable law/place of jurisdiction

7.1 The relations between us and the customer shall be subject to the laws of the Federal Republic of Germany. The UN Sales Law (C/SG) and other interstate or international agreements, including those of the future, shall not be applicable even after their incorporation into German law.

7.2 The place of jurisdiction for all and any disputes in connection with the performance of our services shall be Hamburg or the place of the customer's registered office, at our discretion; for actions by the customer it shall be exclusively Hamburg. Legal regulations concerning exclusive competence shall remain unaffected.