

General Terms and Conditions for Contract for Work and Services with Customers of Rath Sales GmbH & Co. KG - No applicability of the VOB/B [Construction Contract Procedures]

1. General provisions – scope

1. These Terms and Conditions apply only in relation to entrepreneurs, legal entities of public law or public-law investment funds in the definition of Sec. 310 BGB [Civil Code].

For the purpose of these Terms and Conditions, such persons or entities are hereinafter referred to as “Client.”

2. We reserve the right to change the GTC at any time. The GTC in the valid version apply as of the date on which they are published on the website of Rath GmbH <https://www.rath-group.com/published/> or specified in the contract.

3. Our General Terms and Conditions apply exclusively; we do not accept any terms and conditions of the Client, which add to, oppose our deviate from our Terms and Conditions, unless we have expressly agreed to them in writing. Our Terms of Sale also apply when we make unconditional delivery to the Customer in knowledge of the opposing, additional or deviating terms of the Customer that deviate from our Terms of Sale.

Apart from the following Terms and Conditions, exclusively the statutory regulations shall apply.

Furthermore, in particular, the statutory provisions of the German Civil Code apply. No applicability of the VOB/B [Construction Contract Procedures] is agreed.

4. All agreements for the execution of this contract, which are concluded between the Client and us for the purpose of the performance of this contract, are documented in writing in this contract and in these Terms and Conditions.

5. Our Terms and Conditions shall also apply to future transactions and contracts of any kind with the Client.

6. The sole property and copyright on cost estimates, drawings, brochures, work sheets, etc. shall remain in our entitlement and must not be made accessible to third parties, not even in excerpts, without our agreement. If authorities require the documents for justified reasons, we shall declare the agreement to the transfer of the documents.

7. Regarding the object of the contract, we reserve making changes to the legally permissible extent. In particular, we reserve the right to modify the design and shape during the delivery period in the interest of technical progress.

If contractual services are promised and their implementation depends on official approvals, changes may be made for the purpose of obtaining the official approvals. All changes to the contract after the conclusion of the contract may be considered in other respects only if any extra costs incurred from this are assumed by the Client and if the Client grants us sufficient time for this purpose.

8. Besides these Terms and Condition, the technical conditions documented in the quotation, or the contract shall apply as well as requirements we explicitly refer to herein.

II. Award of contract

1. Our tenders are submitted subject to changes until we receive the award of contract.

2. On the order of a work, the Client bindingly declares that it intends to award the contract.

We have the right to accept offers within 2 weeks from receipt by us. The acceptance can be declared either in writing or by handover of the work to the Client.

3. The services to be performed are specified in the order confirmation and the expected completion date is stated. The Client shall receive a copy of the contract confirmation. Price specifications in the order letter may also be given regarding the items coming into

consideration by reference to the price lists and work catalogues made accessible in our offices.

4. If we cannot meet binding order deadlines for reasons outside of our responsibility, we shall inform the Client thereof immediately. This shall apply in cases of incorrect and late supply to ourselves from our upstream suppliers. If the service is not available within the new contract period either, we shall be entitled to fully or partly withdraw from the contract; any consideration already paid by the Client shall be refunded by us without delay. Deemed a case of the unavailability of the service in this sense is in particular belated supply to us by our subcontractors, if we have concluded a congruent covering transaction, or if neither the subcontractor nor we are at fault, or if we have no procurement obligation in the specific case.

III. Cost estimate/Preparations

1. If the Client requests a binding price quotation, a written tender is required; it shall itemise each of the works and the materials required for completion of the work and indicate the price for each. We shall be bound by the tender until the end of eight weeks after its submission.

2. Preparations such as the drafting of service specifications, project documents, plans, drawings, etc. , which may be requested by the Client, must be subject to remuneration based on an agreement concluded.

3. If a contract is awarded based on a tender, the costs for invoiced preparations shall be included in the contract invoice. The total price, in particular for the calculation of the order, may be exceeded only with the Client's agreement.

IV. Object of contract

1. The Client shall transfer to us the performance of the work according to the contract for work and services concluded between us and the Client.

2. The Client shall appoint a person, who is responsible for the supervision of the work at the construction site and who is simultaneously a representative of the Client.

3. This representative shall be entitled to contract additional services and work against hourly wages in the event of contract changes with a value of up to 10% of the net contract sum.

V. Changed services and additional services

1. We are obligated to execute changed and/or additional services on the Client's request if these become required for the performance of the contractual services. This shall not apply if our company is not organised for this. Our remuneration shall be determined based on the price assessment for the contractual services, in consideration of the costs of the required services.

2. We shall notify the Client of our additional claim for remuneration before the execution of the additional services. The agreement on the remuneration for the changed or additional service shall be made prior to the execution. If we fail to make the agreement on remuneration, the Client may set it at its equitable discretion.

VI. Remuneration/ Instalment payments/ Discounts

1. Depending on the scope of the project, we shall agree on instalment payments depending on the progress of delivery or performance. These payments shall be due for payment, in each case, at the latest 10 days after the respectively agreed performance level was reached.

2. If a discount agreement is made in the individual case, this amount shall be deductible from the payment, provided that the invoice issued according to the contract or the instalment payment is paid in full within the period applicable to this.

3. The agreed discount period shall begin on receipt of the invoice by the Client.

4. Payment will be deemed made on time when cash is received by us within the discount period or when the transferred amount is credited to our account within the period.

VII. Security deposit

1. In the case that a security deposit is agreed, the following applies:

We are justified in this case to replace the security deposit by provision of an unconditional and irrevocable guarantee from a credit institution or credit insurer approved in the European Union.

2. The Client shall return the guarantee without delay directly after expiration of the warranty period. If the Client does not return the guarantee for defects on time, it shall be obligated to bear all the costs incurred due to the belated return.

VIII. Further services provided by the Client

1. The Client undertakes to provide the following:

It shall ensure that the required acceptances and approvals from authorities are provided. It undertakes to this end to obtain the required acceptances and approvals and bear the costs and fees incurred for this purpose.

2. The Client shall review all documents provided and yet to be provided by the Contractor or in its name for completeness and substantive and professional appropriateness.

3. The Client undertakes to support the work required for the production of the work. In particular, the Client shall create all conditions

within the sphere of its operations free of charge, which are needed for the production of the work. Work rooms must be accessible during the business hours and the required equipment must be made available. Test data and other information must be provided on time.

IX. Withholding and set-off

1. The Customer has a right to set-off only if its counterclaims have been established as final and absolute, or if they are uncontested or have been acknowledged by us.

2. The Customer may exercise its rights of withholding only if its counterclaims originate from the same contractual relationship or instead if its claims are uncontested or have been established as final and absolute.

X. Assignment/Transfer

1. The assignment of claims against us requires our written agreement. However, we shall not refuse the agreement without good cause.

2. We are entitled to assign claims under this contract to third parties. In addition, we are authorised to transfer the rights and duties arising from this contract to a third party if the third party assumes all rights and duties from this contract to the full extent.

XI. Execution deadlines

1. The start of the works is stated in the contract for work and services and the other provisions agreed between the Parties.
2. If the Parties agree binding completion dates, these shall be marked as such.

XII. Acceptance/Due date

1. The Client is obligated for acceptance of the correctly produced work.
2. Acceptance shall take place by receipt of the work absent complaint. This shall be deemed having taken place if the Client does not notify of defects of the work or of the work's absent compliance with the contract within 14 days from the handover. The complaint requires the written form.
3. The agreed price shall be due on expiration of the aforementioned period.

XIII. Warranty

1. We grant warranty for defects of the work, at our choice, by either reworking or replacement if the Client requests subsequent performance.
2. If we refuse fulfilment seriously and finally, or refuse the rectification of the defect and

subsequent performance, or if the subsequent performance fails or is unacceptable to us, the Client, at its choice, may demand reduction or withdraw from the contract.

3. The Client's right of withdrawal shall not apply if only a minor discrepancy from contract is present or if we have no fault for the breach of duty constituted in a defect.

4. The condition for our warranty for defects is that the defect is not merely a minor defect.

5. We may refuse subsequent performance for as long as the Client has not fulfilled its payment obligations to us to the full extent, which is equivalent to the defect-free part of the performed service or the performed work.

6. No warranty for damages caused by the following reasons is granted:

Unsuitable or improper use, defective assembly by the Client or third parties, natural wear and tear, improper or negligent handling by the Client or third parties, unsuitable operating equipment, defective construction works, unsuitable building ground, replacement of materials, chemical, electronic or electrical influences (provided we are not responsible for them), improper modifications or repair works performed by the Client or third parties without our prior approval.

7. Unless stated otherwise below, further claims of the Client, regardless for what legal reason (in

particular, damage compensation claims from breach of collateral contractual duties, impermissible and other tortious acts, and claims for the compensation of expenses) are excluded; this shall apply in particular to claims for damages outside of the factory, and to claims for the refund of lost profit.

8. The liability exclusion defined in Section XIII.7 shall not apply if an exclusion or a limitation of liability for damages arising from the injury to life, body or health is agreed, which is based on a culpable breach of duty on our part or by our legal representative or vicarious agent.

In the case of a culpable breach of an essential contractual duty or cardinal duty, our liability shall not be excluded but be limited to the predictable damage that is typical for the contract.

The liability exclusion shall furthermore not apply to cases in which liability applies to personal injury or property damages on privately used objects pursuant to the Product Liability Act in the case of faults of the work.

It shall also not apply if a guarantee is granted or an assurance of property and conditions if a defect covered precisely thereunder would trigger our liability.

A guarantee or assurance in the sense of raising liability or assumption of a specific obligation to assume liabilities shall apply only as given if the

terms guarantees and assurance are expressly named.

9. Rights of the Client for defects shall lapse by limitation one year from acceptance. The one-year liability period shall not apply to buildings or objects, which have been used according to their regular use for a building and have caused the defectiveness of the building; in that case, limitation shall occur only after five years.

Claims to the reduction and exercise of a right of withdrawal are excluded if the claim for subsequent performance has lapsed by limitation.

10. The one-year limitation period shall also not apply if we are accused of gross negligence nor in the case of any physical injuries or injuries to health attributable to us, even including the loss of life of the Client nor in cases of fraudulent concealment by us.

XIV. Limitations of liability

1. We refer to Section XIII.7 and XIII.8 regarding all liability claims for warranties of defect.

2. For the rest, the following applies:

If in consequence of omitted or deficient implementation or based on suggestions and consultations present before or after the

conclusion of the contract and other contractual collateral duties, the work cannot be used in accordance with the contract, the aforementioned provisions in XIII.7 and XIII.8 shall apply analogously to the exclusion of further claims of the Client.

3. The following provisions shall apply to breaches of duty outside of warranty for defects and they shall neither exclude nor limit the statutory right to withdrawal. To this end, the following applies in addition:

The Client may withdraw from the contract if the entire service becomes finally impossible; the same applies in the case of incapacity.

The Client may also withdraw from the contract on the whole if, in an order of identical items, the workmanship of a part of the service becomes impossible in terms of the quantity at our fault and if the Client has no interest in the part performance; if this is not the case, the Client may reduce the consideration accordingly; the right of withdrawal shall not apply in cases of immaterial breaches of duty.

4. If a delay in performance is present and if the Client grants us an appropriate period for performance after reasoning the delay and if this grace period is not kept, the Client shall be entitled to withdrawal. In the case of partial delay of performance, sent. 1 shall apply accordingly. If a different execution of the work in any point is requested by the Client before delivery, the

performance period shall be suspended until the day of an agreement on the execution and be extended by the period of time required for the different execution.

5. Withdrawal is excluded if the Client is responsible on its own or primarily on its own for the circumstance entitling it to withdrawal or if the circumstance in our responsibility occurs at the time of the Client's acceptance delay.

6. Further claims of the Client regardless of the legal reason (in particular, such arising from breach of contractual collateral duties, default, impossibility, tortious act) are excluded; this shall apply in particular to claims arising from damages outside of the work and claims for the refund of lost profit; included are claims, in particular, which are not based on the defectiveness of the work.

This shall not apply insofar as the cause of the damage is based on intent or gross negligence on our part or on part of our legal representatives or vicarious agents. This shall also not apply insofar as it concerns damages from culpable injury to life, body or health. We also exclude liability in case of an assumption of a guarantee if a breach of duty precisely covered therein triggers our liability.

If an essential contractual duty or cardinal duty is culpably breached, our liability shall not be excluded but be limited to the predictable damage that is typical for the contract. A guarantee or assurance in the sense of raising liability or

assumption of a specific obligation to assume liabilities shall apply only as given if the terms guarantees and assurance are expressly named.

XV. Termination

1. In observation of the provisions in these Terms, the contract for work and services may be terminated in accordance with the statutory provisions of the Civil Code.

2. The right of the Parties of extraordinary termination of the contract for good cause remains unaffected from this. In particular, each Party may terminate the contract if the performance of the contract or the purpose of the contract is put at risk by culpable action by the other Party so that the terminating Party cannot be reasonably expected anymore to maintain the contractual relationship.

3. In the event of a premature end of the contract by termination or for other reasons, we shall have a right to be paid the wage for the work performed by us. To this end, we shall demonstrate, assess and separate this work from services to be performed in accordance with the case law of the Federal Court of Justice.

4. If we demand remuneration for services not performed, we shall also demonstrate these and indicate whether and, if so, which expenses we have saved due to the termination of the contract.

5. The statutory distribution of the burden of proof shall remain unaffected by the above provisions.

XVI. Data protection clause

The Parties shall observe the applicable national and international laws and regulations at all times regarding the protection of (personal) data, in particular the European General Data Protection Regulation (Directive (EU) 2016/679). The Parties are obligated to conclude further data protection agreements if necessary.

XVII. Credit check

1. We are entitled to obtain information from a general credit protection agency or credit reporting agency, which serves for the protection of the credits given to parties incapable of payment and information about data and on the borrowing and due processing of credits.

2. We may additionally transfer data from the Client resulting from this contractual relationship to the general credit protection agency or credit reporting agency. Any data transmission of this kind shall be made only to the extent that this is necessary to protect our legitimate interest and the Client's interests in need of protection are not impaired by this. For this purpose, we are entitled to inform the general credit protection agency or credit reporting agency of the data indicated in the contract by the Client.

3. The Client shall fill out the forms provided for this purpose on a voluntary basis if the information goes beyond the name and address of the Client.

obsolete, must be regarded as outdated or impracticable in consequence of changed conditions.

XVIII. Final provisions

1. Changes and amendments to this contract have not been made.

2. The law of the Federal Republic of Germany applies.

3. The exclusive place of jurisdiction for all disputes arising from this contract is the place of our registered office. The same applies if the Client does not have a general place of jurisdiction in Germany or if its residence or place of habitual residence are unknown at the time when the lawsuit is filed. However, we are also entitled to file suit at the place of the Client's headquarters.

4. If individual provisions of the contract with the Customer, including these General Terms and Conditions should be or become fully or partly invalid, the validity of the remaining provisions shall not be affected by this. The fully or partly invalid provision shall be replaced by a provision, which comes closest to the economic outcome of the invalid provision.

The same applies analogously if an omission in provisions becomes apparent in the course of performance or if a provision has become