

General Terms of Installation

1.0 Scope of application, scope of installation work, applicability of terms of delivery

- 1.1 The following terms and conditions apply to all installation work (hereinafter General Terms of Installation) executed by Schleuniger GmbH (hereinafter the Contractor) for the Orderer now and in the future. The General Terms of Delivery of the Contractor shall apply by way of supplement unless otherwise regulated in the following terms and conditions. The General Terms of Export apply by way of supplement for export business.
- 1.2 The scope of installation work shall be based on the mutual written declarations of the parties or, if such are not available, on the Contractor's written confirmation of order.
- 1.3 Protective devices and accessories shall be delivered and installed only if this has been expressly agreed in writing.
- 1.4 The Contractor retains unrestricted property rights and copyrights regarding all assembly drawing and other documents. These documents may be provided to third parties only with the prior consent of the Contractor.

2.0 Terms of price and payment

- 2.1 The installation price is calculated on the basis of time required in accordance with the Contractor's relevant current charge rates, unless a lump sum has been expressly agreed as price.
- 2.2 All prices and charge rates are net amounts; turnover tax will be added where necessary.
- 2.3 The Contractor is entitled to demand payments on account according to progress of the installation work.

3.0 Installation with individual charging

If individual charging is agreed the following shall apply:

- (a) The Orderer shall remunerate to the Contractor the amounts agreed at the time the order was placed for work and additional payments for overtime, night work, work on Sundays and public holidays, for work under difficult conditions and for planning and supervision work. Time spent in preparation, travelling, waiting and checkbacks is also considered working time.
- (b) Travelling costs and daily allowances for the working time and for days of rest and public holidays shall be remunerated separately.

4.0 Retention of title

All installation sections included in the scope of delivery shall remain the property of the Contractor until all the Contractor's claims against the Orderer from the business relationship have been fulfilled. The General Terms of Delivery/General Terms of Export of the Contractor shall apply accordingly.

5.0 Completion date, delay, force majeure

- 5.1 The completion date shall be considered fulfilled when at the due deadline the installation work is ready for acceptance by the Orderer (section 7) or, if testing is contractually agreed, when this testing is ready for execution.
- 5.2 If the installation work is delayed by force majeure, the period of completion shall be extended by a suitable period. This shall also apply if these circumstances arise while the Contractor or his suppliers are in delay.
- 5.3 If the Orderer incurs damage due to delay on the part of the Contractor, the Orderer shall be entitled, with exclusion of further claims, to demand a lump sum by way of compensation. This lump sum shall be 0.5 % for each full week of delay, but at most 5 % of the

installation price for that part of the plant to be assembled that cannot be used in time due to the delay. Section 9.3 shall apply accordingly.

- 5.4 If the Orderer grants the Contractor in default of delivery a suitable additional period of fulfilment with the express declaration that installation work shall be rejected after this period has expired, the Orderer shall be entitled to withdraw from the contract if this additional period expires without fulfilment. This shall not affect the exceptional circumstances provided in law by which stipulation of an additional period is unnecessary. All further claims, with the exception of those provided under section 9, are excluded.
- 5.5 If installation work is destroyed or deteriorates before it can be accepted through no fault of the Contractor, the Contractor shall be entitled to demand the installation price less any saved expenses. The same shall apply in the case of any impossibility of performance for which the Contractor is not responsible. The Orderer shall be entitled to demand repeat installation work only if and to the extent that this is reasonable for the Contractor in view of any other contractual obligations he may have. The renewed installation work shall be provided on the basis of the original agreement prices.

6.0 Technical assistance and other performance by the Orderer

- 6.1 The Orderer shall support the installation personnel in carrying out installation work at his own cost.
- 6.2 The Orderer shall specifically undertake at his own cost and punctually order the following:
 - (1) all necessary suitable personnel (a sufficient number of masons, carpentry work, fitters, other specialists along with the necessary tools);
 - (2) all earthwork, concrete, construction, mortising, scaffolding, plastering, painting and other external extra work, including the required materials;
 - (3) all required equipment and materials required for installation work and start-up;
 - (4) energy and water, heating, lighting, including the necessary connections to the site of use;
 - (5) suitable facilities for safe storage of equipment, materials, tools etc.; the Orderer shall also in other cases take the same appropriate measures to protect the assets of the Contractor and the installation personnel on the construction site that he would take to protect his own assets;
 - (6) protective clothing and protective devices that are necessary due to the special conditions on site and that are not standard for supplies for the Contractor's work.
- 6.3 Before installation work commences, the Orderer shall voluntarily provide the necessary data regarding the position of hidden electricity, gas and water connections or similar installations and the necessary statics data.
- 6.4 Before installation or assembly work commences, the prior delivery section necessary for commencement of work must be present at the site and all masonry, carpentry and other work required before construction commences and that is not to be performed by the Contractor must have progressed to a stage that installation or assembly work can be commenced as soon as the installation personnel arrive and thereafter be continued without interruption.
- 6.5 If installation or start up work is delayed by some circumstances for which the Contractor is not responsible, the Orderer must bear to a suitable extent the costs of waiting and other necessary travelling of installation personnel.
- 6.6 The Orderer shall certify the working time performed by the Contractor's installation personnel according to his best judgement on a daily basis. The Orderer is furthermore obliged to issue immediately to the installation personnel a written confirmation of completion of installation or assembly work.
- 6.7 If the Orderer fails to fulfil his obligations pursuant to sections 6.1 - 6.6, the Contractor shall be entitled, with reservation of his other rights, to carry out these obligations himself or have them carried out at the cost of the Orderer.

To Be Precise.

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7.0 Receipt of delivery, acceptance

- 7.1 Delivered goods shall be received by the Orderer, even if they are the subject of complaint. Part deliveries are also possible.
- 7.2 The Orderer is obliged to accept the installation work as soon as he has been informed of its completion and a contractually agreed trial has been carried out. If the installation work is found to be inconsistent with that agreed, the Contractor shall be obliged to remedy the fault at his own cost. If the fault is not substantial, the Orderer shall not be entitled to refuse acceptance of the work if the Contractor has expressly recognised his obligation to remove the fault.
- 7.3 If acceptance is delayed through no fault of the Contractor, acceptance shall be considered effected after a period of two weeks of notification that the installation work is completed has expired.
- 7.4 The Contractor's liability for recognisable faults shall expire with acceptance of his performance unless the Orderer has reserved a right to claim for a certain fault.

8.0 Warranty

- 8.1 The Contractor is responsible for faults that appear within twelve (12) months of acceptance of installation work, without prejudice to any other claims of the Orderer for removal of faults (except those pursuant to sections 8.6 and 9).
- 8.2 The Orderer shall inform the Contractor immediately when any faults are established.
- 8.3 The Contractor shall not be responsible for faults that were caused by the Orderer or that impair the Orderer's interests only to a slight degree.
- 8.4 If the Orderer or a third party carries out unprofessional modifications or maintenance work without the prior consent of the Contractor, the Contractor shall not be responsible for any resulting damage. In the case of impending danger, the Orderer can remove a fault himself or have it removed by a third party – provided he has informed the Contractor in advance and obtained his consent - and demand from the Contractor compensation for the resulting costs provided these are reasonable. This shall apply, however, only in cases of impending major damage or danger to the Orderer's personnel or material and provided the Orderer informs the Contractor of such measures immediately.
- 8.5 For costs arising directly from the removal of a fault, the Contractor shall bear - provided the complaint is proved to be justified - the costs of replacement and transport and costs of removal and installation, including costs of all necessary fitters and assistants and the relevant travelling expenses.
- 8.6 If the Contractor fails to remove a fault through his own fault within a suitable period for remedy set by the Orderer, the Orderer shall be entitled to reduce the price. This shall not affect the exceptional circumstances provided in law through which stipulation of an additional period is unnecessary. This right shall also apply in other cases where attempts to remove the fault have been unsuccessful. Only if performance of the installation work is evidently of no interest to the Orderer despite the reduction in price will the Orderer be entitled to cancel the agreement after announcing this intention in advance.

9.0 Other liability of the Contractor, exclusion of liability

- 9.1 If delivered plant parts are damaged through the fault of the Contractor, these parts shall be repaired or replaced at the discretion and cost of the Contractor.
- 9.2 If, for reasons for which the Contractor is responsible, the Orderer is unable to use the assembled object due to failed or faulty execution of suggestions or advice provided before or after completion of the agreement or other contractual secondary obligations - specifically operating and maintenance instructions, the regulations pursuant to sections 8, 9.1 and 9.3 shall apply accordingly, with all other claims by the Orderer being excluded.
- 9.3 Apart from the claims allowed in these terms and conditions, the Orderer shall not be entitled to any further claims against the Contractor for compensation; the Orderer shall specifically not be entitled to make claims for compensation, including from any non contractual liability or other rights due to disadvantages incurred in connection with the installation work. Liability is limited in each case to damage cases typical for this business agreement and that can

reasonably be anticipated. This exclusion of liability shall not apply in the case of malice aforethought, gross negligence on the part of management or executive personnel or in the case of culpable infringement of essential contract obligations. In the case of culpable infringement of essential contract obligations, the Contractor shall be liable only for damage cases typical for this business agreement and that can reasonably be anticipated, except for cases of malice aforethought for gross negligence on the part of management or executive personnel. This exclusion of liability shall moreover also not apply in cases in which the Contractor is liable for injury to persons or material damage to privately used property in accordance with product liability law. It shall also not apply in cases where special guarantees are provided or in the case of culpable damage to life, limb or health.

10.0 Contractor claims for compensation

If equipment, tools or other property provided by the Contractor for the purposes of installation are damaged or are otherwise lost through no fault of the Contractor, the Orderer shall be obliged to provide compensation for the relevant damage.

11.0 Legal venue, applicable law

- 11.1 All disputes arising from or in connection with agreements on the basis of these General Terms of Installation shall be decided finally by one or more arbitrators appointed in accordance with the composition and arbitration regulations of the International Chamber of Commerce of Paris with exclusion of due recourse to law. Venue of arbitration is Radevormwald, Germany.
- 11.2 Instead of the competent arbitration committee pursuant to section 11.1, the state German courts with jurisdiction for the official place of business of the Contractor shall decide exclusively and binding on the parties when the matter concerns orderers that have their official place of business in a member state of the European Union or in the zone of the European Free Trade Association (EFTA – especially Iceland, Liechtenstein, Norway, Switzerland).
- 11.3 The Contractor is also entitled to appeal to the courts with jurisdiction for the Orderer.
- 11.4 All agreements concluded on the basis of these terms are subject to German substantive law.

12.0 Data processing, former terms of installation

- 12.1 The Contractor and the companies affiliated to the Contractor are entitled to store and process any data arising in connection with business contracts in accordance with German law.
- 12.2 All former general terms of installation are hereby cancelled.

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