

## I. Subject matter of these General Terms and Conditions of Service

The General Terms of Service (hereinafter referred to as "GTS") of ROVEMA GmbH (hereinafter referred to as "ROVEMA") govern all services in connection with the inspection, maintenance, repair and servicing of ROVEMA new machines and/or used machines (hereinafter referred to as "Services"). They apply to services both in Germany and abroad.

## II. Scope of application

- (1) These GTS shall also apply in their respective version as a framework agreement for future Services with the same customer, without ROVEMA having to refer to them again in each individual case; ROVEMA shall inform the customer immediately of any changes to these GTS.
- (2) These GTS apply exclusively. Conflicting, supplementary or deviating terms and conditions of the customer shall not be recognized unless their validity is expressly agreed to in text form. Any deviating terms and conditions of the customer are hereby expressly rejected.
- (3) These GTS shall also apply if ROVEMA performs the services at the customer's premises without making reservations in the knowledge that the customer's terms and conditions are contrary to or deviate from these GTS.

## III. Order placement and conclusion of contract

- (1) The placement of the order for the service by the customer shall be deemed a binding contractual offer. Unless otherwise stated in the order placement, ROVEMA shall be entitled to accept this contractual offer within 4 weeks of its receipt by ROVEMA.
- (2) Acceptance of the customer's contractual offer is generally effected by ROVEMA's order confirmation. ROVEMA is also entitled to implicitly accept the customer's order by commencing the service.
- (3) Contracts, orders and their amendments and supplements must be made in text form. This also applies to amendments and additions to concluded contracts. Transmission by fax or e-mail is sufficient for compliance with the text form requirement.

## IV. Scope of service and performance

When the customer places an order for service by ROVEMA, he simultaneously accepts the following conditions:

- (i) The service shall be carried out by an employee of ROVEMA (hereinafter referred to as "Service Technician") under the responsible technical direction of ROVEMA. ROVEMA undertakes to have the service work carried out professionally by qualified personnel. The Service Technicians shall be subject exclusively to ROVEMA's right to issue instructions, also during the period of service performance.
- (ii) ROVEMA reserves the right to employ third parties (subcontractors) for the service work on the customer's premises. The following statements shall therefore also apply to the use of third parties.
- (iii) Information provided in advance by ROVEMA regarding the duration of the service is based on preliminary estimates. ROVEMA is entitled to exceed the duration of the service by up to 15 % of the originally estimated duration. Should ROVEMA determine during the performance of the service that it will probably be necessary to exceed the originally estimated duration by more than 15 % in order to complete the service, ROVEMA will inform the customer immediately.

- (iv) If, on the occasion of the presence of a Service Technician of ROVEMA, the customer requests the performance of other work, the performance of such work shall require the prior consent of ROVEMA in text form.
- (v) The Service Technician is not authorized to make legally binding declarations in the name of ROVEMA or to make agreements with the customer which deviate from the scope of performance of the concluded contract. The customer must obtain legally binding confirmation from ROVEMA in accordance with Section III. of these GTS for any changes to the scope of services required at the place of performance.
- (vi) In principle, the services do not include any services on machines not manufactured or purchased by ROVEMA, unless ROVEMA has been expressly commissioned to do so. Service Technicians shall only carry out services on machines not manufactured or purchased by ROVEMA if this is expressly covered by the service contract in accordance with Section III. of these GTS.

## V. Customer's obligations

- (1) The customer shall take all necessary steps to ensure that the services can be started on time and carried out without hindrance or interruption. The service technician shall only be called when all preparatory work has been completed. The customer must provide the following conditions in good time at his own expense and risk:
  - (i) The foundations including anchor bolts. The foundations must be load-bearing at the start of the service. Any anchoring on the building side must be arranged by the customer and will not be carried out by the service technician.
  - (ii) Skilled workers and assistants, including at least one experienced person who is already / may later be entrusted with the supervision of the installation. ROVEMA shall not be liable for such workers provided by the customer, nor for their acts or omissions.
  - (iii) The devices and equipment required for the service work (such as lifting gear, scaffolding timbers, ropes, chains, underlays, sealants and lubricants as well as small assembly materials, etc.).
  - (iv) The connections to the assembled machines (electrical, water, air supply lines, etc.)
  - (v) A dry, lockable room for the safekeeping/storage of valuable machine parts and tools for the duration of the service work.
  - (vi) A suitable room with lighting for the service technician to stay in during work breaks as well as sufficient storage space for clothes and washing facilities.
- (2) For safety reasons, a member of the customer's staff must be present when the Service Technician performs service work outside operating hours. The legally prescribed accident prevention measures must be observed.
- (3) The customer is obliged to inform the Service Technician accordingly if special consideration is to be given to the operation or if relevant regulations are to be observed.
- (4) The customer shall ensure that the Service Technician can carry out the services safely and without risk to his health. Service Technicians are entitled to refuse to carry out Services if, in their opinion, safety is not guaranteed.

## VI. Customer's failure to comply with obligations

- (1) Where the customer fails to comply with the obligation as specified in Sect. V in whole or in part, ROVEMA will notify

the customer of the non-compliance and set an appropriate deadline for compliance therewith. If the customer continues to fail, in whole or in part, to comply with the obligation until the deadline set by ROVEMA has expired, and if it is possible for ROVEMA to fulfil the relevant obligations, ROVEMA shall have the right to fulfil these obligations or have them fulfilled by a third party. The costs resulting from the customer's non-compliance shall be borne by the customer.

- (2) If the beginning or the performance of the Services is delayed as a result of the customer's non-compliance with the obligation pursuant to Sect. V, the resulting costs (including, but not limited to, the costs for an additional waiting period and/or for a return journey of the service technician) shall also be borne by the customer, and they will be invoiced at the rate of working hours. Where, due to waiting periods attributable to the customer, a service technician has to travel to the customer's premises again, the customer shall bear the additional costs arising from such travel.

## VII. Liability

- (1) ROVEMA shall be liable solely for all direct damage caused to the legal interests of the customer intentionally or through gross negligence in the performance of the services.
- (2) ROVEMA shall not be liable for loss of profit, such as lost benefits of use, failed expenses, consequential damages, time wasted, loss of production, loss of use, loss of business opportunities or other lost opportunities, financing costs or replacement costs.
- (3) Liability under the Product Liability Act or for damages resulting from injury to life, limb or health shall remain unaffected.

## VIII. Work record

On a weekly basis, the customer shall confirm the working hours and the work performed that the service technician has recorded on a document provided by ROVEMA. On request, the customer shall receive a copy of the document. Since the confirmed document serves as the basis for the subsequent calculation, it is in the customer's interest to verify the correctness of the record. Later objections to the record will not be accepted by ROVEMA.

## IX. Acceptance of the Services

- (1) The customer is obliged to accept the service as soon as he has been notified of its completion and any contractually stipulated proof of function has taken place. If the Service proves not to be in accordance with the contract due to a significant defect, ROVEMA shall be entitled to carry out subsequent improvements or replacement deliveries and then declare readiness for acceptance again. This shall not apply if the defect is insignificant or is due to a circumstance attributable to the customer. If the defect is insignificant, the customer may not refuse acceptance.
- (2) Upon acceptance, the service shall be deemed approved.

## X. Payment conditions

- (1) The Services shall be invoiced on the basis of the time calculation in accordance with the ROVEMA service and assembly rates valid on the date of conclusion of the contract, unless a fixed or lump-sum price has been expressly agreed in writing or the contract was concluded based on a cost estimate marked as binding.
- (2) ROVEMA shall invoice the Services after the services has been completed. In the event that Services have been performed for more than four weeks, ROVEMA reserves the

right to issue an interim invoice. The amount invoiced shall be due immediately, unless otherwise agreed in writing.

- (3) ROVEMA may request advance payments. This will be subject to special provisions contained in ROVEMA's confirmation of the order. Any costs incurred during the provision of the Services that exceed the advance payment will be invoiced in a final invoice after the Services have been completed. Invoiced amounts shall be paid within 14 days of receipt of the invoice.
- (4) Value added tax (or similar local taxes) shall be added to the amount payable by the customer at the applicable statutory rate.

## XI. Offsetting, Retention

The customer may only exercise rights of retention or set-off rights where the customer's counterclaims have been confirmed in an incontestable judgement, are undisputed or have been accepted by ROVEMA. Furthermore, the customer may only exercise a right of retention insofar as the counterclaim is based on the same contractual relationship.

## XII. Lump-sum Services

The statutory provisions governing the contractor's working hours that are applicable in the respective country shall apply to the Services. Where, due to circumstances that cannot be attributed to ROVEMA, the lump-sum Services agreed in the contract are exceeded, the additional costs shall be invoiced in accordance with the current ROVEMA service and assembly rates. This shall include, e. g., waiting periods, multiple travels, production-related adaptations resulting from other plant components, requested production support in multiple-shift operation, etc.

## XIII. Form, applicable law, jurisdiction, language version

- (1) No oral ancillary agreements have been made. Amendments to these GTS shall only be valid if they have been agreed in writing. The written form requirement may also be complied with by e-mail or fax. However, where individual agreements have been made between the parties, these shall take priority.
- (2) This GTS and the contracts/agreements concluded with these GTS shall be governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (3) The place of jurisdiction for any disputes arising from the contractual relation between ROVEMA and the customer shall be ROVEMA's place of business in Fernwald. However, ROVEMA may also bring proceedings before the Court that is competent for the customer. Mandatory statutory provisions governing the exclusive jurisdiction of specific Courts shall remain unaffected by this clause.