

Terms and conditions of assembly and services (Status 01.01.2023)

I. Scope

These assembly conditions apply to assemblies, repairs, instructions (supervising, hands-on training) etc. (hereinafter referred to as "assemblies"), unless deviating agreements have been made in writing in individual cases. Subsidiary agreements and changes require written confirmation.

II. Assembly price, cost reimbursement, billing

1. Assemblies are billed according to the respectively agreed assembly rates of Gabler Maschinenbau GmbH (hereinafter referred to as "Gabler") and, if no agreement has been made, according to the usual market rates, unless a flat rate has been expressly agreed.

The working hours are based on the customer's normal operating hours or on the agreements made with the customer at the start of assembly and may not exceed 10 hours per day. The public holidays that are binding for the federal state of Schleswig-Holstein (Federal Republic of Germany) are deemed to be public holidays subject to a surcharge. If assemblies are carried out outside of Schleswig-Holstein (Federal Republic of Germany), the public holidays there, insofar as they deviate from the public holidays in Schleswig-Holstein and on which work cannot be carried out, are counted as normal working days.

2. Depending on the agreement with the customer, the travel costs incurred by Gabler will be billed on an event-related basis upon presentation of appropriate receipts or as a lump sum. In the absence of an agreement, Gabler is entitled to invoice travel expenses as they actually occur upon presentation of appropriate receipts. For flights lasting less than 6 hours, Gabler is entitled to charge for the costs incurred when using Economy Class; for flights lasting more than 6 hours, Gabler is entitled to charge for the costs incurred when using Business Class. For train journeys of less than 4 hours, Gabler is entitled to charge the costs incurred when using 2nd class and for train journeys of more than 4 hours when using 1st class. Journeys by car are billed according to kilometres at the agreed flat rate and, if a flat rate has not been agreed, at the standard market flat rate.

3. Remuneration and costs will be settled after completion of the assembly. Gabler is entitled, at its own discretion, to issue partial or other interim invoices for assemblies that last longer than four weeks.

4. For non-working days that fall during the assembly time, such as Sundays and public holidays in particular, as well as in the event of absence of the assembly staff due to illness or accident, Gabler is entitled to calculate waiting days according to the respectively agreed or, in the absence of an agreement, the usual market assembly rates. This applies to absenteeism due to illness or an accident if it is not necessary

or not possible for the affected assembly personnel to return immediately on the day the illness or accident began.

5. The assembly refers to the scope of delivery specified in the order confirmation. Agreements between the assembly staff and the customer that deviate from this scope of delivery are only relevant if they are confirmed in writing by a person authorized to represent Gabler. Orders for spare parts or accessories placed with the assembly staff can only be carried out if these are confirmed in writing by the customer to a person authorized to represent Gabler and confirmed by Gabler.

6. Information about the start and the duration of the assembly only represent estimates and are not binding unless non-binding agreements have been made in writing between Gabler and the customer. The start and duration can be changed due to unforeseen circumstances beyond the control of the assembly personnel. Exceeding the specified period of time does not entitle the customer to derive any rights against Gabler. In particular, the customer is not entitled to demand reductions or compensation.

7. If a fixed price has been agreed for the execution of the assembly, this only applies to the uninterrupted assembly. If the installation is delayed or interrupted for reasons for which Gabler is not responsible, the customer must bear all costs incurred as a result. In addition, Gabler is entitled to a correspondingly increased remuneration in this case.

8. If assemblies are commissioned by companies based in the Federal Republic of Germany, Gabler will invoice the customer for the statutory VAT in addition to the assembly rates and costs. If an authority requires sales tax or other charges for assemblies carried out outside of the Federal Republic of Germany, this is to be borne by the customer. The customer must reimburse Gabler for any sales or other taxes or duties paid by Gabler to a foreign authority.

III. Cooperation of the customer

1. The customer must support Gabler's assembly staff as best as possible at his own expense when carrying out the assembly. He is obligated to grant the assembly personnel the assistance required for the assembly work and free access to the assembly site. This also applies to assistance that has not been expressly agreed in advance but is required for assembly, such as the provision of interpreters and assistants, filling out forms and applications, telephone calls and faxes, use of workshops, provision of storage space, etc.

The customer is only entitled to reimbursement of costs for assistance provided if and insofar as an express written agreement has been made between the parties.

2. The customer must take all necessary measures to protect assembly personnel and its property at the assembly site. He has to inform the assembly staff about existing safety regulations, insofar as these are of importance for the assembly staff. He shall notify Gabler immediately of any breaches of safety regulations by the

assembly personnel. If there is no corresponding notification, the customer is liable for all damage caused by the failure to notify.

3. If necessary, the customer supports the assembly staff with the daily journeys between the place of accommodation and the place of assembly as well as with the transport from and to the place of arrival (airport, train station or similar).

4. In the event of illness or accidents, the customer must provide the assembly personnel with the necessary assistance for medical care or hospital accommodation. The customer informs Gabler immediately about the nature and extent of the illness/accident and coordinates all further steps with Gabler.

5. The customer has no right to the provision of specific engineers. After informing the customer, Gabler can recall engineers and replace them with others. If the replacement of an engineer becomes necessary for a reason for which Gabler is not responsible, the customer shall bear the costs incurred as a result.

IV. Customer technical assistance

1. The customer shall provide Gabler with all the devices, tools, equipment, etc. required for assembly and any necessary operating personnel free of charge, unless it has been expressly agreed that these will be provided by Gabler. The obligation of the customer to provide tools free of charge includes, in particular, lifting gear such as round slings, shackles, chain hoists, cranes, forklifts, etc., as well as the necessary items and materials such as nitrogen, compressed air, electricity, water, waste disposal facilities, etc.

2. The Gabler service department and the customer agree on the tools, consumables and assembly materials required for assembly before assembly begins.

3. The assembly area and the installation site must be cleared and freely accessible.

4. The customer shall provide Gabler with all necessary rooms and/or storage areas for the storage of, for example, tools, materials and devices used by assembly personnel free of charge. The rooms and storage areas to be made available must be suitable for their purpose and sufficiently lockable.

5. The customer provides Gabler with free transport options for assembly parts and tools at the assembly site, to protect the assembly site and assembly materials from harmful influences of any kind, as well as options for cleaning the assembly site.

6. The customer is responsible for unloading and transporting all necessary items at his own expense, in particular all material parts and tools from the delivery location to the assembly location and/or from the intermediate storage location to the assembly location, as well as for the professional and proper removal and disposal of the packaging. If the presence of a specialist fitter from Gabler is required for transport or removal of the packaging, the parties shall reach an agreement to this effect with sufficient advance notice. The agreement must also regulate the costs to be reimbursed by the customer to Gabler for the presence of the specialist fitter. In this

case, the specialist fitter assumes an exclusively advisory function. The responsibility for safety measures in particular lies with the customer.

7. The customer shall provide Gabler's assembly staff with suitable, lockable lounges and work rooms free of charge, which are equipped in particular with lighting, washing facilities, sanitary facilities and air conditioning as well as first-aid equipment, a refrigerator and an Internet connection. The customer also provides Gabler with a sufficient number of car parking spaces free of charge.

8. The customer provides Gabler with all materials and equipment free of charge and undertakes all other actions that are necessary to adjust the components to be assembled and to carry out a contractually setting to work.

9. The customer must ensure that the assembly can be started by Gabler immediately after the arrival of the assembly personnel and can be carried out without delay until acceptance by the customer. If special plans or instructions from Gabler are required, Gabler will make them available to the customer sufficiently in advance.

10. The customer bears all costs for the support and assistance, unless the parties have agreed otherwise in writing.

11. If the customer does not meet his obligations, not fully or not as expected, Gabler is entitled, after setting a reasonable deadline, but not obliged, to take over or assert the actions incumbent on the customer in his place and at his expense. Gabler's contractual and legal rights and claims remain unaffected by this.

V. Installation deadline, installation delay

1. The assembly deadline is met if the assembly is ready for acceptance by the customer or, in the case of a contractually setting to work, for its implementation by the end of the period.

2. If the installation is delayed due to external events or measures taken by third parties, which are unforeseeable according to human insight and experience and cannot be prevented or rendered harmless even with the usual commercial diligence (force majeure), for example labor disputes, strikes and lockouts, war, earthquakes and other natural events, official measures or omissions, pandemics or epidemics, the lack of export permits, etc., Gabler has the right to a reasonable extension of the assembly period that corresponds to the duration of the force majeure, insofar as such affect the completion of the assembly corresponds and takes into account the expense of resuming the installation work.

VI. Acceptance

1. The customer is obliged to accept the assembly service as soon as he has been notified of its completion and any contractually provided testing of the assembled delivery item has taken place. A protocol is drawn up about the acceptance, which is to be signed by the customer and the installation personnel. If the assembly does not

prove to be in accordance with the contract, Gabler is obliged to eliminate the remaining points at its own expense in accordance with Section VII. This does not apply if the defect is insignificant or is based on a circumstance that is attributable to the customer, in particular stems from the sphere or area of responsibility of the customer. If there is only an insignificant defect, the customer is not entitled to refuse acceptance. Any defective parts of the services to be provided by Gabler or the material to be used by Gabler or functions of the item to be delivered by Gabler will be noted in the acceptance report.

2. If acceptance is delayed through no fault of Gabler, acceptance shall be deemed to have taken place one week after notification of the completion of assembly. Gabler undertakes to draw the customer's attention to the intended significance of his behavior at the beginning of the period.

3. Gabler's liability for obvious defects ceases upon acceptance, unless the customer has reserved the right to assert his rights with regard to the defect in question.

4. After completion of the order, the assembly personnel must be certified by a responsible employee of the customer on the prepared timesheets for the working hours and materials used.

5. If the customer or one of his representatives is not present after the end of the assembly, so that the assembly personnel cannot confirm working hours and material, the determinations made by the assembly personnel are considered binding.

VII. Claims for deficiency

1. After acceptance of the assembly, Gabler is liable for defects in the assembly, to the exclusion of all other warranty claims by the customer in such a way that Gabler has to remedy the defects (subsequent performance).

2. The customer has reported an identified deficiency in text form.

3. If the customer or a third party intervenes improperly and/or without the prior consent of Gabler in a Gabler delivery item, Gabler's warranty and liability with regard to the delivery items affected by the intervention shall no longer apply. In particular when a change is made to a delivery item by Gabler or in the case of repair work carried out by the customer or a third party.

VIII. Gabler's liability, disclaimer

1. If an assembly part delivered by Gabler is damaged during assembly through Gabler's fault, Gabler has the choice of either repairing it at its own expense or delivering a new one.

2. For any damage that did not occur on the assembly object itself, Gabler is liable without limitation - for whatever reason - according to the statutory provisions in the following cases:

- a) in the event of culpable damage to life, body and health by Gabler, its legal representatives and/or its vicarious agents,
- b) in the event of intentional or grossly negligent breach of duty or fraudulent intent by Gabler, its legal representatives and/or its vicarious agents,
- c) as far as Gabler has given a guarantee,
- d) for claims under the Product Liability Act.

3. Unless there is a case according to Section VIII.3 above, Gabler's liability for all damages and expenses of the customer in the case of simple negligence is excluded, unless an essential contractual obligation (cardinal obligation) was culpably violated. Significant contractual obligations (cardinal obligations) are those obligations the fulfillment of which is essential for the proper execution of the contract and the fulfillment of which the customer relied on and was entitled to rely on. Insofar as Gabler is liable due to a simple negligent breach of essential contractual obligations, Gabler's liability is limited to the amount of the foreseeable damage that is typical for the contract.

5. Insofar as Gabler's liability is excluded or limited in accordance with Section VIII.4, this also applies to the personal liability of Gabler's employees, representatives and vicarious agents.

IX. Statute of limitations

All claims of the customer - for whatever legal reasons - expire in 12 months, unless otherwise agreed in the individual contract. The statutory limitation periods apply to claims for damages in accordance with Section VIII 3b.

X. Replacement services by the customer

If the devices or tools provided by him are damaged at the assembly site through no fault of Gabler or if they are lost through no fault of Gabler, the customer is obliged to compensate for this damage. Damage due to normal wear and tear is not taken into account.

XI. Law and disputes

1. The Parties agree that the validity and interpretation of this Contract and each of its Articles, Annexes and all other documents relating thereto or in connection therewith and parts thereof shall be governed by the laws of Germany.

2. Any dispute arising out of this Contract, which cannot be settled amicably, shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the international Chamber of Commerce, by three arbitrators designated in conformity with those Rules. The arbitration shall be conducted in the English language. The arbitration tribunal shall meet and deliver the award in London.