



General Terms and Conditions for Work/Services and Assembly of INTERROLL Fördertechnik GmbH

1. Scope

1.1. These General Terms and Conditions for Work/Services and Assembly (hereinafter referred to as “**General T&Cs**”) apply exclusively to companies within the meaning of Section 14 of the German Civil Code (*BGB*) i.e. natural persons or legal entities that are acting in the performance of their commercial or independent professional activities (hereinafter referred to as “**Customer**”).

1.2 These General T&Cs apply exclusively to all contracts for work and services as well as contracts concerning the performance of assembly (hereinafter referred to collectively as “**Services**”) concluded between ourselves and the Customer. Differing Terms and Conditions of Purchase or other differing General Terms and Conditions of the Customer shall not apply unless we have expressly acknowledged them in writing. Our silence regarding such differing terms and conditions shall not be deemed in particular to be consent, and this shall also apply to future contracts.

1.3 Our General Terms and Conditions shall apply in place of any General Terms and Conditions of the Customer, also where such Terms and Conditions stipulate that acceptance of an order is deemed to be the unconditional acknowledgement of the Customer's General Terms and Conditions, or where we deliver/perform, after the Customer has indicated the validity of the Customer's General Terms and Conditions, unless we have expressly waived the validity of our General Terms and Conditions vis-à-vis the Customer.

1.4 If framework contracts or other contracts have been concluded with the Customer, these shall have precedence. They shall be supplemented there by these General T&Cs unless more specific provisions have been agreed.

2. Information, advice, quotations

2.1. Information and advice prior to entering into a contract concerning our Services shall be provided solely on the basis of our experience to date. Unless otherwise agreed, the values specified in this context shall be deemed average values.

2.2. Reference to standards, similar technical regulations and technical information and descriptions in quotations and brochures shall represent a specification of properties of our Service only when we have expressly declared them to be a property of the Service. These are otherwise non-binding, general specifications.

2.3. Specific properties of our Service shall in principle only be deemed to be warranted by us if we have expressly confirmed this in writing. The Customer shall not receive guarantees in the legal sense from us.

2.4. If the Customer requests binding pricing information, this shall require a written quotation from us. This quotation shall specify the Services and the works required to produce the work or the Services to be performed by us and indicate the respective price.

2.5 The Customer must inform us in writing in due time prior to conclusion of the contract (see Art. 3 below) of any special requirements of our Services.

3. Conclusion of the contract, written form, amendments

3.1 Our quotations are subject to change until award of the contract. They are requests for the Customer to submit a purchase order. By submitting the purchase order/accepting our quotation, the Customer is placing a binding order with us for the performance of the Services quoted. We shall be bound by our quotations until the expiry of 2 weeks after their submission.

3.2 All agreements, collateral agreements, assurances and amendments of contracts shall only be valid when given in writing. This

shall also apply to the waiver of the written form agreement itself. The precedence of the individual agreement (Section 305b *BGB*) shall remain unaffected.

3.3. The assumption of a procurement risk and/or performance risk is not based solely on the assumption of the obligation to perform the Services.

3.4 The Customer can request changes to the content and scope of the Services. We shall, if the changes are not only insignificant, determine the delays arising and the additional cost as a result of the requested changes and shall notify them to the Customer. We shall subsequently agree on a corresponding contractual adjustment with the Customer. If we do not reach an agreement with the Customer, we shall have the right, except for the cases in paragraph 3.5 below, to reject the Customer's change request. All changes to Services shall be laid down before the start of execution in a written supplementary agreement, in which the additional remuneration and any changes in timing (see paragraph 4.3) are to be recorded.

3.5 If performance of the Service is delayed at the Customer's request or for reasons for which the Customer is responsible, we shall have the right, beginning upon expiry of the period set by the written notice of readiness, to carry out storage and to invoice the costs incurred thereby at 0.5 % of the net invoice amount of the stored products for each month or part thereof. The assertion of further rights shall remain unaffected. The right is reserved for the Customer to prove that no costs or considerably lower costs were incurred.

4. Service time, completion dates, default in service and delivery

4.1 Binding service and completion dates and periods must be expressly quoted and agreed in writing. We shall make every effort to comply with service dates and periods that are not binding or approximate (approx., about etc.).

4.2 Service periods shall begin upon receipt of the purchase order/acceptance of our quotation but not before all details about the execution of the order have been clarified and all other obligations to cooperate to be fulfilled by the Customer have been met; the same shall apply to completion dates.

4.3 If the Customer has requested changes after placing the order, a new service period shall begin upon agreement of the change. In the above case, agreed service and completion dates shall be extended according to the supplementary agreement (see paragraph 3.4) by the period required from an objective point of view to implement the change.

4.4 Services may be provided before the agreed time. We have the right to provide partial services. In the absence of other written agreement, interest in our Service shall cease only if we fail to provide material parts or provide them with delay.

4.5 We shall not be in default as long as the Customer is in default in fulfilling obligations or cooperation (see Art. 6) vis-à-vis ourselves.

4.6 If the Customer incurs damage as a result of our default, the Customer shall be entitled, to the exclusion of further claims, to require compensation for default. It shall amount, for each full week of delay, to 0.3 % but as a whole to not more than 3 % of the net price for that part of the total service which, as a result of default, cannot be used in due time or not according to the contract. Further compensation from us for damage as a result of delay shall be excluded. This shall not apply in the case of an intentional or fraudulent act by us, in the case of damage due to injury to life, limb or health and in the case of default where a fixed-date transaction has been agreed within the meaning of the law.



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5. Delivery subject to own receipt of delivery, force majeure and other obstructions

5.1 If, despite proper stocking, we do not receive Services or deliveries from our sub-suppliers/sub-contractors, they are incorrect or not in due time, for reasons for which we are not responsible, or events of force majeure occur, we shall notify the Customer of this in due time in writing. In such case, we shall have the right to postpone performance of the Services for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a performance risk. Events of force majeure are strikes, lockouts, official intervention, epidemics or pandemics, energy shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by us.

5.2 If a service date or a completion period has been agreed with binding force and if the agreed service date or the agreed completion period is exceeded due to events according to paragraph 5.1, the Customer shall have the right, after a reasonable grace period has elapsed without effect, to rescind the contract for the part not yet fulfilled.

6. Customer's obligations to cooperate

6.1 The Customer undertakes to provide all cooperation required by us for the performance of the agreed Services according to the contract.

6.2 Special requirements of the Customer shall be indicated in our quotation. The Customer shall be obliged, however, in particular to grant us to an appropriate extent at the agreed times secure access to the Customer's business premises or to the construction site as well as access to other facilities, materials provided, information or documents which we require to fulfil our contractual obligations. The Customer also undertakes to ensure that the Customer's employees are available to us for support to an appropriate extent and that we can contact decision-makers in the project and other employees as well as third-party companies to an appropriate extent if this is required to perform our Services.

6.3 The Customer shall make necessary data carriers available in the physical and organisational interface format agreed in the quotation free of charge. The Customer shall be responsible for the delivered data carriers (e.g. CD-ROMs, USB sticks, email attachments etc.) being free from viruses.

6.4 If the Customer fails to fulfil one of the Customer's obligations to cooperate properly or in a timely manner, the contractually agreed service and execution periods shall be extended. In such case, we shall also have the right to set the Customer a reasonable period for rectifying the required cooperation. If cooperation is not rectified by expiry of the period, we shall have the right to rescind the contract.

7. Representation

7.1 The powers granted to us by the Customer within the scope of performing our Services (e.g. for technical acceptance, issuing of instructions at the construction site etc.) shall be specified in the quotation.

7.2 We may enter into financial obligations for the Customer only if there is imminent danger and the Customer's consent cannot be obtained in due time.

7.3 No further power is granted to us under this contract. Subsequent powers going beyond this can be granted by the Customer only in writing (Section 125 BGB).

8. Acceptance of work

8.1 In the case of work within the meaning of Sections 631 et seq. BGB, acceptance shall take place after inspection of the Service performed. For this purpose, we and the Customer shall draw up an acceptance protocol to be signed by both parties after the agreed work has been performed.

8.2 Subject to any agreement to the contrary, the Customer shall be obliged, at the latest after our Services have been performed in full, to inspect our Services and to declare acceptance of our Services in writing within a reasonable period.

8.3 Work shall also be deemed accepted if we have set the Customer a reasonable period for acceptance after completion of the work and the Customer has not refused acceptance within such period, stating at least one defect. If the Customer refuses acceptance, stating defects, the Customer must cooperate at our request in a joint determination of the condition of the work (Section 650g BGB).

8.4 Any recognisable defects in the work which are not material and do not exclude acceptance shall be recorded in the acceptance protocol and remedied by us within the period specified in the protocol. A right to acceptance according to the above provisions shall also exist in the case of partial services which have been concluded in themselves and which are referred to as such in the individual contract. In addition, Section 640 BGB shall apply.

9. Warranty for work and assembly

9.1. In respect of work within the meaning of Sections 631 et seq. BGB, we warrant that the work corresponds to the agreed set of specifications and is free from defects. If this is not the case, the Customer shall be entitled, at our option, to remedy of the defect or remanufacturing.

9.2 We shall remedy defects covered by warranty, about which we have been informed in writing by the Customer. If, even after the setting and expiry of an appropriate grace period, we do not succeed in remedying a defect, the Customer can, if the value or suitability of the Service is limited, at the Customer's option, request reduction of the price or cancellation of the contract. Rescission of the contract shall, however, be excluded in the case of insignificant faults or deviations. Apart from this, Art. 12 (exclusion and limitation of liability) shall apply.

9.3 The warranty period for work is one year from acceptance (see Art. 8). This shall not apply to damage claims resulting from a guarantee, from the assumption of a procurement risk, for injury to life, limb or health, intentional, grossly negligent or fraudulent act or if longer periods are mandatory by law pursuant to Section 438 (1) No 2 BGB (construction of buildings and objects for buildings), Section 479 (1) BGB (right of recourse) and Section 634a (1) BGB (building defects).

9.4 No warranty claims shall exist in the case of services within the meaning of Sections 611 et seq. BGB.

10. Assembly, start-up, trial operation

10.1 Completion of the work also comprises assembly, start-up, trial operation and acceptance if this is provided for and agreed with the Customer within the scope of the quotation. Before assembly commences, the materials provided and items of the Customer required to start the works must be located at the installation or assembly site and all preparatory works prior to commencement of assembly must have progressed to such an extent that the installation or assembly can commence as agreed and can be performed without interruption. Access routes and the installation or assembly site must be levelled and cleared by the Customer.



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10.2 We shall notify the Customer in writing of the planned commencement of assembly for the work or for mutually determined system components or systems so that preparatory works for the start-up and assembly can be commenced in a timely manner.

10.3 A joint inspection of the work shall take place immediately after notification that the assembly has been completed. In so doing, a protocol, to be signed jointly, shall be recorded, confirming that the assembly has been completed. Recognised remaining works and defects must be specified in the protocol.

10.4 Start-up shall comprise all controls, adjustments, trial runs and tests of system components and systems which are indicated in our quotation. The "commencement of start-up" date shall be determined jointly by ourselves with the Customer. The Customer must cooperate constructively in these determinations and the start-up to the best of the Customer's belief and knowledge.

10.5 Unless otherwise agreed, we shall be responsible for the management and successful performance of the start-up, especially in terms of system engineering and procedures. The Customer shall make the Customer's necessary personnel available for this purpose and provide the other materials or services owed according to this contract. The Customer's personnel shall comply with our necessary and reasonable instructions.

10.6 Economic use of the system or system components during the start-up and/or a trial operation necessarily causes the acceptance of the work and the passing of risk pursuant to the following paragraph 8. However, the Customer alone shall be entitled to proceeds from any economic use.

10.7 If a malfunction occurs during the start-up which interrupts or significantly restricts the start-up and/or a trial operation, this shall be extended by the duration of such malfunction, unless we are not responsible for such malfunction. Where the start-up or an agreed trial operation is discontinued, the agreed trial operation period shall start again, after the causal fault has been remedied.

10.8 If a malfunction occurs during the start-up or a trial operation, for reasons for which we are not responsible, which interrupts or significantly restricts the start-up/trial operation, and such suspension lasts more than 5 working days or several suspensions last a total of 5 working days or more, we shall have a right to compensation for additional costs and adjustment of scheduling.

10.9 During the start-up and trial operation, all changes to the system and its mode of operation must be documented by the Customer.

10.10 We shall draw up a protocol concerning the progress and completion of assembly, start-up and/or trial operation, which is to be signed by both contracting parties.

11. Prices, payment terms, objection of uncertainty

11.1 In the absence of other agreement, all prices are in principle quoted in EUROS, excluding value added tax, which is to be borne by the Customer at the respective legally required rate.

11.2 Services within the meaning of Sections 611 et seq. *BGB* shall be invoiced by us pursuant to quotation and actual expenditure as a rule on a monthly basis or after completion of the Service performed.

11.3. We shall invoice work within the meaning of Sections 631 et seq. *BGB* within the periods specified in the quotation or based on the agreed service phases.

11.4 To cover the additional costs incurred in connection with the performance of the Services and listed below, we shall have the right, subject to any agreement to the contrary with the Customer, to invoice

a lump sum for additional costs of 5 % of the total gross remuneration for the Service:

- a. Shipping costs (incl. postal charges), data transmission costs.
- b. Costs for reproductions of drawings and written documents as well as for the production of films and photos.
- c. Travel costs for travel beyond a radius of 15 kilometres from the Customer's registered office, in the amount of the flat rates admissible for tax purposes, unless higher expenses are proved by us.

Further additional costs (such as site office including furnishing, lighting and heating) can be invoiced after separate commissioning with individual proof.

11.5 Unless otherwise agreed, all invoices shall be due for payment in principle within 10 days of receipt of the invoice. After this payment deadline expires, the Customer shall be in default. When default occurs, overdue payment interest of 9 percentage points above the respective base interest rate shall be due. The date payment is received by us or credited to our account shall be deemed the payment date.

11.6 We shall retain title to our Services until payment is made in full.

11.7 If payment terms are not met or circumstances known or recognisable that, in our proper commercial judgement, give rise to justified doubt as to the Customer's creditworthiness, also including such facts that already existed when the contract was concluded but which were unknown to us or did not have to be known to us, we shall have the right, notwithstanding further statutory rights in such cases, to cease further work on current orders and to require advance payments or the provision of appropriate securities for Services still outstanding and, after a reasonable grace period for provision of such securities has elapsed without effect, to rescind the contract, irrespective of other statutory rights. The Customer shall be obliged to reimburse us for all damages incurred by failure to execute the contract.

11.8 The Customer shall have a right of retention or right of set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment. The Customer can exercise a right of retention only when the Customer's counterclaim relates to the same contractual relationship.

12. Exclusion and limitation of liability

12.1 We shall be liable in principle only for intent and gross negligence by us and our legal representatives and vicarious agents. Our liability and that of our legal representatives and vicarious agents for ordinary negligence shall, therefore, be excluded except in the following cases:

- a. breach of material contractual obligations; material contractual obligations are obligations, the fulfilment of which define the contract and on which the Customer may rely;
- b. breach of obligations within the meaning of Section 241 (2) *BGB* if it is no longer reasonable to expect the Customer to accept our Service;
- c. injury to life, limb and health;
- d. the assumption of a guarantee for the quality of a Service or for the existence of a contractual performance;
- e. fraudulent intent; or
- f. other cases of liability mandatory by law (such as arising from the *Produkthaftungsgesetz* [German Product Liability Act]).

12.2 We shall be liable only for typical and foreseeable damage unless we can be reproached for intentional or grossly negligent breach of duty or a case of injury to life, limb and health or other cases of liability mandatory by law exist(s).



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12.3 Except in the cases pursuant to paragraph 12 (1) a. to f. above and except for intent and gross negligence, our liability shall be limited to a maximum amount of liability of EUR 3.0 million for each individual contract.

12.4 Liability for damage other than the liability stipulated in the above paragraphs shall be excluded without regard for the legal nature of the asserted claim. This shall apply in particular to damage claims arising from negligence when concluding the contract, due to other breach of duty or due to claims in tort for compensation in respect of property damages pursuant to Section 823 *BGB*.

12.5 Exclusion respectively limitation of liability pursuant to the foregoing paragraphs 12.1 to 12.4 shall apply to the same extent for the benefit of our executive and non-executive employees and other vicarious agents as well as our sub-contractors.

12.6 Claims by the Customer for damages arising from this contractual relationship can be asserted only within a preclusion period of one (1) year as of commencement of the statutory period of limitation. This shall not apply if we are culpable of fraudulent intent, intent or gross negligence and in the cases pursuant to paragraph 12.1 (a) - (h). The period of limitation in the case of delivery recourse according to Sections 445a, 445b *BGB* shall remain unaffected.

12.7 There is no connection between the reversal of the burden of proof and the foregoing stipulations.

13. Rights of use

13.1 We grant the Customer an irrevocable, non-exclusive right of use, unlimited in terms of time and place, to all work results, if they are subject to copyright protection, created within the scope of the activities for the Customer, for any use by the Customer.

13.2 All concepts, planning or other engineering services provided, created or used by us as part of the Services as well as the skills, capabilities and methods contributed by us shall remain with the corresponding rights solely with us. We grant the Customer a non-exclusive right of use thereto in this respect only insofar as this is necessary to use our Services.

13.3 A right of use granted by us can be transferred to third parties only with our prior written consent. The granting of sub-licences, the provision of the work results to third parties for a period of time or making them available in any other way shall require our prior written consent.

14. Data protection

14.1 In respect of the Customer's personal data, we shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). Personal data of the Customer shall be collected, stored, processed and used by us if, insofar as and as long as this is necessary to establish, perform or terminate the contract with the Customer. Further collection, storage, processing and use of the Customer's personal data shall take place only if legislation requires or permits this or the Customer has consented to this. The Customer is aware that the collection, processing and use of the contact data of the Customer's contact partners (name, e-mail addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Customer. We have the right in particular to transfer the data to third parties if and insofar as this is necessary to take measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or customer service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, we shall forward such data to third parties (e.g. debt collection agencies) as appropriate also for the purpose of enforcing claims in accordance with Art. 6 (1) b) and/or f) GDPR. In addition, our privacy policy applies

which can be viewed and printed out at <https://www.interroll.com/de/datenschutz/>.

14.2 If personal data or special categories of personal data are collected, processed or used by us on behalf of the Customer, this shall be carried out based on the Customer's instructions (commissioned data processing). We undertake to ensure that all order data and their processing are treated as strictly confidential and in particular are not disclosed to third parties without authorisation.

15. Confidentiality

15.1 The Customer undertakes to keep confidential such facts, documents and knowledge, which the Customer becomes aware of in the course of performing the business relations with ourselves and which contain technical, financial, business or market-related information about our company, if we have designated the respective information as subject to confidentiality or we have an obvious interest in its confidentiality (hereinafter collectively referred to as confidential information). The Customer shall use the confidential information solely for the purpose of implementing and performing the contractual relationship with ourselves according to the contract and the individual contracts based thereon.

15.2 Disclosure of confidential information to third parties by the Customer shall require our express and prior written consent.

15.3 There shall be no obligation to maintain confidentiality pursuant to paragraph 15.1 above if it is proved that the respective confidential information:

- a. is state of the art in the public domain or this information becomes state of the art without any action by the Customer; or
- b. was already known to the Customer or is disclosed by a third party authorised to do so; or
- c. is developed by the Customer without any action by us and without exploitation of other information or knowledge acquired through the contractual contact; or
- d. must be disclosed due to mandatory statutory provisions or orders by a court or official authority.

16. Place of performance, place of jurisdiction, applicable law

16.1 Place of performance for all contractual obligations is our company's registered office.

16.2 All disputes shall be settled, if legally admissible, exclusively before a court of law which is competent for our company's registered office. We shall also have the right, however, to bring an action against the Customer at the Customer's place of general jurisdiction.

16.3 All legal relations between the Customer and ourselves shall be governed exclusively by the law of the Federal Republic of Germany, in particular to the exclusion of the UN Sales Convention (CISG).

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