

GENERAL TERMS AND CONDITIONS OF INSTALLATION

(November 2018)

1. General, scope of application

- 1.1 These General Installation Conditions of Hennecke GmbH (hereinafter referred to as: "Hennecke") apply to the dispatch of installation personnel to, or the performance of assembly services for companies ("Unternehmer") (Paragraph 14 German Civil Code (BGB)), public-sector legal entities or special bodies or funds under public law (hereinafter referred to as: "Customer"). If other services have been agreed upon between Hennecke and the Customer, separate Terms and Conditions apply, which can be found at: www.hennecke.com/gtc.
- 1.2 Any contradictory or supplementary general terms and conditions of the Customer shall only become an integral part of the contract if and to the extent that Hennecke has expressly consented to the application thereof.
- 1.3 Any deviation, supplementary agreement and/or amendment to the content of these General Installation Conditions must be made in textual form and are to be negotiated individually. This also applies to the text form requirement itself.

2. Working time

- 2.1 The regular working hours are deemed to be 7 hours per day (Mondays - Fridays). For any time in excess thereof surcharges shall be charged in accordance with Hennecke's current price list.
- 2.2 Travel time shall be charged as working time. The time following departure from Hennecke's premises until arrival at the accommodation or the installation site and vice versa shall be deemed to be travel time. When long-distance installations are undertaken this also includes the time needed to look for a room and for any official registrations and notices of departure. If, when long-distance installations are undertaken, the accommodation is not close to the place of installation, the time it takes to travel between the accommodation and the place of installation shall also be deemed to be travel time provided the time for traveling there and back together exceeds one hour each day. The shortest distance using the cheapest means of public transport shall be decisive for calculating the travel time even if the installation personnel use their own vehicle(s). If it is agreed that a non-public means of transport shall be used in return for a corresponding charge or if the Customer provides a vehicle, the actual journey times will be taken into account.
- 2.3 If preparations in Hennecke's factory are required for the installation (e.g. the production of parts not included in the scope of delivery etc.) said preparations shall be charged in the same way as travel time.

3. Performance time, acceptance

- 3.1 The installation dates stated by Hennecke are not binding unless we have expressly agreed binding dates with the Customer.
- 3.2 If Hennecke is late with a delivery or service or if a delivery or service becomes impossible for us, irrespective of the reason, Hennecke's liability for damages shall be limited in accordance with Clause 9 of these General Installation Conditions.
- 3.3 If the Customer is under a duty to accept performance, said acceptance must be effected promptly with effect from the acceptance date, alternatively within one week following Hennecke's notice of readiness for acceptance. The Customer shall only be entitled to refuse such acceptance if there is a significant defect.

4. Prices and payment

4. Hennecke staff are instructed to keep records of the installation hours and to present said records to the Customer each week for checking and acknowledgement. The signed records shall be decisive for calculating the charges.
- 4.2 For work performed on 1 May, Easter Sunday, Whit Sunday, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day the surcharges in the installation offer for Sundays and public holidays shall be increased by 50%.

4.3 Per diem allowances are payable for each day of absence, including for Saturdays, Sundays and public holidays when no work is performed. If a member of the installation personnel becomes unable to work during the installation the per diem allowance shall continue to be charged. If he is declared fit for transportation by a doctor, the Customer shall be entitled to demand that he return home immediately. The per diem allowances shall be reduced to 25 % for the duration of any stay in hospital.

4.4 The Customer shall bear the costs of the installation personnel's accommodation at the place of deployment.

4.5 When the place of installation is up to 1,200 km away from Hennecke's registered office (seat) the installation personnel shall have the right to a paid trip home every 4 weeks; if the place of installation is more than 1,200 km away they shall have the right to a trip home every 8 weeks. Furthermore, Hennecke's installation personnel shall have the right to a trip home in the event of marriage, the wife giving birth to a child or the death of a close relative. The transport costs incurred in each case shall be borne by the Customer. The same rates shall apply for calculating the fare, the per diem allowances and the travel time as for the other travel days.

4.6 The prices have been calculated according to the price list for installation work valid at contract conclusion and will be sent together with the contractual documents or upon request. Installation work undertaken later than 4 months after contract conclusion shall be billed in accordance with Hennecke's respectively applicable list prices. Hennecke will provide the possibly amended price list to the Customer.

4.7 The installation costs shall be billed following completion of the installation or - if the installation takes a considerable time - at specified regular intervals.

4.8 Payment shall be due without any deductions upon delivery or upon acceptance. The Customer shall automatically be in default 14 calendar days following delivery or acceptance and the issue of the invoice. Payment shall only be deemed to have been effected on the date of receipt thereof by Hennecke. Checks shall be deemed to be payment only once they have been honored. In the event that the Customer is in arrears of payment and Hennecke is not responsible for said arrears, Hennecke shall, without prejudice to any other claims for compensation, be entitled to defer its own contractual obligations until the overdue payments have been effected.

4.9 The Customer shall not be entitled to set off claims or to withhold payments on the basis of any counterclaims that it may have unless such counterclaims are undisputed or have been confirmed by a competent court.

5. Spare parts

5.1 These General Installation Conditions shall - to the extent they can be applied analogously - also apply to the fitting of spare parts, wearing parts and other parts fitted by Hennecke in connection with carrying out the installation work. This shall particularly apply to Clauses 9 (Damages) and 10 (Warranty).

5.2 Unless otherwise agreed, Hennecke shall charge for spare parts and wearing parts fitted in the course of the installation in accordance with Hennecke's price list as applicable. The current price lists will be made available before contract conclusion upon the Customer's request.

5.3 Hennecke shall retain title to spare parts fitted by it until all of Hennecke's claims arising out of the entire business relationship with the Customer have been satisfied in full (extended reservation of title ("erweiterter Eigentumsvorbehalt")).

6. Tasks of the installation personnel

6.1 The installation personnel may only handle those tasks that have been agreed between Hennecke and the Customer beforehand. The assignment of any other tasks shall require Hennecke's consent. In urgent cases, particularly in the event of any malfunction, the Customer can also call in the installation

personnel after having first obtained Hennecke's consent, for overtime as well as for work on Sundays and public holidays to the extent permitted by statute and by any collective bargaining agreement.

6.2 The installation personnel is not entitled to give any legally binding declarations whatsoever.

7. Cooperation of the customer

7.1 The Customer is obliged to ensure that the workplace is safe, that existing safety regulations are complied with and that the working conditions are reasonable and lawful.

7.2 The Customer is obliged to provide technical assistance at its cost and risk, in particular to:

a) Provide the necessary, suitable assisting personnel in the numbers required for the installation and for the time needed. The assisting personnel must follow the directions given by the person in charge of the installation. Hennecke does not accept any liability for the assisting personnel.

b) Undertake all excavation, construction, scaffolding and installation works.

c) Provide the necessary apparatus and heavy equipment, e.g. hoisting devices etc. as well as the necessary consumables and materials.

d) Provide lighting, heating as well as water, compressed air and electric power including the requisite connections to the points indicated in the drawings provided by Hennecke.

e) Provide the necessary dry and lockable rooms for keeping the installation personnel's tools.

f) Transport the installation parts to the place of installation; protect the place of installation and installation materials against harmful influences of any kind.

g) Provide suitable theft-proof work rooms with washing and sanitary facilities as well as first aid for the installation personnel.

7.3 The Customer's technical assistance must guarantee that the installation can be started immediately upon arrival of the installation personnel and can be undertaken without delay until acceptance by the Customer. The Customer is liable for any damages arising out of non-observance of the cooperation obligations as stated in clause 7.2.

8. Remote maintenance

Insofar as Hennecke loads software by way of remote maintenance without being personally present on site to setup said software, the Customer must take all reasonable measures in the course of setup and in the commissioning phase in order to minimize any damage due to any malfunctions in the software as far as possible. This also includes conducting function tests on the equipment affected by the remote maintenance before commissioning it, increased observation of the functional parameters in the initial period and ensuring that it is possible to immediately shutdown the equipment if any malfunction occurs.

9. Damages

9.1 Unless otherwise agreed, Hennecke shall be liable for the breach of material contractual obligations in accordance with the statutory provisions. Hennecke shall not be liable for any other breaches of contract, unless damage has been caused through intentional or grossly negligent acts or omissions of its statutory representatives ("gesetzlicher Vertreter") or any senior employee or agent engaged by Hennecke to assist it in complying with its obligations in terms hereof ("leitender Erfüllungsgehilfe"). Hennecke shall only be liable for consequential damages, if the consequential damage can be attributed to a breach of duty caused by wilful intent or gross negligence.

9.2 In the absence of intentional conduct, Hennecke shall be liable only for reasonably foreseeable damage that typically occurs.

9.3 The foregoing shall neither affect Hennecke's liability under the German Product Liability Act ("Produkthaftungsgesetz"), nor the liability for culpable ("schuldhaft") injury to life, body or health.

9.4 Any proceeding claims against Hennecke for damages arising out of a breach of duty are excluded.

9.5 Any claims for damages under Clauses 9.1 to 9.3 above shall be time-barred within the statutory periods.

10. Warranty

10.1 If any of the services provided by Hennecke proves to be defective at the time of acceptance, Hennecke shall be under a duty to remedy the defects by, at Hennecke's choice, either rectifying the defect or by making a replacement delivery.

10.2 Hennecke shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. The Customer shall, however, be entitled to withhold such part of the purchase price as is reasonable in proportion to the defect.

10.3 If the supplementary performance fails twice, the Customer shall be entitled to a reduction of the purchase price or to rescind the contract. There shall be no entitlement to rescind the contract if the defect is negligible. In addition the Customer can demand damages in accordance with Clause 9. Any other warranty claims are excluded.

10.4 Save in the case of malice ("Arglist"), in the case of Paragraph 438(1) no. 2 and Paragraph 634a (1) no. 2 of the German Civil Code (BGB) and save as provided in Clause 9.5, the limitation period for warranty claims shall be 12 months calculated as of when the service was rendered or, if acceptance is necessary, as of acceptance.

11. Installation equipment

Installation and commissioning equipment shall be delivered and returned at the Customer's cost.

12. Information and technical advice

Hennecke's information and recommendations are not binding and are made excluding all liability unless Hennecke has undertaken expressly and in writing to give information and recommendations. The Customer must investigate in his own series of tests whether a product is also suitable for the Customer's particular applications. The details and information Hennecke provides do not constitute any promise as to the quality of its products and services.

13. Choice of law, place of jurisdiction, place of performance

The place of performance for the services is the place of installation stated. The place of performance for payment is Sankt Augustin.

German law shall apply, subject to exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

The place of jurisdiction is Cologne. Hennecke shall have the choice to have any and all disputes arising out of the business relationship with the Customer finally decided in accordance with the Rules of Arbitration of the Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with said Rules. At the Customer's request, Hennecke shall execute the aforementioned right of choice regarding a certain dispute by declaration to the Customer within one week from the receipt of the Customer's request, if the Customer wants to initiate legal proceedings against Hennecke.

Hennecke GmbH