



DÜRMEIER

Dürmeier GmbH
Plant Construction and Process Engineering
Herrenwiesen 8, 71665 Vaihingen an der Enz,
Germany

General Conditions to Carry Out Erection by Dürmeier GmbH Company

Plant Construction and Process Engineering

§ 1 General Considerations - Scope

(1) These General Conditions (hereinafter referred to as the “Erection Works Conditions”) apply in respect of specialists for Erection Works conduct and monitoring, Commissioning Works conduct and monitoring, and Repair Works (hereinafter referred to as the “Works” or “Performed Work”) within the framework of supply contracts or independent contracts for Erection, Commissioning or Repair Works and supplement individual agreements between us and the Customer.

(2) By issuing an order, the Customer acknowledges these Erection Conditions and their unconditional implementation.

(3) Only our Erection Conditions apply; we do not recognize the mutually exclusive erection conditions or the conditions differing from the conditions of the Customer, unless we have expressed our clear written consent with their use. Our Erection Conditions also apply if we unconditionally carry out the Works, knowing about the conditions of the Customer that are contrary to or differing from our Erection Conditions.

(4) All agreements concluded between us and the Customer for the purpose of executing of this contract should be reflected in writing in this contract.

(5) Our Erection Conditions apply only to businesspeople in accordance with § 310, paragraph (1) of the German Civil Code.

(6) § 14, para. (3) of these Erection Conditions applies to our General Sales Conditions.

(7) If a special agreement does not exist, the contract is carried out using by our written confirmation of an order of the Customer. As per the Contract, the written confirmation is also carried out by means of a text form using remote data transmission (for example, E-Mail) or fax.

§ 2 Remuneration

(1) Payment for Works shall be performed in accordance with the relevant effective calculation rates of Dürmeier GmbH Plant Construction and Process Engineering, unless the lump-sum price has been agreed upon.

(2) If we install tools to carry out Works, payment for the Works is guided by our respective erection kits, which the Customer can receive from our offer or, upon the request of the Customer, the Customer is informed about them.

(3) Statutory VAT is not included in our prices; it is separately indicated in the Invoice amount established by law on the date of the invoice.

(4) All payments are in Euros.

§ 3 Work Reports, Timesheet Forms, and Accrual



- (1) Before departure, the Customer must deliver a written confirmation of completion to our erectors.
- (2) The documentary evidence of the work hours issued by us shall be a basis for accrual. Calculation is made monthly or after completion of erection.
- (3) The Customer must confirm the working hours of our erectors by submission of the Timesheet Form. If, without any reason, such confirmation has not been performed, the Timesheet Form shall be considered as accepted within two business days after its submission, unless the Customer objects the Timesheet Form in writing.
- (4) Upon Their receipt, the Invoices shall be payable without deduction. Voluntary payments that have not been agreed with us cannot be deducted. The right to deduct payments or to accordingly set off counter claims belongs to the Customer, if such counter claims are indisputable or valid.

§ 4 Operation Safety

- (1) When carrying out the Works, we shall comply with the effective laws, which are applicable on erection site. In the event of changes in legislation during the period between the conclusion of the Contract and the execution of Works, we shall have the right to replace possible additional expenses, as well as to agree on the contractual terms. On the erection site, additional, non-statutory safety and other standards should be taken into account by us only if the Customer has made us familiar with them, in accordance with § 4, paragraph (2), and we have explicitly recognized them in writing.
- (2) The Customer must comply with the provisions and regulations existing on the erection site established by law, authorities and trade unions and, if necessary, take actions to prevent accidents and protect our erectors and our property.
- (3) It shall be the responsibility of the Customer to inform in writing about the safety regulations existing on the erection site and to conduct safety briefings for our erectors before commencement of the Works on the erection site. If these safety rules envisage special Personal Protective Equipment (PPE) for the erectors, then our erectors should be provided with such PPE.
- (4) The Customer ought to inform us about violations of occupational safety regulations by our erectors. In case of serious violations, the Customer, may, by consent with our Erection Works Manager, deprive the offender to access the erection site.
- (5) In case of failure to comply with several safety rules to be executed by the Customer on the erection site, and if, despite written instructions to the Customer, they are not remedied within the relevant additional time period, we shall have the right to suspend the Works, until the Work safety faults are remedied. Further, after prior notification, we have the right to interrupt the dispatch of employees or withdraw erectors from the erection site and/or terminate the Erection Contract, if, within the framework of their involvement, a danger to the lives and health of the relevant employees still exists. In particular, this situation occurs in the event that the official body (for example, Federal Foreign Office) warns about visiting of the planned place of use or does not recommend to stay there. The same applies, if the Customer repeatedly violates the duties that must be fulfilled in accordance with § 4, para. (2).
- (6) For all expenses arising directly or indirectly as a result of the suspension or interruption of the Works for reasons for which, according to § 4, para. (2), that are borne by the Customer, the Customer shall be separately billed in full amount of such expenses.



§ 5 Tools

If, without our fault, damage occurs to the equipment and tools erected by us on the erection site or at the Customer's enterprise or if loss of such equipment and tools takes place without our fault, the Customer must compensate for this damage. Damage due to normal obsolescence is not taken into account.

§ 6 Customer Assistance

(1) The Customer shall, at his own expense, provide the erectors with support in the performance of Works, in accordance with § 7.

(2) The Customer shall be obliged to inform us about special legislative, official and other standards relating to the erection site in respect of the performance of Work. The Customer must ensure the reception of official permits to make the performance of Work uninterrupted. In particular, it applies to special permits for nature reserves and to special hazardous situations. The Customer bears the risk of delay or failure in receiving of these permits.

(3) Without reception of our express written consent, the Customer is not entitled to involve erectors to carry out the Works that are not the subject of this Contract. For the Works that are carried out without our specific instructions as ordered by the Customer, we do not provide a guarantee.

§ 7 Customer's Technical Assistance

(1) If it is necessary for the Works, the Customer must:

- a) provide us with access to the site area;
- b) designate a responsible (German or English-speaking) contact person;
- c) provide with the utilities being necessary for the Works, and
- d) provide us with the necessary information regarding the structure and environment of the enterprise.

(2) At His own expense and provided that all the safety procedures are followed and all the precaution measures are arranged, the Customer must provide with technical assistance that is to say:

a) provide with the necessary relevant specialists and assistants in the required quantity, with the appropriate qualification and outfit, and for the required time period.

These employees remain despite § 7, para. (4), clause 1, in workplace relationships with the Customer, as well as under supervision and responsibility of the Customer.

b) perform all the Excavation and Construction Works and the Works related to the subfloor and framing, incl. purchase of the required building materials.

c) provide with necessary devices, heavy equipment (for example, cranes and other lifting equipment, compressors, field lubrication), and special tools, as well as the necessary transport and essential items and materials (for example, wooden scaffold elements, wedges, cement, plaster and sealing materials, grease, fuel, electrodes, and branded kettlebells).

d) provide with heating, lighting, working load, water, incl. necessary contacts.

e) provide with the necessary dry and lockable storage facilities for erectors' tools.

f) provide with transportation and storage of parts for erection on the erection site, protection of parts and materials for erection from the harmful effects of any kind, cleaning of parts for erection.

g) prepare suitable, theft-protected domestic compartments and working rooms (with heating, lighting, washing and shower facilities, sanitary equipment) and provide the erectors with the first aid.

h) prepare materials and provide with all other technical support needed to adjust the facility to be erected and



carry out the approbation stipulated by the Contract.

(3) It is necessary to provide the Customer with technical support so that, right after the arrival of the erectors, it will be possible to commence the Erection Works and to perform Them without delay until the Customer accepts Them. In particular, before commencement of the Works, the Customer must perform all the necessary Construction and other Preparatory Works. If our special plans or guidelines are required, we will timely provide the Customer with them.

(4) Employees provided by the Customer should follow the instructions of the Erection Works Manager. We are not responsible for these employees. If, due to the employees provided by the Customer, there is a shortage or damage because of the instructions of the Erection Works Manager, the provisions of §§ 10 and/or 11 shall apply accordingly.

(5) If the Customer fails to fulfill His obligation, we, after determining of the deadline, shall have the right, but not the obligation, to carry out the actions charged to the Customer, instead of the Customer and at the Customer's expense. Otherwise, this does not apply to our statutory rights and claims.

§ 8 Deadlines and Delays

(1) The duration of the Works is mainly determined by the situation on the erection site that depends on the support provided by the Customer and also, in case of repair, on the amount of Repair Works to be determined after disassembly. Unless a specific deadline has been agreed in accordance with § 8, para. (2), all the data concerning the estimated duration of the Works shall be an optional timeframe for conduct of the Works.

(2) If a specific deadline has been agreed for the Works, the following applies: - The start of the deadline implies that all the commercial and technical issues have been clarified, and the Customer has fulfilled all the obligations assigned to Him prior to commencement of the Works (for example, obtaining of the necessary official certificates and permits and advance payment). Otherwise, the timeframe is extended accordingly. The timeframe is considered to be met, if, prior to its expiration, the Customer's Acceptance Work is ready in case of the approbation stipulated by the Contract, for its completion. Completion of the Works also takes place, if only minor details are missing or minor additional Works are necessary so that it does not harm the readiness of the equipment for operation.

(3) In case of delayed Works as a result of unacceptable or improperly Performed Work by the Customer, for example, breach of obligations under §§ 4, 6, and 7, the time period is extended accordingly. This also applies if there are similar circumstances after we allow for a delay. Costs incurred as a result of the delay are paid by the Customer.

(4) If the deadlines are related to force majeure, for example, natural disasters, epidemics, war, military conflicts, civil war, revolution, terrorism, sabotage, radiation/reactor accidents, strike fight or other events outside the area of our influence, we are exempt from the obligation to perform the Works during the validity of these events, and the time period is extended accordingly. We inform the Customer about the beginning and the end of such circumstances as soon as possible. If the duration of the event exceeds a six-month time period, we are also entitled to complete the Contract.

(5) If damage arises as a result of delay, the Customer is entitled to demand a lump-sum compensation for the delay. For each completed week of delay, it is 0.5%, but, in general, the 5-% maximum of the payment for that part of the erection, which we are erecting that cannot be used in time due to being late.

(6) If the Customer, considering the exceptional cases established by law, sets for us, after the deadline, a corresponding timeframe for payment, and if we fail to comply with this period due to our fault, the Customer has the right to terminate the Contract within the limits established by the legislation. The Customer shall, at



the appropriate time, declare whether He exercises His right to terminate the Contract in event of the circumstances giving the right to terminate the Contract. Additional rights due to delay are determined solely, in accordance with § 11, para. (3) of these Conditions.

§ 9 Acceptance; Transfer of Benefits and Risks

(1) The Customer shall be obliged to accept the agreed Works, when He is informed about completion and approbation of the Works stipulated in the Contract has occurred. If a significant defect is lacking, the Customer cannot refuse from carry out Acceptance. If it turns out that the Works do not comply with the Contract, (noticeable defects), §§ 10 and 11 apply to quality and responsibility claims.

(2) If the delay is effective not due to our fault or the Customer uses the labor achievements as intended or the Customer does not inform us about His objections, the Acceptance is considered completed two weeks later, after notification of the Completion of the Works.

(3) After Acceptance, our liability for visible defects is terminated if the Customer does not reserve the right to submit claims for a specific defect.

4) After notification about completion of the Works or after completion of the approbation of the Works, the benefits and risks associated with the Works are transferred to the Customer.

§ 10 Claims for Defects

(1) Defects in erection, commissioning or repair

a) We must remedy noticeable defects, if, within the framework of acceptance, according to § 9, para.,

(1) these defects have been properly filed in a claim.

b) Subject to para. (1) g) and § 11, after acceptance of the Works, we must remedy the defects discovered later, for which we are responsible according to §§10 and 11, save in respect of all other complaints of the Customer, if the Customer has immediately informed us in writing about such defects, but not later than five days after their discovery.

c) We must not remedy the defect if the defect is irrelevant to the interests of the Customer or is based on a circumstance attributed to the Customer.

d) In case of detection of the defects that cannot be immediately remedied not due our fault, we pay only those expenses, which would have arisen with immediate remedying. If the Customer creates obstacles for us in remedying of the noticeable defects, the Customer is responsible for any additional costs incurred in connection with this.

e) Only in urgent cases of danger to the safety of the Works and in order to prevent disproportionately large damage, about which you must immediately inform us, or if we missed the appropriate time limit for us to remedy the defects, the Customer has the right to correct the defect by Himself or to entrust it to third parties and to demand reimbursement of necessary expenses from us. Otherwise, we shall not reimburse the costs to make changes and/or the corrective Works performed without our prior permission. In no case shall we be liable for consequences or damage resulting from the changes and/or the corrective Works made by the Customer or a third party authorized by Him.

f) The direct expenses incurred as a result of the remedying of the defects that shall be paid by us - unless the claim is fair – are the expenses of the spare parts, including their dispatch. Then we pay the expenses of disassembly and erection, as well as the expenses of possibly necessary assignment of the required fitters and assistants, incl. transportation expenses, unless as a result of this we do not incur unjustified encumbrance.



g) If we, considering the exceptional cases established by the law, fail to fit the commensurate deadline for remedying of the defects set for us, the Customer is entitled to reduce the purchase price within the framework of the regulatory documents. The right of the Customer to reduce the purchase price also occurs in other cases of non-remedying of defects. Only if the Performed Work, despite the price reduction, are not interesting at all for the Customer, which is confirmed by the documentary evidence, the Customer can reject the Contract instead of price reduction.

h) Fine-tuning and adjustment of the third-party parts may be performed by erectors only with our explicit permission. We are not responsible for the proper functioning of these parts. Erection shall be carried out in good faith by erectors.

g) A guarantee is not provided if the Customer or a third party, without our written consent, makes changes to the work item, does not follow our instructions when doing preparatory or independently carried-out Works, or if the Customer, despite of being aware of the defect, does not take immediate action to reduce damage, although He could and should have done it.

(2) Defects of erection and commissioning

Subject to the provisions of § 11, we bear the following responsibility for defects during the conduct of erection and Commissioning Works:

a) When dispatching the personnel to supervise erection or commissioning, we are responsible for selecting the right personnel to monitor over Them.

b) For defects of erection and commissioning, arising solely as a result of knowingly incorrect or unperformed instructions of the personnel supervising the execution of the Works, we carry out the guarantee in accordance with § 10, para. (1) as follows: we remedy the defects for free. We are responsible for the defects arising during the erection or commissioning due to unfulfilled briefing instructions, if the briefing instructions have not been followed to, because the Customer has requested too few personnel to monitor over the Works.

c) If guilty of dispatching personnel to control over the carried-out Works is untimely, resulting in damage to the Customer that is documented, the Customer receives the lump-sum compensation in the amount of 0.25% of the estimated total remuneration for the erectors, respectively for the day of delay, but not more than 5% of the total remuneration. If, as a result of the delay in dispatch, there is the delay in carrying out of the entire erection or commissioning, the provision expressed in § 8 is applied, taking the compensation described into account.

d) We are responsible for the erection or commissioning, but, in general, its size should not exceed 50% of the total payment for the control.

e) Compliance with the deadline for erection or commissioning in the process of implementation of control over the erection or commissioning is not guaranteed.

§ 11 Our Guarantee, Exclusion of Liability

(1) If during the Works, the erection part supplied by us or the part of a third-party manufacturer is damaged due to our fault, we should, at our discretion, replace it or supply a new part at our own expense. If items are exported for the Works, where, for reasons beyond our control, they are damaged or destroyed, we reserve the right for agreed compensation.

(2) If the item being erected as a result of proposals not fulfilled due our fault or erroneous proposals or consultations carried out before or after the conclusion of the Contract, or as a result of a guilty violation of other contractual additional obligations — in particular, maintenance manuals and maintenance service of the item being erected — cannot be used by the user in accordance with the Contract, then save in respect of other rights of the Customer, the provisions of §§ 10 and 11, para. (1) and 11 sub. (3) respectively.



- (3) For damage not occurring on the erection site area, we are liable - for whatever legal reason - only
- in the case of intentional intent,
 - in event of gross negligence of the owner/ authorities or senior staff,
 - in case of the perpetrator causing harm to life and health,
 - in case of damage, about which we have intentionally kept silent or the absence of which we have guaranteed,
 - if, in accordance with the product liability law, liability is incurred for damage to persons and property caused to items in private use.
- (4) In case of guilty violation of material contractual obligations, we are also liable in event of gross negligence of non-managerial employees and in case of minor negligence, in the latter case limited to contract typical reasonably foreseeable damage. Essential contractual obligations are such obligations, only the fulfillment of which can ensure the proper execution of the Contract, and which the Customer expects or can regularly expect to fulfill.
- (5) The following rights for compensation for damages, regardless of the legal basis for which this situation occurs, are excluded. If we exclude or limit liability for damages, it also applies to the personal liability of our employees for damages.

§ 12 Statute of Limitations

- (1) All Customer's rights have a statute of limitations - regardless of legal grounds - which is twelve months. With regard to the right to compensation, in accordance with § 11, para. (3) a) - e), the time limits established by law shall apply. If we perform the Works on a construction site, and, as a result, its defectiveness arises, the statutory deadlines also apply.
- (2) If, as part of our remedying of defects, the rights of the Customer reappear due to defects, all the claims arising from these rights will no longer be valid after the expiration of the limitation period to a maximum of six months from the time when the defects have been remedied, while such claims are limited solely to defects in direct connection with the remedying of such defects.

§ 13 Applicable Law, Jurisdiction

- (1) For all the legal relations between us and the Customer, the law of the Federal Republic of Germany applies, which is applicable to the legal relations of the parties located in the Federal Republic of Germany.
- (2) If the Customer is a merchant, the place of jurisdiction is the location of our Company; nevertheless, we are entitled to file a claim with the court at the place of residence of the Customer.

§ 14 Miscellaneous

- (1) We reserve the right of ownership and copyright in respect of all the technical documentation, samples, drawings, estimates, calculations, and other similar information of physical and non-physical type - including the softcopies. This information may not be copied, reproduced, or communicated to third parties in any way, without our written consent. The above can only be used for our Works.
- (2) Claims of any kind made by the erectors are binding on us only if we have confirmed them in writing or in text form.
- (3) For our supplies and other activity, if there are no other provisions in the above-described Erection Conditions, our General Sales Conditions, which can be found on our website:



https://www.duermeier.de/pdf/Duermeier_Verkaufsbedingungen.pdf , shall respectively apply.