

## **General Terms of Service of Romaco Group (Germany)**

### **§ 1**

#### ***Application of these general terms of service (GTS); protective clause***

- (1) These general terms of service (GTS) are applicable to all services rendered by us to our customers, including repairs, modifications, overhauls, startups (unless these services are already an integral part of a purchasing agreement between Romaco and the customer), remote maintenance, programming services, maintenance, repair and factory calibration work, retrofitting work on machines and systems, replacement of equipment, audits, inspections, training, hotline services, and general consulting services. However, they shall only apply if the customer is an entrepreneur within the meaning of section 14 of the German civil code (Bürgerliches Gesetzbuch, BGB), a legal entity under public law or a special fund under public law. The general terms and conditions of sale (GTCS) apply to the delivery of spare parts.
- (2) Our GTS shall apply exclusively, even if we have knowledge of the terms and conditions of the customer and still accept orders, render services or indirectly or directly refer to letters, etc. containing terms and conditions of the customer or of third parties without reservation. We shall not accept contradicting, deviating or complementary terms and conditions of the customer, unless we explicitly agree to their application in writing.
- (3) Our GTS shall likewise apply, without any need for another reference to them, in the respective version to all future deliveries, services or quotations to one and the same customer. We shall inform the customer of all modifications made to our GTS without undue delay.

### **§ 2**

#### ***Quotations, orders, contract conclusion and contract content; declarations and notifications of the customer; written form; reservation of rights of ownership and copyrights***

- (1) Our quotations shall be subject to changes without notice and non-binding, unless they are explicitly identified as being binding or include a defined time limit for acceptance.
- (2) The order made by the customer shall be deemed a legally binding offer for the conclusion of a contract. Unless stated otherwise therein, we may accept it within ten (10) working days (Mondays to Fridays) after it was made.
- (3) Our acceptance shall be made by a written declaration (e.g. by our order confirmation or our notification of readiness for dispatch / pick-up). Legally relevant declarations and notifications made by the customer towards us after conclusion of a contract (e.g. setting of deadlines, reminders, notifications of defects) are to be made in writing in order to become effective.
- (4) The requirement of written form shall also be deemed satisfied by a transmission by telefax or via e-mail.
- (5) The written contract including the present GTS, which constitute an integral part of the written contract, shall be deemed to reproduce all agreements entered into between us and the customer with regard to the subject matter of the contract. Oral agreements entered into prior to the conclusion of the written contract shall not be considered legally binding and shall be fully replaced by the written contract, unless it is expressly stated in each and any of them that they shall remain applicable in a binding manner.
- (6) Individual, including possibly oral, contractual agreements shall take precedence over the present GTS. A written contract or our written confirmation shall be relevant as supporting evidence of the content.
- (7) With the exception of our managing directors, Prokurists (persons disposing of a general commercial power of attorney) and our other employees explicitly designated towards the customer as being our points of contact – including any constellation of powers of representation for each and any one of them – shall not be authorised to

conclude contracts, to enter into individual written or oral agreements or to give other commitments.

- (8) We reserve our rights of ownership and our copyrights to all quotations, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions, samples and other physical and/or electronic documents, information and objects handed over by us to the customer. The customer shall not be entitled to make available or disclose such documents or their contents to third parties nor utilise, reproduce or alter them without our prior written approval. The customer may use such documents only for the purposes specified in the contract and shall return them to us in their entirety at our request and destroy (and/or delete) any possible copy (even electronic) to the extent that such copies are no longer required by the customer in the ordinary course of business.

### **§ 3**

#### ***Cost estimate and provision of service***

- (1) Unless otherwise agreed, services are billed according to the time spent and material used. Our respective valid price list is applicable. If possible, the customer is informed about the expected price for the services upon conclusion of contract; otherwise, the customer may impose cost limits. If the service cannot be rendered at these costs, we will inform the customer immediately provided that the costs indicated are exceeded by more than 15%. Additional costs for all expenses which are directly connected to the operation are charged on the basis of the actual expenses. This includes transportation costs for tools and assembly material, phone, assembly material, times for the preparation and follow up of the service, instructions etc.
- (2) The services rendered for preparing a quotation as well as any further expenses incurred and to be verified (troubleshooting time equals working time) are invoiced to the customer if the service cannot be rendered for reasons beyond our control, in particular if
  - a) the defect objected cannot be found during inspection,
  - b) spare parts cannot be procured,
  - c) the customer has culpably failed to comply with a date,
  - d) the contract has been terminated during the execution.
- (3) As a matter of principle, our employees may only be tasked with carrying out work involving machines and systems supplied by us and within the scope of the written service order.
- (4) Work that exceeds the agreed scope of work shall require our prior written permission.

### **§ 4**

#### ***Prices and terms of payment***

- (1) All services offered and provided by us as part of the individual service contracts are always offered and provided in return for payment, unless we have expressly offered them for free as a gesture of goodwill. All prices are given as net prices excluding statutory value added tax and excluding any other taxes and duties.
- (2) We are entitled to claim an appropriate advance payment upon conclusion of the contract.
- (3) Unless otherwise agreed, our invoices are payable within a period of ten (10) working days as of the rendering of the service and the receipt of the invoice without any deduction and in Euro (€). The day on which the above amount is credited to the bank account shall be decisive for compliance with the payment term. Upon expiration of the respective final date for payment, the customer shall be deemed to be in default without further ado. During such default, the price of the services shall be interest-bearing in the amount of the respective applicable statutory default interest rate.

We reserve the right to assert further damage caused by default. Vis-à-vis merchants, our entitlement to commercial default interest (section 353 German commercial code (Handelsgesetzbuch, HGB) shall remain unaffected.

(4) Invoicing the service

We will charge the use of our personnel to you at our respective applicable daily rates (price list). In case of service contracts that are carried out at a fixed price, additional services exceeding the agreed scope shall be invoiced according to expenditure. Daily rates or agreed amounts are given excluding applicable statutory value added tax. Overtime: Any working time exceeding the provisions of the collective wage agreement shall be deemed overtime and shall be invoiced at a surcharge of 25 %.

### **§ 5**

#### ***Obligation to Co-Operate and Technical Assistance By the Customer***

- (1) The Customer shall make available the auxiliary staff and the technical appliances at its own expense and its responsibility. Moreover, the Customer shall take all reasonable precautions to ensure that the services and the activities associated therewith can start directly after the arrival of our technician(s) and can be rendered and/or carried out without interruptions until the end. Idle and waiting times shall be invoiced to the Customer.
- (2) The Customer shall take all precautions required for the safety of the technicians and shall give them / him any and all necessary instruction(s) with regard to their / his behaviour and shall inform them / him in a general manner on the rules to be complied with at the location of the Machines.
- (3) At the location of the Machines, the Customer shall prepare all materials (packaging material and product) which are required by the Contractor to carry out functional tests.
- (4) In particular, the Customer shall take all precautions required to protect staff and material at the maintenance site.

### **§ 6**

#### ***Acceptance***

- (1) The Customer shall be obliged to accept the work once it has been provided with a notice indicating their termination. In this context, the Customer shall confirm proper service provision on the service report form made available by the Contractor.
- (2) If the acceptance is delayed through no fault of ours, it shall be deemed completed after expiry of seven (7) days from the notice of termination of the services.
- (3) With acceptance, our liability for recognisable defects ends, unless the Customer has reserved assertion of a type certain defect.

### **§ 7**

#### ***Warranty for Defects***

- (1) We provide our services in accordance with the generally acknowledged technical standards. If the service agreed in the contract is not provided completely or not properly, we shall complete it or correct it free of charge. Therefore, the Customer shall be obliged to submit an immediate notification of defects.

The immediate nature of the notification of defects by the Customer shall imply that such notification is dispatched within a period of (7) seven days after the examination or, if the defect is such that it was not detectable during such examination, within a period of (7) seven days after detection of the defect at the latest. However, if such latter specified defect has already been discernible for the customer under normal use of the goods at an earlier point in time than at the time of such detection, such earlier point in time shall be relevant for the beginning of the notification period.

- (2) We are entitled to make the subsequent performance owed by us subject to the condition that the Customer pays the due price, with the Customer being entitled, however, to retain such part of the due payment that is deemed reasonable in relation to the defect.
- (3) Possible claims for compensation for damages shall exist exclusively in accordance with these general terms of service.

### **§ 8** **Reservations for Force Majeure**

If the service has to be terminated ahead of schedule due to force majeure (e.g. interruption in operations of all kinds, fire, natural disasters, weather, floods, war, riots, terrorism, transport delays, industrial action, legitimate lockouts, lack of workers, energy or raw materials, delays in the issuing of any official permits that are required, official/sovereign measures), we shall have the right to invoice all costs incurred up until that time including those for return journeys.

### **§ 9** **Liability for compensation for damages**

- (1) Our liability for compensation for damages, given on whatever legal ground, in particular for production stops, loss of use, loss of profits, loss of business, loss of interests and any other consequential and/or indirect damage, shall be excluded, unless one of the following cases exists:
  - a) We maliciously concealed a defect.
  - b) We have accepted a guarantee for the success of the service.
  - c) This results in damage from the violation of life, body or health which is based on an intentional or negligent violation of duties on Our part or on the part of one of Our legal representatives or auxiliary agents.
  - d) This results in any other damage based on an intentional or grossly negligent violation of duties on our part or on the part of one of our legal representatives or auxiliary agents.
  - e) This results in damage from the negligent violation of essential contractual duties which is not already covered by the above regulations. Essential contractual duties shall be deemed to be such duties whose fulfilment enables proper fulfilment of the contract in the first place and on whose compliance the contracting partner regularly relies and may rely on. In this case, however, the amount of our liability shall be limited to the damage typical of the agreement concerned and predictable at the time the agreement is concluded; or
  - f) Where we are liable for personal injury or damage to privately used objects pursuant to the product liability law.
- (2) To the extent that our liability is excluded or limited in accordance with the regulations above, the same shall also apply to the personal liability of our bodies, legal representatives, employees and auxiliary agents.

### **§ 10** **Statute of Limitations**

Any and all claims of the Customer – irrespective of the legal grounds – shall become time-barred after 12 months starting upon acceptance of the respective service regulated in the contract. If acceptance is delayed through no fault of ours, acceptance shall be deemed to have been performed after expiry of seven (7) days from the notice of termination of the respective services. The respective applicable legal statute of limitations applies to claims for damages resulting from a deliberate or grossly negligent breach of duty or an infringement of fundamental contractual obligations.

## **§ 11**

### ***Rights of use to software***

Where the service consists of the creation of software, the Customer shall be granted a worldwide, simple, unlimited, irrevocable, unlimited right of use thereto. We reserve the right to continue to use the services provided as part of software creation for own business purposes, including the provision of services to third parties, or to grant further rights of use thereto.

## **§ 12**

### ***Special Right of Withdrawal In Case of Cessation of Payment, etc.***

We shall be entitled to withdraw from the agreement in the following cases: (a) The customer ceases his or her payments to the customer's creditors. (b) The customer applies for opening of the insolvency proceedings relating to the customer's assets. (c) Application for opening of the insolvency proceedings are filed by us or by another creditor in a permissible manner. (d) Insolvency proceedings – or only preliminary insolvency proceedings – are opened. (e) Or the application is rejected for lack of assets.

## **§ 13**

### ***Duty to Inform in the Event of Official or Own Measures***

If official measures are taken on the customer's premises or against the customer in connection with our products (e.g. order for redemption or a recall or other measures within the framework of market surveillance) or if the customer intends to take own measures relating to the products made available in the market, the customer shall inform us in writing without undue delay.

## **§ 14**

### ***Place of Fulfilment***

The place of fulfilment shall be the place where the service is to be provided in accordance with the contractual regulations.

## **§ 15**

### ***Choice of Law and Place of Jurisdiction***

- (1) The business relationships between us and the Customer shall be exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (2) If the customer is a merchant, a legal entity under public law or a special fund under public law or if the customer does not have a general place of jurisdiction in the Federal Republic of Germany, then the exclusive – also international – place of jurisdiction for all legal disputes from the business relationship between us and the customer shall be the headquarters of our company. We shall be entitled, however, to also sue the customer at the customer's headquarters or at the place of fulfilment. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

## **§ 16**

### ***Severability Clause***

If provisions of the present GTS are or become void or ineffective either in whole or in part, this shall not affect the effectiveness of the remaining provisions. To the extent that provisions have not become an integral part of the contract or are ineffective, the content of the contract shall be determined by the statutory regulations (section 306 para. 2 German civil code). Only apart from that and to the extent that no complementary interpretation of the contract takes precedence or

is possible, the parties shall replace the void or ineffective provision by such effective regulation that comes closest to such void or ineffective provision in economic terms.

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