# General Terms and Conditions for Assembly of Gustav Seeland GmbH (hereinafter “Seeland”)

The following General Terms and Conditions for Assembly (hereinafter referred to as “GTC Assembly”) are based on the “BSK Terms and Conditions for Assembly” recommended by the Federal Specialist Group for Heavy Transport and Crane Work (Bundesfachgruppe Schwertransporte und Kranarbeiten - BSK), as of 2008.

# Scope of application, general

## These General Terms and Conditions for Assembly apply to all assembly work undertaken by Seeland as a company in the heavy transport industry, unless otherwise agreed in individual cases and unless it is purely a matter of basic assembly work in connection with transport preparation or handling within the meaning of the General Terms and Conditions of the Federal Specialist Group for Heavy Transport and Crane Work (AGB-BSK Kran und Transporte 2019).

## These GTC Assembly constitute an integral part of all contracts concluded by Seeland with the Customer for corresponding services. They shall also apply to all future contracts with the Customer, without their validity having to be separately agreed in each individual case.

## These GTC Assembly shall apply exclusively. Deviating, contradictory or supplementary terms and conditions of the Customer shall only become part of the contract if and to the extent that Seeland has expressly agreed to their validity in writing. This approval requirement shall also apply if Seeland performs services without reservation in the knowledge of the Customer's terms and conditions.

## All offers made by Seeland are subject to change and non-binding until a written order confirmation is provided by Seeland. A binding order for Seeland shall only be concluded by this written order confirmation.

## Legally relevant declarations and notifications to be made by the Customer after conclusion of the contract (e.g. setting of deadlines, notifications of defects) must be made in text form (e.g. email, fax) in order to be effective.

# Service specifications, Assembly price

The assembly work shall be governed exclusively by the specifications of the Customer on which the invitation to tender, the cost estimate or the quotation prepared by Seeland is based. The assembly shall be invoiced on the basis of time units, unless a lump sum price has been expressly agreed. All agreed amounts are exclusive of the respectively applicable value added tax.

# Technical assistance of the Customer

## The Customer shall - unless otherwise agreed - be obliged to provide technical assistance at his own expense, in particular

### to carry out all preparatory work, especially earthworks, construction work, bedding and scaffolding work, including the procurement of the necessary building materials;

### the provision of heating, power and light current, compressed air, water, including the necessary connections;

### to provide the necessary dry and lockable rooms for the storage of the tools and auxiliary and operating materials of the assembly personnel;

### to provide appropriate, theft-proof common rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the assembly personnel;

### to provide such auxiliary materials and to perform all other acts as are necessary for the adjustment and calibration of the item to be assembled and for the performance of a test as provided for in the contract;

### to protect and secure the assembly site and materials against harmful influences of any kind, and to clean the assembly site.

## The technical assistance of the Customer must ensure that the assembly can be started immediately after the arrival of the assembly personnel and carried out without delay until the acceptance by the Customer. Insofar as special plans or instructions from Seeland are required, Seeland shall make these available to the Customer in a timely manner.

## If the Customer fails to comply with their obligations, Seeland shall be entitled, but not obliged, after setting a deadline, to perform the actions incumbent on the Customer in their place and at their expense. In addition, Seeland's statutory rights and claims shall remain unaffected.

# Further obligations of the Customer

## In addition to the obligations set out in clause 3, the Customer shall fulfil all technical requirements necessary for the proper and safe execution of the assembly order at their own expense and risk and ensure that they are maintained during the assignment. In particular, the Customer is obliged to keep the goods to be assembled on hand in a condition ready and suitable for the execution of the assembly order. The Customer is obliged to indicate the dimensions, weights and special features of the goods to be assembled (e.g. centre of gravity, type of material, etc.) as well as suitable lashing and attachment points correctly and in good time. The Customer shall, without being requested to do so and in good time, draw attention to any particular hazards that may arise during the assembly work with regard to the goods to be assembled and the surrounding area (e.g. hazardous goods, contamination damage, etc.).

## The Customer shall procure the necessary consent of the owners and other entitled persons to drive on third-party properties, non-public roads, paths and squares and shall indemnify Seeland against claims of third parties which may result from an unauthorised use of a third-party property. Furthermore, the Customer is responsible for ensuring that the ground, space and other conditions at the assembly site and the access routes - with the exception of public roads, paths and squares - permit proper and safe execution of the assembly order.

## In particular, the Customer shall be responsible for ensuring that the ground conditions at the assembly site, at any storage and pre-assembly sites as well as the access roads are able to withstand the occurring ground pressures and other stresses caused by the assembly vehicles and equipment (e.g. cranes, heavy transports, lifting scaffolds, etc.). Lastly, the Customer is responsible for all information on underground cable shafts, supply lines, other underground lines and cavities that could affect the load-bearing capacity of the ground at the assembly site or the access roads. The Customer shall indicate the location and existence of underground pipes, shafts and other cavities without being prompted to do so. If the Customer culpably fails to comply with this duty to advise, they shall be liable for all resulting damage, including damage to property and consequential damage to Seeland's vehicles, equipment and work devices as well as financial losses.

## The Customer shall also inform the assembly supervisor of any existing safety regulations, insofar as these are of importance for the assembly personnel. The Customer shall notify Seeland of any violations of such safety regulations by the assembly personnel (e.g. contractor instruction, special safety and protective clothing, etc.).

# Assembly period, assembly delay

## The assembly period shall be deemed to have been complied with if the assembly work is ready for acceptance by the Customer by the time it expires or, in the case of a contractually agreed trial run, for its performance.

## If the assembly is delayed due to force majeure, acts of God or measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as the occurrence of circumstances for which Seeland is not responsible, the assembly period shall be reasonably extended insofar as such hindrances can be proven to have a significant influence on the completion of the assembly. This shall also apply if such circumstances occur after Seeland has fallen into arrears with the assembly service.

## If the Customer sets Seeland - taking into account the statutory exceptions - a reasonable time limit for performance after the due date and if the time period is not met, the Customer is entitled to withdraw from the contract within the framework of the statutory provisions.

# Acceptance

## The Customer shall be obliged to accept the assembly work as soon as they have been notified of its completion and any contractually agreed trial run of the object of assembly has taken place. If upon acceptance the assembly proves not to be in accordance with the contract, Seeland shall be obliged to remedy the defect. If there is a non-material defect, the Customer may not refuse acceptance.

## If acceptance is delayed through no fault of Seeland, acceptance shall be deemed to have taken place after two weeks have elapsed since notification of completion of the assembly.

## If the Customer accepts the assembly work without reservation, although they are aware of the defect, all warranty rights of the Customer shall lapse.

# Claims for defects

## After acceptance of the assembly, Seeland shall be liable for defects to the exclusion of all other claims of the Customer, notwithstanding clause 8.2, in such a way that Seeland shall remedy the defects. The Customer shall immediately notify Seeland of any defect discovered in text form.

## If Seeland - taking into account the statutory exceptions - allows a reasonable period of time set for it to remedy the defect to expire fruitlessly, the Customer shall have a right to reduce the assembly price within the framework of the statutory provisions. The Customer's right to reduce the assembly price shall also apply in other cases of failure to remedy the defect. Only if the assembly is demonstrably of no interest to the Customer despite the reduction, the Customer may withdraw from the contract.

# Liability, exclusion of liability

## If, due to the fault of Seeland, the object of assembly cannot be used by the Customer in accordance with the contract as a result of omitted or faulty execution of suggestions and consultations made before or after conclusion of the contract as well as other contractual ancillary obligations, the claims for defects according to clause 7 and the following provisions shall apply - to the exclusion of further claims by the Customer.

## Seeland shall be liable - unless otherwise stipulated in the contract or by law - for damage that has not occurred on the assembly object itself and for whatever legal reasons, only

### in the event of intent or gross negligence on the part of the corporate agents or executive employees,

### in the event of culpable injury to life, limb or health,

### in the event of defects that Seeland has fraudulently concealed, and

### within the scope of a guarantee promise.

In the event of gross negligence on the part of simple agents, Seeland's liability shall be limited to the typical, foreseeable damage, unless Seeland can exempt itself from this by virtue of commercial custom. In the event of culpable breach of material contractual obligations, Seeland shall also be liable for negligence, but limited to the typical, foreseeable damage.

## Further claims are excluded. In the event that claims are lodged against Seeland pursuant to the Environmental Damage Act (USchadG) or other comparable public, national or international regulations, the Customer shall indemnify Seeland to the full extent in the internal relationship, unless Seeland has caused the environmental damage intentionally or by gross negligence.

# Statute of limitation

All claims of the Customer - on whatever legal grounds - shall become statute-barred after 12 months. The statutory time limits shall apply to claims for damages pursuant to clause 8.2 a) - d). If Seeland provides the assembly service on a building and thereby causes its defectiveness, the statutory periods shall also apply.

# Compensation by the Customer

If, for no fault of Seeland, the equipment or tools provided by Seeland are damaged on the assembly site or if they are lost for no fault of Seeland, the Customer shall be obliged to compensate for all resulting damage.

# Final provisions

## All legal relations between Seeland and the Customer shall be governed exclusively by the law on contracts for work and services of the Federal Republic of Germany applicable to the legal relations between domestic parties, even if the place of assembly is located abroad.

## The services provided by Seeland are advance services. Seeland's invoices are to be paid immediately after acceptance and receipt of the invoice without deduction, unless another payment term has been agreed. Offsetting or retention is only permissible with undisputed or legally established counterclaims.

## The exclusive place of jurisdiction is the court responsible for the registered office of Seeland. However, Seeland shall be entitled to bring an action at the principal place of business of the Customer.