

**General Terms and Conditions of Contract of
Salzgitter Mannesmann Forschung GmbH (SZMF) for
equipment and plant construction, repair and maintenance work
(work services)**

State: May 13, 2024



A. General

I. Contract conclusion

1. Our services in the field of equipment and plant construction, repair and maintenance work (hereinafter referred to as "Services") to parties who are not consumers within the meaning of Section 13 German Civil Code [BGB] are provided exclusively on the basis of the following General Terms and Conditions of Contract. Terms and conditions of purchase or other terms and conditions of the customer are hereby rejected. The rejection shall also apply if we do not reject the terms and conditions again after receipt.

2. Our offers are subject to modification.

3. Orders from a customer in any form shall only be deemed accepted when expressly declared by us, unless otherwise agreed with the customer. Likewise, a request for change sent by a customer after contract conclusion will require our confirmation. Silence on our part with respect to an order or a change request does not constitute acceptance or consent.

4. Our declarations in regard to the conclusion, amendment or termination of contracts must be made in writing to be valid; an advanced electronic signature will be sufficient unless otherwise agreed with the customer. Documents computer-created by us within the scope of semi-automated electronic processing of order data are also valid without a signature.

5. In the case of deliveries to EU member states, the customer is obliged to provide us with their VAT identification number prior to the conclusion of the contract.

6. The documents and offers submitted by us and the information contained therein are confidential, may not be made accessible to third parties and do not become the intellectual property of the customer. An offer recipient may only make use thereof in the event of contract conclusion, which will be subject to the additional terms and conditions set out in Part B Section IV.

II. Remuneration, prices and payment terms

1. The remuneration for our Services is calculated according to the contractual agreements.

2. Additional or modified Services which are not included in our price lists and for which no remuneration agreement has been made shall be remunerated in accordance with our applicable hourly rates for third-party services, alternatively at the local remuneration rates customary for comparable services.

3. Incidental costs, such as travel costs, expenses, expert costs, fees and charges, royalties, expenses for plans, blueprints and drawings or employee inventor's

remuneration in the event of the use of an industrial property right as well as any costs of assembly insurance shall be reimbursed to us upon proof, insofar as these have not been expressly agreed as included in the remuneration.

4. We invoice Services provided and reimbursable costs at the agreed times or otherwise immediately after Services have been rendered.

We are entitled to demand instalment payments in reasonable measure. In deviation from Section 632 a of the German Civil Code [BGB], this may also be done according to the progress of the work and for partial work which cannot be used independently by the customer.

5. The remuneration shall be due at the latest on the 15th calendar day of the month following receipt of the invoice.

6. Payments must be made without any deductions of discount such that we can dispose of the full amount on the due date. The customer may only offset claims if they are undisputed or have been judicially established; a customer will only hold retention rights based on the same contractual relationship.

7. Overdue payments will be subject to an interest rate of nine percentage points above the respective base interest rate.

8. If subsequently arising circumstances cause significant deterioration to the customer's financial position and therefore our payment claim becomes endangered, then we will have the right to demand immediate payment and require advance payments for Services still outstanding.

9. The customer can avoid the legal consequences mentioned in the above Clause 8 as well as in Part A., Section IV., No. 5 by providing security in the amount of our endangered payment claim. If the customer fails to make an advance payment or provide adequate security within a reasonable period of time in the cases of the above Clause 8 or in the case of Part A., Section IV., No. 5, we shall be entitled to exercise our right of withdrawal to the exclusion of any claims for compensation on the part of the customer.

10. The legal provisions regarding late payment and assertion of the defence of uncertainty (Section 321 of the German Civil Code [BGB]) remain unaffected.

11. If acceptance has been agreed, the customer shall bear the costs of their own personnel or of personnel commissioned by them and shall reimburse our expenses in accordance with our current price list. Acceptance shall be carried out at our place of business.

12. In the event of a significant change in the costs of raw materials, input materials, energy, transport services or environmental protection or the introduction of new or a significant increase in existing public levies or charges with a comparable effect, whether under civil or public law, which in their entirety or individually lead to a significant increase in our costs for the provision of the contractually

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owed Services compared to the costs on which the conclusion of the respective contract was based, we shall be entitled to a unilateral price increase which is limited to passing on the actual cost increase while updating the original calculation; this shall not apply if a binding or non-binding delivery date was agreed in the first four months after conclusion of the individual contract; furthermore, this shall not apply if the change in costs was specifically foreseeable. The price increase shall be limited to the actual cost change of the calculation component concerned and shall be communicated to the customer immediately. The customer is entitled to withdraw from the affected individual contract within two weeks after receipt of the notification to the exclusion of any further rights.

effect in rem until the agreed remuneration has been paid in full.

4. The customer must notify us immediately of any seizure or other interference by third parties.

5. If the customer defaults on payment and if this indicates a risk to the realisability of a not insignificant part of our claim, we shall be entitled to revoke any rights of use granted.

6. If the value of the existing securities exceeds the secured claims by more than ten per cent in total, we are obliged to release securities of our choice at the request of the customer.

III. Security

1. We are entitled - without prejudice to our statutory and contractual rights - to provision of security of sufficient value for all our claims arising from Services, even if they are conditional or limited in time. If we do not assert our claim to provision of security in individual cases or temporarily or do not assert it in full, this shall not constitute a waiver of the claim to provision of security.

2. If the customer does not provide upon request a requested security or if they do not extend a granted security that is in danger of expiring, we shall be entitled to a right of retention with regard to Services not yet provided. After the fruitless elapse of a deadline, we are entitled to exercise the right of withdrawal with regard to all Services not yet rendered, to the exclusion of any claims for compensation on the part of the customer.

3. A legal lien exists in our favour on objects delivered or provided by the customer which are processed by us or are otherwise the object or auxiliary means of our performance of Services, which serves to secure our claims for remuneration from the performance of our Services including ancillary claims. Statutory liens remain unaffected.

IV. Title retention

1. The customer shall only obtain ownership of the result of Services as well as the rights of use listed in Part B, Section IV. upon full payment of the agreed remuneration. Our property and our exploitation rights may not be pledged or transferred by way of security.

2. In the event that our ownership of the result of Services expires due to combination, mixing or processing, it is already agreed now that ownership of the uniform object created in this case shall pass to us on a pro rata basis (invoice value) until the agreed remuneration has been paid in full.

3. In the event that the result of Services is resold, the customer shall assign all rights from the resale to us with

B. Contract object and execution of Services

I. Object of Service

1. The object of delivery as well as the quantity and the quality to be delivered shall be determined in accordance with the individual written agreement.

2. Unless otherwise agreed in an individual contract, the customer shall only be entitled to demand goods from our own production or Services provided by us.

3. We provide our Services in accordance with the principles of proper professional practice by qualified employees. We reserve the right to select the employees deployed for contract fulfilment. We have the right to use third parties in Service performance.

4. The customer must support and facilitate our Services to the extent agreed, and otherwise to the extent necessary and required. This particularly includes – but is not limited to – communication of all necessary information, data and general conditions as well as accurate and timely answering or decision-making regarding questions which arise for continued Service execution.

5. Contact persons or points of contact named by the customer will be authorised to make the declarations or decisions from the customer needed for Service performance.

6. The customer is responsible for the timely provision of plans and execution documents, insofar as these are not to be prepared by us.

7. Outside our sphere of operation, the customer shall ensure that there is sufficient room for construction or assembly and that any necessary media (e. g., electrical energy, water, gas, compressed air) are provided free of charge for us. The same applies to the provision of sanitary facilities, changing rooms, etc.

8. The customer shall be responsible for obtaining and submitting in due time all permits, approvals or notices from domestic, foreign, European or other authorities that may be required and for carrying out any official inspections that may be necessary for the performance of the Services. We will support the customer in this to the extent necessary, if agreed.

II. Service provisos; dates; force majeure; transfer of risk

1. All periods of time and dates for the performance of Services will commence on the date of our order confirmation, yet not before full clarification regarding all order details or regarding the availability of all materials and/or information to be provided by the customer. They are generally non-binding unless they have been expressly agreed as binding in individual cases; the usual indication of periods of time and/or dates in orders, order confirmations, etc. is not sufficient for this purpose.

2. All periods of time and dates for the performance of Services are subject to unforeseeable operational disruptions and timely, correct and sufficient self-supply with necessary materials, raw materials, input materials and external services as well as the timely issuance of any permits, approvals or notices required for the performance of the Services, e.g. – without being limited to this – in accordance with the German Building Code [BauGB], the German Federal Immission Control Act [BImSchG] or other public-law provisions.

3. The exceeding of periods of time and dates for the performance of Services confirmed subject to provisos shall not constitute a default.

4. If the customer does not fulfil contractual obligations – including cooperation or ancillary obligations – such as opening a letter of credit, providing domestic or foreign certificates, permits or approvals, making an advance payment or similar, in a timely manner, we are entitled to reasonably postpone our periods of time and dates for the performance of Services – without prejudice to our rights arising from default on the part of the customer – in accordance with the needs of our operational processes; the same shall apply in the event of changes to the task, the ordering of additional Services or in the event of delays or deficiencies in cooperation owed by the customer or other hindrances arising from the customer's sphere of influence.

5. The time of receipt of the notification of readiness for acceptance or – if the work is to be dispatched – the time of dispatch ex works shall be decisive for compliance with periods of time and dates for the performance of Services.

6. In cases of force majeure, the contractual obligations of both parties will be suspended and the periods of time and dates for the fulfilment of contractual obligations will be postponed accordingly; cases of force majeure will also include industrial disputes in our own and other companies, serious transport hindrances, serious breakdown of machinery, government measures, epidemics, pandemics and other circumstances for which neither party is responsible. The occurrence of force majeure must be notified to the other contract party without delay. No earlier than six weeks after a force majeure event, each contract party will have the right to withdraw from the contract to the exclusion of any obligation to provide corresponding compensation.

7. In the event of non-compliance with bindingly agreed periods of time or dates for the performance of Services, the customer is only entitled to the rights under Sections 281, 323 of the German Civil Code [BGB] if the customer has set a reasonable deadline for performance which – in this respect in deviation from Sections 281, 323 of the German Civil Code [BGB] – is combined with the declaration that the customer will refuse acceptance of Services after such deadline has passed; if the deadline passes without successful performance, then the right to fulfilment will be excluded. An additional grace period with threat of refusal will not be required in the event of a final refusal to perform by us.

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8. In the event of delay, we will only be liable for damages and expenses evidenced by the customer and arising from or in connection with delays in owed Services if there has been culpable failure to meet bindingly agreed periods of time or dates for performance of Services; in such case, our liability will be measured in accordance with the provisions laid out in Part C.

9. Without prejudice to the legal duty to mitigate damages, the customer will particularly be obligated to notify us in writing without delay of any impending damage caused by delay as is recognisable to the customer. We reserve the right to suggest to the customer alternative possibilities for obtaining the Service.

10. The customer may withdraw from the contract without setting a deadline for performance in the event performance of the overall Service has become definitely impossible for us. Additionally, the customer can withdraw from the contract if with respect to the order it becomes impossible to perform part of the Service and the customer has a justified interest in refusing partial Service. If such is not the case, then the customer must pay the contract price attributable to the partial Service. The same applies in the event of incapacity on our part. Otherwise, Part C will apply accordingly.

11. Irrespective of any acceptance, the risk of accidental loss and/or deterioration of the Services shall already pass to the customer if the Services or parts thereof are taken to a place other than our works (e.g., without being limited to, the place where the work is to be erected) in accordance with the contractual agreements or on the customer's instructions. The same shall apply in the event that the customer takes possession of, uses or operates the Services or parts thereof.

III. Scope of Services and performance of Services

1. We provide our Services, including their quantity, dimensions and quality, in accordance with the express agreement in the individual contract, in the absence of such agreement in accordance with the technical standards applicable to the Services at the time of conclusion of the contract, and in the absence of such standards in accordance with trade practice and custom.

2. The risk of the suitability of the Services rendered by us for the purpose intended or assumed by the customer or the usual purpose or use lies exclusively with the customer. A special intended use or special suitability requirements with regard to the contractual agreed Services require an express written agreement.

3. Deviations in dimensions, weight and quality are permissible within the framework of applicable DIN standards or current practice, unless otherwise agreed.

4. If the customer intends to use our Services for safety-relevant items or safety components, the necessary special care requirements and the item, the number and the scope

of the safety tests to be carried out by us require express agreement in the contract. This does not relieve the customer of their exclusive responsibility for the suitability risk and use risk.

5. The contents of the contractual agreements and any expressly agreed purpose or use will not constitute a (quality and/or durability) guarantee; any assumption of a guarantee will require an express written agreement.

6. Unless otherwise agreed, the goods are delivered unpacked and not protected against rust. If packaging is expressly agreed, it shall be invoiced to the customer and shall not be taken back as a matter of principle unless we expressly request it to be returned. In this case, the customer shall pay a usage fee and deposit for the packaging.

7. Insofar as we produce things within the scope of our contractual Services (e.g., without being limited: prototypes, samples, etc.), these shall, unless otherwise agreed, be deemed to be research, trial or test items which are not ready for series production. The customer must take this into account in their use and handling.

8. Changes, additions or extensions to the scope of Services require a special written agreement in which the effects on the remuneration and any periods of time for performance of Services are to be specified. Without a corresponding written agreement, we are not obliged to carry out changes or extensions to the scope of Services.

IV. Work result; rights of use

1. Any research and development result arising from the performance of Services shall be made available to the customer after completion of the order in accordance with the offer.

2. Insofar as copyrights, patent rights or other industrial property rights have arisen in or from our Services, we shall be exclusively entitled to these.

3. The customer will receive a non-exclusive and gratuitous exploitation right for the purpose on which the order is based for inventions created during the performance of Services (including know-how, copyrighted works and databases) as well as for the respective industrial property rights filed by and granted to us. This also includes the right to further process, manufacture and distribute corresponding products. The customer will reimburse us a share to be agreed of the costs for the filing, maintenance and defence of industrial property rights and will pay a flat fee for employee inventor's remuneration in the event of exploitation, with the corresponding amount being agreed for the individual case

4. If already existing industrial property rights belonging to us or to other companies affiliated with us within the meaning of Section 15 et seq. of the German Stock Corporation Act [AktG] are included in our Service and are

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absolutely necessary for the customer's exploitation of our Service, then the customer will receive a simple, non-exclusive exploitation right against payment, limited to exploitation of the respective rights within our Service as a whole and exclusively within the scope of the agreed purpose, provided there are no other conflicting obligations on our part and no other agreement has been made in the offer.

5. The customer may only claim the above rights after all requirements in accordance with Part A., Section IV., No. 1. have been fulfilled.

6. Joint inventions, i. e. inventions jointly obtained by the contracting parties during the execution of the order, may be used and licensed by either Party without financial compensation. The inventor's remuneration shall be borne by the contracting parties themselves. The costs of filing, maintaining and defending the intellectual property rights concerned shall be borne by the contracting parties in proportion to their shares in the invention. The foregoing shall apply mutatis mutandis to works protected by copyright which are jointly created by the contracting parties during the execution of the order.

V. Third-party industrial property rights

1. Within the scope of due diligence customary in the industry, the customer must ensure that no third-party copyrights, patents or other industrial property rights (hereinafter referred to as "industrial property rights") are violated by the Services being ordered by them.

2. We shall notify the customer without delay of any third-party industrial property rights of which we become aware during the execution of the order and which might conflict with the use agreed in accordance with Part B, Section IV., No. 3. The contracting parties shall decide by mutual agreement how these industrial property rights are to be taken into account in the further execution of the order.

3. We shall be liable for the infringement of third-party industrial property rights under the conditions of Part B, Section VI., No. 5 and Part C if we have breached our duty to inform.

VI. Acceptance and rights relating to defects

1. After completion and a corresponding request, the customer is obliged, unless otherwise agreed in an individual contract, to accept the Service within 10 working days. If this period of time expires without result for which we are not responsible, acceptance shall be deemed to have been granted. The Service shall in any case be deemed to have been accepted when it is put into use or sold.

After acceptance has been carried out, claims will be excluded for defects that could have been detected during acceptance.

If no acceptance has been agreed, the customer shall immediately inspect the result of the Service delivered by us and immediately give notice of any defects. Claims due to recognisable defects shall only exist if they are notified to us within a period of 14 days from delivery.

2. In the event of complaints, the customer must provide us with an opportunity to perform a corresponding inspection of the Service without delay. In the event of unjustified complaints, we reserve the right to charge the customer for freight and handling costs as well as for the inspection expenditure.

3. If the Service result achieved by us proves to be defective, we shall first be given the opportunity to remedy the defect - depending on the type of Service result, the defect and the other circumstances also several times - by way of cure, at our choice by rework or replacement delivery.

4. If we refuse cure or if cure fails or is unreasonable for the customer, the customer may, at their option, either withdraw from the contract or demand a reduction in the remuneration owed or compensation for damage. The right of withdrawal can only be exercised in the event of a significant defect. It expires if the customer does not declare the withdrawal at the latest 14 days after receipt of the notification of the refusal or failure of cure or at the latest 14 days after the point in time at which the unreasonableness of cure becomes apparent to the customer. Further claims, such as compensation for damage or wasted expenses, will only apply in accordance with Part C.

5. In the event of a defect of title due to the infringement of third-party industrial property rights, we shall only be liable if these rights exist in the Federal Republic of Germany, the customer uses the result of the Service in accordance with the contract and is justifiably claimed against in this respect by the third party and the customer has immediately informed us in writing of the claims asserted by the third party. In this case, cure shall be effected in such a way that we obtain for the customer the right of use in accordance with the contract or modify the result of the Service in such a way that the third-party industrial property rights are not infringed.

6. Claims based on defects shall become statute-barred in accordance with Part B Section VII.

7. The customer's recourse rights against us are limited to the legal scope of the third-party defect rights asserted against the customer and are contingent upon the customer having complied with the obligation to inspect and give notice of defects as is incumbent on the customer in the relationship with us. The customer is obliged to defend such claims.

8. Flat rates for complaints or compensation of damage and contract penalties will not be accepted.

9. Application of the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention) will only occur with the proviso that claims against us for damage and expenditure compen-

sation due to defective Service or due to other defaults in performance will only be valid in the event of culpability on the part of our legal representatives or vicarious agents and only within the limits set out in Part C below. The above limitation does not apply to personal injury, damage to privately used property or other cases of mandatory liability under law.

VII. Statute of limitations

1. The customer's claims for breach of duty and for tort shall become statute-barred within 12 months. This does not apply insofar as the law in Section 438 Paragraph 1 No. 2, Section 479 Paragraph 1 (right of recourse) and Section 634a Paragraph 1 No. 2 1st alternative (construction defects) of the German Civil Code [BGB] prescribes longer periods of time or we are liable due to intent or gross negligence.

2. If acceptance of the result of the Service is provided for, the limitation period for claims due to defects shall commence upon acceptance, otherwise upon handover.

3. Negotiations between the contracting parties about claims or about the circumstances giving rise to the claim shall suspend the limitation period. The suspending effect ends if one contracting party does not comply with the request of the other contracting party to continue the negotiations within 4 weeks.

4. Rework or replacement delivery will not cause this limitation period to start anew.

C. General limitations on liability

1. Our liability for damage or expense compensation for any legal reason will be excluded or limited in accordance with the provisions laid out in this Part C.

2. We will exclusively hold liability in the event of intent or gross negligence on the part of our legal representatives or vicarious agents or in the event of culpable breach of material contractual obligations.

3. In the event of culpable breach of material contractual obligations, our liability will be limited – except in cases of intent or gross negligence on the part of our legal representatives or vicarious agents – to the foreseeable damage typical for the contract.

4. Liability for loss of production and loss of profit is excluded in all cases.

5. Our liability for any legal reason will be limited to total order value, unless there is higher insurance coverage or there are higher compensation claims against third parties outside our Group of Companies. If the total order value

excluding legally applicable value-added tax is lower than EUR 50,000, then the maximum amount of liability will be EUR 50,000 unless there is higher insurance coverage or there are higher compensation claims against third parties outside our Group of Companies.

6. The liability risk for any potential radiation damage will lie solely with the customer. The customer must indemnify us and hold us harmless with respect to all liabilities, costs, damages and expenses arising from or attributable to any legal claim based in whole or in part on the direct or indirect exploitation of our Service in connection with high-energy ionizing radiation (such as radiation from radioactive substances or x-rays).

7. The liability exclusions and limitations laid out in these Terms and Conditions of Contract will not apply in the event of intent, personal injury, damage to privately used property, and in other cases involving mandatory liability under law.

D. Other provisions

I. Value-added tax

We separately charge legally applicable value-added tax on remuneration and/or prices.

II. Data processing

1. Data accrued in connection with the contractual relationship and order processing will be electronically processed and stored.

2. We reserve the right to disclose data relating to contract and payment processing as well as other information from the contractual relationship as is suitable for assessing creditworthiness to insurance companies and institutions for securing supplier credit as well as for assessing creditworthiness via electronic means.

III. Confidentiality and publications

1. The parties undertake to treat as confidential and not to disclose to third parties all information of a technical or commercial nature which they obtain directly or indirectly from the other party within the framework of the order for the duration of the order and for a period of five years after its termination. Third parties in this sense do not include employees of companies affiliated with us under Section 15 of the German Stock Corporation Act [AktG].

2. These confidentiality obligations also extend to all of the parties' employees and agents. The parties must impose suitable confidentiality obligations on such persons.

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3. These confidentiality obligations do not apply to information that is demonstrably generally known, becomes generally known through no fault of the party obliged to maintain confidentiality, was or is lawfully obtained from a third party, already exists at the receiving party or must be disclosed due to mandatory regulations; the parties must immediately notify each other in advance in the event of disclosure due to mandatory regulations unless prior notification is impossible or unreasonable.

4. After prior agreement with us, the customer is entitled to publish the result of the Service, naming the author and our company. Such agreement shall consider the fact that applications for intellectual property rights are not impaired. The customer must not use our name for advertising purposes without our express consent.

5. In the case of publications intended by us concerning the purpose of use, we shall seek agreement with the customer in a timely manner insofar as the rights of the customer are affected.

IV. Contract term and termination

The contract will end upon performance of the agreed Service or once the agreed period of time has expired. However, the contract can be terminated at an earlier time as per month-end with eight weeks of prior written notice if necessary due to customer operational reasons. In such case, we will have the right to receive the agreed remuneration less any expenses saved.

V. Written form

Side agreements, amendments and supplements must be made in writing.

VI. Applicable law

All legal relationships between the contracting parties will be governed exclusively by the laws of the Federal Republic of Germany and the "United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980".

VII. Place of performance and legal venue

1. The place of performance for our Services and the place of performance for payments by the customer shall be Salzgitter or Duisburg.

2. The exclusive legal venue will be – at our discretion – Braunschweig or Duisburg or the customer's general legal venue.

VIII. Compliance with Export-Control Obligations

The purchaser undertakes to acquire, use or resell the goods only for lawful purposes and in compliance with all legal provisions of the Federal Republic of Germany and the destination country. In particular, the purchaser undertakes to fully comply with all direct and indirect trade restrictions and sanctions as well as any export registration or approval requirements that apply in Germany with regard to the goods and to provide us with evidence of this in a suitable form upon request. In the event of non-compliance with the above obligations, we shall have the right to withhold delivery until the purchaser provides appropriate evidence of compliance. After unsuccessful deadline, we have the right to terminate the contract without notice or to withdraw from the contract at our own discretion. Any costs incurred by us as a result of the purchaser's non-compliance shall be borne by the purchaser.

The purchaser further declares that it is not a prohibited party within the meaning of the EU sanctions regulations and that it is not by means of voting rights, share of capital or in any other way directly or indirectly controlled by a prohibited party. The purchaser must inform us unsolicited of any classification as a prohibited party or of a domination by a prohibited party. In the event of classification as a prohibited party or domination by a prohibited party, the purchase contract expires.