

General Terms & Conditions H-BAU Technik GmbH (H-BAU Technik)

(as of 10/2020)

1. Scope of Application

1.1 The present General Terms & Conditions constitute an integral contractual component of all purchase agreements, contracts for work and materials and contracts for work and services concluded by H-BAU Technik with enterprises; with persons acting in exercise of their trade, business or profession when entering into the contract (entrepreneurs); with legal entities under public law; or with special assets under public law (hereinafter referred to as "Contracting Parties"). This also applies to all future transactions of the above-specified nature, even if the present General Terms & Conditions have not been expressly incorporated into such a future transaction.

1.2 Any general terms and conditions of the Contracting Party or of third parties will not become an integral contractual component unless H-BAU Technik has expressly consented thereto in writing in individual cases.

1.3 Deviations from the present General Terms & Conditions shall only be valid if they have been agreed in writing in individual agreements with the Contracting Party. This shall particularly apply to any contractual provision that waives the present requirement as to the written form.

1.4 If the deliverables owed by H-BAU Technik also include installation/construction services, the provisions of the German Construction Tendering and Contract Regulations (VOB/B, Vergabe- und Vertragsordnung für Bauleistungen (VOB) Teil B Allgemeine Vertragsbedingungen für die Ausführung von Bauleistungen) shall apply subordinately and in addition.

2. Offer and Documentation

2.1 Any and all offers, catalog data or submitted plans, illustrations, cost estimates or samples provided by H-BAU Technik are subject to change.

2.2 Oral confirmations by H-BAU Technik preceding the conclusion of the contract are non-binding. Oral understandings will be replaced by the written contract, unless they each expressly state that they continue to be effective and binding.

2.3 The only "guaranteed characteristics" will be those expressly designated as such in the respective order confirmation or specifications. Apart from that, any illustrations, drawings, weight-related data or dimensions provided will be approximations. Unless they have been expressly designated as binding, customary deviations are permitted. The right to make modifications is reserved.

2.4 H-BAU Technik retains ownership rights and copyrights regarding estimates, drawings, samples and other documents. These may not be made accessible to third parties without

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H-BAU Technik's express consent. The foregoing specifically applies to any plans or calculations. These are to be used exclusively in conjunction with products sold by H-BAU Technik.

3. Prices

3.1 All stated prices are net prices ex dispatch warehouse of H-BAU Technik; they include the costs of standard packaging and loading but do not include the following costs, which are to be assumed by the Contractual Partner: special packaging (e.g. for overseas shipments or special transport protection requested by the customer), transport insurance, taxes, charges and levies, customs duties, permit fees, as well any other costs associated with delivery.

3.2 Unless specifically agreed otherwise, the list prices valid as of the time of conclusion of contract will be charged.

3.3 If the agreed delivery period is over four months, the list prices valid at the time of delivery shall apply, in each case less an agreed percentage or fixed discount from the list price valid at the time of conclusion of the contract plus the current alloy or inflation surcharge.

3.4 Orders with a value below EUR 150 will be billed along with a small-volume surcharge of EUR 25 plus shipment costs.

3.5 The following cost items are not included in the prices agreed for an order (including installation work) and will be payable on a time basis:

- Any additional work/services ordered;
- Additional installation work required because actual conditions on the construction site deviate from the basic assumptions underlying the offer;
- Transport of material across a construction site if the distance between the storage area / unloading point and the place of use is more than 100 m;
- Transport of materials to a different vertical level (e.g. a building level or a stage) without the aid of a freight lift or crane being available free of charge at any time;
- Disassembling and reassembling of material that had already been properly installed;
- Modifications made during installation to the materials shown in the catalogue;
- Additional, subsequent installation work that requires shifting the working location to an already completed section of the construction project;
- The uncovering of slots on existing hollow rails;
- Delays caused by construction-site related factors that are not the fault of H-BAU Technik;
- Participation in construction meetings and preparation of material samples, either because no binding installation drawings were available at commencement of installation work or because the layout of the rails is to be decided at meetings;
- The assembler's outbound and return travel and the renewed setup of the construction site, insofar as installation is interrupted due to construction-site related reasons

4. Scheduled Dates

4.1 Fixed delivery periods and deadlines must be expressly agreed in writing. In cases of doubt, the date of H-BAU Technik's order confirmation shall be decisive for the beginning of a delivery period.

4.2 Any delivery dates agreed shall apply only subject to the precondition of all required details of the order having been clarified in due time and of the timely fulfillment of all of the Contracting Parties obligations (e.g. obtaining the required certifications from the public authorities or making a prepayment).

4.3 The date on which the delivery is made is defined as the day on which the goods leave the dispatch warehouse.

4.4 H-BAU Technik is entitled to perform partial deliveries and to bill for same.

4.5 Insofar as H-BAU Technik is unable to honor a scheduled deadline for reasons for which it is not at fault (e.g. disruptions affecting operations, transport or shipping; military conflict or acts of terror; fire damage, unforeseeable shortages of personnel, energy, raw materials or supplies; strikes or lockouts; directives from government authorities, etc.), the affected deadline shall be postponed by the duration of the relevant hindrance plus a reasonable response time. An inability to perform in the above sense shall also be deemed given whenever H-BAU Technik does not receive timely delivery from a supplier, provided a supply agreement of identical coverage has been concluded and neither H-BAU Technik nor its supplier is at fault. In such case, H-BAU Technik shall notify the Contracting Party without undue delay and shall at the same time communicate a new delivery date.

4.6 As a general rule, a rescission of the agreement on the grounds of non-adherence to scheduled deadlines shall affect only the part of the agreement that has yet to be fulfilled, provided the work/services already delivered are usable.

4.7 If the execution of work/services is delayed for reasons that are not the fault of H-BAU Technik and that have not arisen within its scope of performance, then H-BAU Technik shall be entitled to be reimbursed for any excess costs demonstrably incurred.

4.8 There is no claim to having the seller accept the return of any unneeded goods. Returns of current, standard catalogue goods in a defect-free and re-sellable condition may be accepted subject to prior consultation and notification within three months of their original delivery, whereby the return shipment must be delivered freight paid to the door of the branch. The purchase price will be reimbursed once the goods have been inspected and after deducting a fixed processing and distribution fee in the amount of 25% of the net purchase price, the minimum fee being EUR 50. Any costs necessary for subsequent improvement and repackaging will also be deducted, namely on a time and materials basis. Return shipments of specially executed materials or of already opened packaging units will not be accepted.

5. Allocation of Risk/Passing of Risk

5.1 The place of performance for deliveries is the dispatch warehouse. If the Contracting Party is to pick up the goods itself, then the risk shall pass to the Contracting Party upon the goods being made available for pick-up; if the goods are to be shipped, then the risk shall pass to the Contracting Party upon the goods' handover to the freight forwarder or carrier, but in any case by no later than their departure from the plant or warehouse. If the shipping process is delayed for reasons that are not the fault of H-BAU Technik, the risk shall pass to the Contracting Party once notice is given that the goods are ready for shipment.

5.2 Storage costs incurred after the passing of risk shall be assumed by the Contracting Party. If the goods are to be stored by H-BAU Technik, storing costs of 0.25% of the invoice amount for the deliverables to be stored will be charged for each expired week. The right to assertion and verification of further storage cost, remains reserved.

6. Payment

6.1 Unless otherwise agreed in individual cases, payments for deliveries will fall due as follows:

- One third upon conclusion of contract;
- One third once the goods are ready to be shipped;
- One third upon actual delivery.

6.2 The amount of the respective invoice will be payable to H-BAU Technik within 14 days of the receipt of the invoice. The time the payment is received by H-BAU Technik shall be decisive for the timeliness of payment.

6.3 The Contracting Party consents to being billed in electronic form (via email).

6.4 The Contracting Party is to review all invoices for accuracy and completeness without undue delay. Objections against an invoice are to be raised in writing within the payment deadline. Otherwise formal objections against the invoice by the Contracting Party shall be excluded after the expiry of this period.

6.5 Insofar as value added tax is applicable, it must be added to the respective payment amount at the statutory rate of value added tax valid as of the time of delivery.

6.6 If the payment deadlines are not met, H-BAU Technik shall be entitled to demand immediate payment in cash for all deliveries. The same shall apply in circumstances that cast legitimate doubt on the Contracting Party's creditworthiness.

6.7 If the Contracting Party has agreed to render payment by way of a SEPA direct debit mandate, then it must provide H-BAU Technik with signed and completed copies of the current SEPA forms. The direct debit will be executed on the day specified for this purpose on the invoice. Communication of this date on the invoice will be deemed sufficient

notification of the planned debit (pre-notification). The Contracting Party is under obligation to ensure that sufficient funds are available on the designated bank account.

6.8 The offsetting of claims with counterclaims is permissible only insofar as the counterclaims are undisputed or have been legally established.

7. Reservation of Title

7.1 H-BAU Technik reserves title to the delivered goods until all of its existing and/or future claims under the business relationship – irrespective of their legal grounds – have been satisfied in full.

7.2 The Contracting Party is entitled to further process the products sold by H-BAU Technik, or to combine them with other products/work results, within the context of its regular business operations. In order to secure H-BAU Technik's claims to remuneration, H-BAU Technik acquires co-ownership to any items resulting from such processing or combination in accordance with the proportional input value; the Contracting Party hereby transfers such co-ownership based on the proportional input value.

7.3 The Contracting Party is entitled to act as re-seller in the context of its regular business operations, either in return for cash payment or under reservation of title. The Contracting Party hereby already assigns to H-BAU Technik any and all future claims and ancillary rights in connection with re-sales. If the products of H-BAU Technik are sold in conjunction with other goods, the Contracting Party hereby assigns a pro rata portion of its claim to the total purchase price so as to cover the price of H-BAU Technik's products. The claims assigned hereunder shall serve to secure all claims arising under the business relationship. The Contracting Party is entitled to collect the assigned claims.

7.4 Upon H-BAU Technik's request, the Contracting Party must - without undue delay - provide written notice as to the identity of the buyers to whom it has re-sold goods that are owned or co-owned by H-BAU Technik; the Contracting Party must also identify the claims to which it is entitled in connection with the re-sale and must provide H-BAU Technik with publicly notarized deeds of assignment for such claims at its own expense. The Contracting Party is obliged to immediately notify H-BAU Technik of seizures or other legal impairments with regard to items or claims belonging to H-BAU Technik in whole or in part.

7.5 H-BAU Technik is entitled to revoke the rights conferred under this section in the event of default of payment or another culpable breach of contractual obligations and to demand the return of H-BAU Technik's goods that are in its conditional ownership or co-ownership

7.6 Should the value of the securities existing for H-BAU Technik exceed their claims by more than 10%, H-BAU Technik shall release securities upon request of the Contracting Party according to their choice.

7.7 If the reservation of title is not legally valid under the legal system governing the place at which the goods are located, then a security that corresponds to a reservation of title under said legal system will be deemed agreed. If the creation of such rights requires the

cooperation of the Contracting Party, then the Contracting Party must take all measures that may be required to establish and uphold these rights.

8. Complaints / claims for defects / liability

8.1 Insofar as H-BAU Technik is not responsible for installing the goods, the Contracting Party is to inspect them for contractual compliance without undue delay after receiving them, particularly to identify any deviations in their type, quantity, and weight as well as any evident material defects. Recognizable defects must be reported in writing to H-BAU Technik without undue delay after being discovered, whereby any processing of the affected goods must be stopped immediately. Failure to do so shall result in the goods being deemed formally accepted.

8.2 In event of a defective performance, H-BAU Technik will first of all provide warranty by either remediating the defect or by delivering a defect-free good (subsequent performance), the choice being at H-BAU Technik's discretion. The Contracting Party will not be able to claim failure of subsequent performance unless two attempts at subsequent performance have failed or unless no attempt at subsequent performance has been made within a reasonable grace period after the defect was reported. In cases of doubt, a reasonable grace period will be deemed to be one that corresponds to the contractually agreed delivery period.

8.3 Goods that are the object of a complaint must be surrendered for inspection purposes. If a defect is confirmed, H-BAU Technik shall assume the necessary expenses incurred for the inspection. H-BAU Technik is entitled to demand reimbursement for costs incurred due to an unfounded demand for remediation. This shall not apply, however, if the non-defective nature of the goods was not recognizable for the Contracting Party.

8.4 If a delivery is defective and the Contracting Party is already aware of the defect when installing or setting up the defective good, then the Contracting Party's claims to reimbursement of the necessary costs incurred to remove the defective good and to install or set up the remediated good or subsequently delivered defect-free good (reimbursement of expenditures) shall be excluded. If the Contracting Party remains unaware of a defect due to its own gross negligence, the Contracting Party will not be able to assert claims regarding this defect unless H-BAU Technik has fraudulently concealed the defect or has issued a guarantee for the characteristics of the good in question.

8.5 Contractual warranty claims for work/service that is not intended for a building structure will be subject to a limitation period of one year. The same shall apply to claims of the Contracting Party for reimbursement of expenditures pursuant to Section 445 a) of the German Civil Code (BGB, Bürgerliches Gesetzbuch), insofar as the last contractual agreement in the supply chain did not involve a sale of consumer goods.

9. Liability for Damages

9.1 To the extent that H-BAU Technik's liability for damages depends on culpability, it shall be limited according to the provisions of this Section.

9.2 H-BAU Technik shall not be liable for simple negligence on the part of its representative or supervisory bodies (Organe), legal representatives, employees or other vicarious agents unless a violation of essential contractual obligations is involved. Essential contractual obligations include the duty to ensure that performance is timely and free of any defects that impair the functionality or serviceability of the deliverables rendered to a greater than negligible extent; they also include the respective duties to advise, to safeguard, and to exercise due care that are intended to enable the Contracting Party to make contractually compliant use of the deliverables, or that have the purpose of protecting the life and limb of the Contracting Party's personnel and the Contracting Party's property from significant damages.

9.3 Insofar as H-BAU Technik provides technical information or consulting services and such information/consulting does not form part of its contractually agreed and owed scope of performance, such activities will be free of charge and excluded from any liability.

9.4 Insofar as H-BAU Technik is liable on the merits for compensation of damages, such liability shall be limited to the damage that H-BAU Technik had foreseen as a possible consequence of a contractual breach at the time of conclusion of contract, or which it ought to have foreseen had it exercised the customary level of due care. Moreover, indirect damages and consequential damages resulting from a deliverable being defective will be eligible for compensation only insofar as they typically can be expected when the deliverables are utilized in contractually compliant fashion.

9.5 In cases of liability for simple negligence, H-BAU Technik's obligation to provide compensation for material damages and any additional financial damages resulting therefrom shall be limited to EUR 10,000,000.00 per damage event. This shall also apply if a breach of essential contractual obligations is involved.

9.6 The above exclusions and limitations of liability shall apply to the same extent in favor of H-BAU Technik's supervisory and representative bodies (Organe), legal representatives, employees, and other vicarious agents.

9.7 These exclusions and limitations of liability shall not apply in cases involving any of the following: willful or grossly negligent conduct; guaranteed characteristics; injury to life, limb or health; claims under the German Product Liability Act (ProdHaftG, Produkthaftungsgesetz); or claims asserted on the basis of data protection law.

10. Additional Terms & Conditions for Installation Work

10.1 Services provided by the Contracting Party

Upon order placement, the Contracting Party automatically warrants that it will render the following deliverables free of charge to the Contractor:

- Deployment of an on-site, German-speaking construction supervisor authorized to issue instructions (including the commissioning of time-charge work and of supplementary

work, as well as for technical determinations) and to provide the measurement of quantities and services.

- Coordination with the various other trades;
- Plans and drawings, in editable data format, which comply with Section 3 of the German Construction Tendering and Contract Regulations (VOB/B, Vergabe- und Vertragsordnung für Bauleistungen (VOB) Teil B Allgemeine Vertragsbedingungen für die Ausführung von Bauleistungen);
- Sufficient lighting in corridors and workrooms;
- Dry workrooms, interior temperatures of at least 12 degrees centigrade;
- Construction site power for localized lighting and electrical tools; electrical connections for 380/220 V power situated no more than 50 m away from the respective working location;
- Fixed, accident-proof scaffolding or suitable hoisting platforms for installation work at a height of over 4.00 m above installation level;
- Unencumbered freedom to perform installation work; i.e. the respective installation level below the individual installation points is kept free of all materials and can be accessed with a mobile scaffold tower.
- Completion of all preliminary construction work, particularly of all masonry and breaking/demolition work;
- Assurance that installation can proceed without interruption during normal working hours;
- A lockable, lit storage room for tools and incidental materials;
- Sufficient space for crew containers and, if needed, office containers;
- Sufficient changing facilities and water for washing up, sanitary facilities;
- Provision of protection for the deliverables rendered by the Contractor, insofar as these will be made accessible to third parties before the performance is formally accepted as complying with contractual and official requirements;
- Any required pre-occupancy cleaning.

10.2 Formal acceptance; measurement of quantities and services

The Contracting Party must provide the measurement of quantities and services in connection with the installation work together with H-BAU Technik and is to formally accept the performance as complying with contractual and official requirements – also by way of partial acceptance, if needed – before they are covered by subsequent work or before they are utilized by other trades. Otherwise, the performance in question will be deemed formally accepted six business days after the first use and/or the concealment.

Joint measurement of quantities and services delivered and joint formal acceptance shall also be performed for any self-contained section of the construction project, levels or installation phases that have been completed.

If the person authorized to perform the measurement of quantities and services on the Contracting Party's behalf fails to appear on site as scheduled, or if the installation work done by H-BAU Technik is covered before the Contracting Party is informed or given the opportunity to perform a joint measurement of quantities/services, then H-BAU Technik

shall be entitled to settle accounts in accordance with its own measurement of these quantities and services.

In such a case, in which the deliverables have been covered by subsequent work, H-BAU Technik shall be entitled to also settle accounts on the basis of the planning documents plus a safety surcharge of 10%. The Contracting Party reserves the right to demonstrate that lesser quantities/services were actually delivered. If the Contracting Party requests a second on-site meeting to jointly provide the measurement of the quantities/services or to jointly perform formal acceptance of the performance as complying with contractual or official requirements, then the Contracting Party shall bear the associated travel costs.

If construction work is interrupted through no fault of its own, H-BAU Technik shall be entitled, at its free discretion, to either request partial acceptance and partial remuneration for those materials already delivered (costs of material not including installation costs), or to request that a lockable space be provided within which to store them. Otherwise, H-BAU Technik may transport the materials back and have them re-delivered (once the interruption is over), all at the Contracting Party's expense. This shall also apply if materials that have been delivered in due time cannot be installed because the necessary preparatory construction work has not been carried out.

H-BAU Technik is entitled to render its deliverables by way of qualified subcontractors.

11. Data Protection

H-BAU Technik processes personal data in accordance with the applicable data protection regulations. Detailed explanations on how H-BAU Technik processes personal data are provided in the separate informational bulletin on data protection.

The Contracting Parties undertake to maintain confidentiality. They undertake to process any personal data that become known to them in the course of implementing the agreement exclusively in a lawful manner and in compliance with applicable data protection laws. The Contracting Parties furthermore undertake to only deploy personnel who have been contractually bound to maintain confidentiality and who have been appropriately briefed and instructed.

12. Place of Jurisdiction / Choice of law

The place of jurisdiction for any disputes that may arise from the business relationship between the parties shall be the registered seat of H-BAU Technik. However, H-BAU Technik is entitled to bring legal action at the registered seat of the Contracting Party or at the delivery address/location of the respective construction project. German law shall govern exclusively, whereby the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly precluded.

13. Miscellaneous Provisions

If the contract or these General Terms contain any gaps, such legally effective provisions shall be deemed as agreed, that would have been agreed on by the Contracting Parties with regard to the commercial objectives of the contract and the purpose of these General Terms, had they been aware of the gap.

In the event of differences between the English and the German version, the German version of the General Terms & Conditions shall be decisive.