

**General Terms and Conditions of Delivery and Sale  
for AICHELIN Service GmbH**  
(status as of 06/2020)

Reliability at work

**A. Application Area and Signing of the Agreement**

**I. Scope**

1. The General Terms and Conditions of Delivery and Sale for AICHELIN Service GmbH shall apply to all services and goods deliveries (Section C), conversions/upgrades, installations, maintenance and other service work (Section B) commissioned by the customer. The conditions shall apply to all business transactions in Germany and abroad.
2. Conflicting or deviating General Terms and Conditions of the customer shall not apply unless AICHELIN Service GmbH has recognised them expressly in writing.
3. The scope of the General Terms and Conditions is limited to entrepreneurs as defined in § 14 of the German Civil Code (BGB). Entrepreneur refers to any natural or legal person or an incorporated partnership who or which, when entering into a legal transaction, acts in exercise of his, her or its trade, business or profession.

**II. Signing of Agreement**

1. The quotations of AICHELIN Service GmbH are subject to change, particularly in terms of price and delivery time. Quotations and quotation drawings are normally submitted free of charge. Additional drawings and calculations produced at the customer's request are billed to the customer if a supply contract does not come into legal effect.
2. Technical data and plans: Weights, dimensions, consumption data, performance information and generally all of the data listed in the documentation shall be considered approximate values and are non-binding. AICHELIN Service GmbH is solely responsible — to which the customer hereby agrees — for making changes and modifications to the delivery goods if this could improve the system or operation thereof in the opinion of AICHELIN Service GmbH.
3. The customer expressly agrees to use the drawings and technical information handed over to Customer by AICHELIN Service GmbH strictly in a manner that protects the interests of AICHELIN Service GmbH. The customer shall not be entitled to pass on such drawings or technical information related to the delivery goods and/or installation to third parties under any circumstances or to reproduce them without prior written consent of AICHELIN Service GmbH, who remains the sole owner.
4. Drawings and other documents associated with the quotations must be returned immediately if the order is not granted to AICHELIN Service GmbH.

**III. Object of the Agreement**

The scope of delivery and (where applicable) installation includes the objects and services listed in the supply/installation agreement, unless stipulated otherwise in individual agreements. Foundations, cable ducts, supply pipes, connection and disposal, connecting channels outside of furnaces, equipment and system components, laying lines and corresponding equipment, channel and pit covers as well as load baskets and racks are not included in the services to be rendered by AICHELIN Service GmbH.

**B. Conversions, Installations, Repairs, Maintenance and Other Service Work**

**I. Co-operation of Customer**

1. At the customer's expense, the customer must provide support for service personnel from AICHELIN Service GmbH to perform their work.
2. If the customer and AICHELIN Service GmbH agree to the provision of personnel, the customer shall provide such personnel to the extent needed and with the necessary qualifications and for the time frame required. The Aichelin site supervisor shall have the authority to issue organisational and technical directives with respect to the staff provided. AICHELIN Service GmbH shall not be held liable for work performed inadequately or improperly by the staff provided by the customer.
3. The customer must implement the measures necessary to protect personnel and property at the installation site. The customer must also notify personnel from AICHELIN Service GmbH regarding existing safety regulations. The customer shall notify AICHELIN Service GmbH of violations of such safety regulations by service personnel. In the event of serious violations, the customer can refuse the offender entry into the installation site in consultation with the Aichelin site supervisor.
4. If not agreed otherwise, the customer shall be required to provide the following technical assistance at customer's own expense:
  - a) Carrying out earthworks, construction works, foundation work and scaffolding work including the procurement of all construction materials required.
  - b) Providing necessary equipment and tools, such as cranes, forklifts, chain hoists and in-house transportation as well as the corresponding operating personnel.
  - c) Providing the necessary operating material, such as lubricants, oils, cleaning agents, and the necessary infrastructure, such as electricity, compressed air, water, gases, lighting and heating, including the required connections.
  - d) Providing the necessary dry and lockable rooms for storing tools and materials belonging to the service personnel.
  - e) Transporting installation parts to and at the installation site, protecting the installation site from harmful effects of all types, cleaning the installation site.
  - f) Providing appropriate, heated lounges with measures to prevent theft, plumbing facilities and first aid for installation personnel.
  - g) Providing materials and carrying out all other actions required for adjustment work for the object to be installed and for carrying out testing as stipulated in the agreement.
  - h) Disposal of old and waste material.
5. The technical assistance provided by the customer must ensure that installation can start immediately after the arrival of the service personnel and be carried out without delay until acceptance by the customer. AICHELIN Service GmbH shall, in a timely manner, provide any needed special plans or instructions to the customer.

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6. Installation delays and associated installation disruptions and/or waiting times due to insufficient technical assistance shall entitle AICHELIN Service GmbH to bill the corresponding additional time and expense. Likewise, AICHELIN Service GmbH shall have the option to cease work and resume it at a later point.

7. If the customer does not fulfil his duties, AICHELIN Service GmbH shall be entitled to, but is not required to, carry out the actions required of the customer on the customer's behalf and at the customer's expense after a set deadline. Otherwise, the legal rights and claims of AICHELIN Service GmbH shall remain unaffected.

**II. Installation Deadline and Installation Delay**

1. The installation deadline shall be considered met if the installation is ready for acceptance by the customer by the deadline, or is ready for testing in the event that testing is stipulated by the agreement.

2. The installation deadline shall be extended accordingly if the installation is delayed by actions as part of labour disputes—particularly strikes or lockouts—or circumstances beyond AICHELIN Service GmbH's control, insofar as such impediments demonstrably affect completion of installation. This also applies in instances that occur after AICHELIN Service GmbH has fallen behind schedule.

3. If the customer incurs damages as a result of delays caused by AICHELIN Service GmbH, the customer shall be entitled to request lump-sum compensation for the delay. Compensation shall amount to 0.3% for each full week of delays, but no more than 5% of the service overall. Payment of compensation for the delay shall settle all claims due to the delay.

**III. Holidays**

The legal holidays in the country where the installation is being carried out shall be used for defining which days are holidays.

**IV. Acceptance**

1. The customer shall be required to carry out acceptance for the service as soon as the customer has been notified of completion and any testing stipulated by the agreement has taken place. If it is evident that the service does not meet the requirements of the agreement, AICHELIN Service GmbH shall be required to correct the defect. This shall not apply if the defect is irrelevant to the interests of the customer or relates to a situation for which the customer is responsible. If an insignificant defect that does not impair the production or function of the system is present, the customer shall not be permitted to refuse acceptance.

2. Acceptance shall be deemed effective as soon as the customer uses the system for production as intended.

3. If acceptance is delayed through no fault of AICHELIN Service GmbH, the acceptance shall be considered granted two weeks after notification of completion has been provided, but no later than when the customer begins production.

4. Upon acceptance, AICHELIN Service GmbH shall no longer be liable for apparent defects to the extent that the customer has not reserved the right of assertion for a specific defect.

5. For installation, commissioning and function testing, the customer shall bear the costs for energy and media consumption as well as for testing material that may be required and for the customer's personnel. Potential expenses for measurements and measuring systems that are not part of the installed equipment must either be provided by the customer or billed according to expense after ordering. In particular, this applies to any preparations of measuring elements in heated goods.

**V. Warranty**

1. After acceptance of the installation, AICHELIN Service GmbH shall remain liable for installation defects to the exclusion of all other claims by customer, without prejudice to the provisions under Section D in the way that it has to correct the defects. The customer must notify AICHELIN Service GmbH of any identified defects immediately.

2. AICHELIN Service GmbH shall not be held liable if the defect is irrelevant to the interests of the customer or relates to a situation for which the customer is responsible.

3. Any modifications or repair work performed improperly by the customer or a third party without the prior consent of AICHELIN Service GmbH shall release AICHELIN Service GmbH from liability for any resulting consequences. The customer has the right to correct the defect itself or have it corrected by a third party and to demand compensation for the required expenses from AICHELIN Service GmbH only in urgent cases posing a clear danger to operating safety and to prevent excessive damage (where AICHELIN Service GmbH must be notified immediately) or if AICHELIN Service GmbH fails to correct the defect within a reasonable time frame.

4. AICHELIN Service GmbH shall bear the direct costs resulting from correcting the defect so long as the complaint proves justified, including the cost of the spare part plus shipping. AICHELIN Service GmbH shall also bear the costs of removal and installation and any costs for the provision of necessary technicians or support staff, including travel expenses, as long as this does not cause an unreasonable cost for AICHELIN Service GmbH.

5. If, taking legal exceptions into account, AICHELIN Service GmbH allows a reasonable deadline for correcting the defect to pass without correcting the defect, the customer shall have the right to reduce the price as stipulated by law. The customer's right to reduce the price also exists in other instances of failure to correct a defect. The customer can withdraw from the agreement only if the customer can demonstrate that the service is not of interest despite the reduction.

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**C. Goods Delivery**

**I. Delivery Time and Force Majeure**

1. An agreed delivery time shall not represent business to be settled on a fixed date. AICHELIN Service GmbH shall only be considered behind schedule if the customer has given AICHELIN Service GmbH a grace period of at least 10 workdays. The delivery date can start at the time the order confirmation is sent by AICHELIN Service GmbH at the earliest, but not until the following have been provided: The documents, permits, approvals, licences and the like to be procured by the customer; the receipt of an agreed deposit or negotiable payment documents; and technical clarification of the listed scope of delivery.
2. The delivery date shall be deemed met if the object to be delivered has left the factory before the deadline is reached or AICHELIN Service GmbH has provided notification of readiness for shipment.
3. If the provided delivery item cannot be delivered to the customer for reasons beyond AICHELIN Service GmbH's control, the delivery shall be deemed legally effective upon notification of readiness for shipment from AICHELIN Service GmbH. The agreed payments shall then be declared due; in a case such as this, the costs for storage, guarding and insurance shall be borne by the customer.
4. If the customer is delayed in performing his duties of collaboration and does not fulfil them within a grace period of 10 workdays provided by AICHELIN Service GmbH, the company shall be entitled to withdraw from the agreement or, while maintaining the agreement, to otherwise dispose of the goods produced and deliver them to the customer at a later time.
5. If the delivery is delayed due to force majeure, i.e. a circumstance out of AICHELIN Service GmbH's control, specifically including war, civil unrest, natural disasters, etc., the delivery deadline shall be extended for the duration of the incident. If an end of the incident is not foreseeable, both AICHELIN Service GmbH and the customer shall have the right of withdrawal.

**II. Transfer of Risk and Compliance**

1. The handover at customer's plant shall constitute the time of the transfer of risk and compliance. If the delivery is being shipped, the point at which the object of the agreement is set aside for shipping shall be the critical factor, including cases where the delivery is freight prepaid, consists of partial deliveries, or if AICHELIN Service GmbH has been contracted to handle other services, such as setup and commissioning on site at the customer.
2. The shipment may be insured at the customer's request and at the customer's expense.
3. The customer can refuse acceptance only if the goods have substantial or irreparable defects. The customer must observe the inspection periods as specified by §§ 377, 378 of the German Commercial Code (HGB).
4. Partial deliveries are always permitted.

5. If shipment is delayed as the result of circumstances caused by the customer, the risk shall be transferred to the customer upon notification of readiness for shipment. AICHELIN Service GmbH shall be required, however, to take out insurance policies considered necessary by the customer at the customer's expense if the customer pays for such in advance.

**III. Retention of Title and Warranty**

1. Retention of Title
  - a) The delivered goods (goods subject to retention of title) remain the property of AICHELIN Service GmbH until all claims owed to us now or in the future have been received in full, including all current account balance claims. If the customer acts contrary to the agreement, particularly with respect to falling into arrears for claims of payment, AICHELIN Service GmbH has the right to repossess the goods subject to retention of title after setting a reasonable deadline for performance of contractual duties. If AICHELIN Service GmbH repossesses the goods subject to retention of title, this shall represent withdrawal from the agreement. The customer shall bear the transportation costs incurred by repossession. AICHELIN Service GmbH distraining goods subject to retention of title shall also constitute a withdrawal from the agreement. AICHELIN Service GmbH shall be entitled to make use of goods subject to retention of title repossessed by AICHELIN Service GmbH. The proceeds from utilisation shall be deducted from the amounts owed to AICHELIN Service GmbH by the customer after AICHELIN Service GmbH has subtracted an appropriate amount for the costs for utilisation.
  - b) In the event of the distraint of goods subject to retention of title by third parties or other interventions of third parties, the customer must indicate the property of AICHELIN Service GmbH and notify us immediately in writing so that AICHELIN Service GmbH can assert its ownership rights. If the third party is unable to reimburse the resulting judicial or extrajudicial costs for AICHELIN Service GmbH in this context, the customer shall be liable for the costs.
  - c) If the customer requires, AICHELIN Service GmbH shall be required to release the securities due to the customer to the extent that their realisable value exceeds the value of the outstanding claims of AICHELIN Service GmbH with respect to the customer by more than 10%. The AICHELIN Service GmbH may select the securities to be released in this process.
2. Warranty
  - a) If the delivered object does not meet the conditions agreed between the customer and AICHELIN Service GmbH or it is unsuitable for the use stipulated in the agreement or use in general or it does not meet the properties expected by the customer according to public statements from AICHELIN Service GmbH, AICHELIN Service GmbH shall be required to provide subsequent fulfilment. This does not apply if AICHELIN Service GmbH is entitled to refuse subsequent fulfilment due to legal provisions.
  - b) The customer shall have the option to request subsequent fulfilment via correction of the defect (rectification) or delivery of new goods. As part of this process, the customer must grant AICHELIN Service GmbH an appropriate deadline for subsequent fulfilment. The customer is not entitled to decrease the purchase price or

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withdraw from the agreement during subsequent fulfilment. Once AICHELIN Service GmbH has attempted rectification twice unsuccessfully, the rectification shall be deemed to have failed. If rectification has failed, the customer shall be entitled to choose to decrease the purchase price or withdraw from the contract.

c) The customer can only assert claims for compensation for damages due to a defect if rectification has failed. The right of the customer to assert further claims for compensation for damages in accordance with the provisions under D. shall remain unaffected.

**D. General Provisions**

The following provisions shall apply as supplements to the provisions under B and C:

I. Liability and Disclaimer

1. If parts of the deliverable are damaged through the fault of AICHELIN Service GmbH, AICHELIN Service GmbH must repair the damage at its own expense or deliver a new object, as chosen by the customer.

2. If the deliverable cannot be used by customer in accordance with the agreement through the fault of AICHELIN Service GmbH as the result of omitted or incorrect implementation of suggestions and consultation before or after the signing of the contract as well as other agreement-related secondary duties, particularly instructions for operation and maintenance, the provisions of Sections C.III.2 and B.IV. shall apply accordingly to the exclusion of further claims by the customer.

3. For damage not caused to the deliverable itself, AICHELIN Service GmbH shall only ever be liable, regardless of the legal basis

- a) in cases of intent,
- b) in cases of gross negligence by the owner/primary agents or executives,
- c) in cases of culpable physical injuries, death or damage to health,
- d) in cases of fraudulently concealed defects or defects that were guaranteed to not to be present.
- e) If liable for personal injury or property damage to private property in accordance with the German Product Liability Act.

4. In the event of a culpable breach of essential contractual obligations, AICHELIN Service GmbH shall also be held liable in the event of gross negligence by non-executives and ordinary negligence, limited to reasonably foreseeable damage typical of such an agreement in the latter case. No other claims may be asserted.

II. Statute of Limitations

1. All claims of the customer — regardless of their legal basis — fall under the statute of limitations of 12 months with the exception of claims for compensation for damages in accordance with Sec. D.I.3 a) through e) as well as for installation services for a building and deliveries of items that have been used for a building according to their customary use. The statutory limitation periods shall apply for these claims for compensation for damages.

III. Compensation by the Customer

1. If the equipment or tools provided by AICHELIN Service GmbH are damaged at the installation site or lost through no fault of the AICHELIN Service GmbH, the customer shall be required to provide compensation for such damages. Damage due to normal wear and tear shall not be considered.

IV. Applicable Law and Jurisdiction

1. All legal relationships between AICHELIN Service GmbH and the customer shall be governed solely by the law of the Federal Republic of Germany, excluding international civil law.

2. The corporate seat of AICHELIN Service GmbH shall act as the jurisdiction for the responsible court. However, AICHELIN Service GmbH shall be entitled to initiate legal proceedings at the headquarters of the customer.