

General Terms and Conditions of Business of SVT GmbH for Service Supply

1. Area of application

1.1 These General Service Conditions for Maintenance and Service Supply (hereinafter the '**Service Conditions**') apply for contracts between SVT GmbH (hereinafter '**SVT**') and its customers in terms of the following types of customer service

- (a) assembly, commissioning, servicing, maintenance and repair of loading arms for liquid and gaseous cargoes, related control systems and auxiliary equipment (e.g. folding stairways)
- (b) support services;
- (c) consultancy and project planning services regarding the a.m. equipment
- (d) other services in the field of loading technology following coordination in the specific case.

All of the services listed above are hereinafter referred to jointly as '**service**'. Contracts concluded with the customer regarding services are hereinafter referred to as '**service assignments**'.

1.2 Only these Service Conditions shall apply. Other contractual conditions deviating from these Service Conditions are only binding for SVT if they are expressly accepted by SVT. General Terms and Conditions of Business of the customer are excluded as a component of the contract with the customer.

2. Offers, orders, contract award and service alterations

2.1 If offers of SVT do not contain an explicit duration of offer validity for service, SVT's offers are non-binding. If the offers contain a validity period, then receipt of the customer's declaration of acceptance (i.e. order placement) before the validity period expires shall be definitive for judging whether the customer accepted the offer in a timely manner.

2.2 Service assignments on the basis of non-binding offers from SVT do not come into force until SVT has confirmed the customer's order in writing. The same applies if the customer transmits an order or declaration of acceptance to SVT following an offer from SVT and the validity contained in the offer has already expired on the date on which the customer's declaration is delivered.

2.3 The customer may demand alterations to the scope of service following conclusion of a service assignment. In the case of such alteration demands, SVT will verify within an appropriate period following delivery of such demands whether the demanded alteration can be implemented technically and/or economically with economically reasonable effort and whether their implementation will result in additional efforts and costs or (in the event of a reduction of service) a shortfall. If SVT incurs additional efforts and costs or shortfall during implementation, SVT shall make the customer a follow-up offer for

Important note: Please note that a payment with debt-discharging effect can only be made to the German bank details given below. Any changes in bank details will be communicated to you exclusively by letter from our management and never by e-mail.

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Deutsche Bank Remscheid
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IBAN: DE73 3407 0093 0628 5878 00
SWIFT /BIC: DEUTDE3340

Stadtsparkasse Wuppertal
Account no.: 902 924 • Sort code: 330 500 00
IBAN: DE72 3305 0000 0000 9029 24
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Account no.: 593 988 900 • Sort code 330 400 01
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implementation of the alteration, including any potential change to the remuneration. SVT shall not be obliged to implement alteration demands of the customer until agreement on the relevant alteration has been reached. SVT remuneration claims shall remain unaffected by the customer's alteration demand.

3. General rules of cooperation

3.1 The customer shall appoint a central contact person to facilitate service. The central contact person shall be authorised by the customer to submit and receive declarations regarding relevant items affecting the technical and organisational contract processing, particularly regarding the following:

- (a) clarifying service requirements;
- (b) altering an agreed service description including termination, postponing or altering agreed deadlines for providing service rendering;
- (c) declaration of alteration demands by the customer;
- (d) if agreed: approving service.

SVT must be given advance notification in writing in good time regarding any change of the central contact person or if this person leaves the customer's company. In the event of unforeseen alterations, the notification must be made immediately afterwards.

3.2 SVT executes the service itself or by enlisting third parties as sub-contractors. If SVT enlists sub-contractors, SVT is liable for their work as governed by this agreement to the same degree as for its own conduct.

3.3 The customer undertakes to provide SVT with all fixtures, resources and information which are within the sphere of their responsibility and influence and required to perform the service. This applies particularly to:

- (a) granting access to the respective customer location as necessary to perform the contract, and
- (b) issuing necessary disclosure to clarify questions of doubt regarding agreed scopes of service.

In the event of non-fulfilment of the cooperation duties governed by this clause 3.3, SVT shall be entitled to refuse service and the execution deadlines shall be extended as appropriate. More extensive rights held by SVT remain unaffected.

3.4 If the service rendering is to be executed at customer locations or, at the customer's choosing, at third-party locations, the customer shall ensure that the relevant location is consistent with all applicable regulations regarding workplace safety, the recognised international ISO 45001 standard or a comparable recognised standard for an occupational protection management system. The employees and sub-contractors of SVT deployed for on-site work must receive an appropriate safety induction in each case.

- 3.5 The customer is itself responsible for delays or errors in executing the service if these result from information or instructions issued by the customer and/or if these result from impairments for which the customer is responsible.

4. Deadlines, deadline periods, default and impossibility

- 4.1 If nothing else is expressly determined in a service assignment, deadline periods and deadlines agreed with the customer are advisory deadline periods and deadlines without a fixed obligation character.
- 4.2 The adherence to deadline periods and deadlines for services requires timely receipt of documents, necessary approvals and releases to be supplied by the customer, as well as adherence to the agreed payment conditions and other obligations by the customer. If these conditions are not met, the delivery deadline period is extended appropriately.
- 4.3 SVT shall be in default of service only if the customer has issued a written warning to SVT that the deadline period has not been met and set an appropriate deadline period to render the service. This clause shall not apply to any fixed deadlines which have been agreed or if there is unjustified refusal to render service.

5. Acceptance

- 5.1 The customer's acceptance of the outcome of the provided service is required only if this was expressly agreed in the relevant service assignment.
- 5.2 If acceptance has been agreed, SVT will send the customer a notification in writing or by e-mail that the relevant service has been completed. The customer undertakes to verify that SVT has performed the contract and declare acceptance in writing or by e-mail within an appropriate deadline period, no later than 5 working days following receipt of the completion notification if the agreed requirements have been met (acceptance deadline period). If the conditions are met, the contractual performance is deemed accepted if the customer does not expressly refuse acceptance within the acceptance period and SVT has notified the customer of the anticipated significance of its conduct at the commencement of the period.
- 5.3 Any defects to the service identified during the acceptance process will be rectified by SVT as governed by clause 14.

6. Prices and payment conditions

- 6.1 The customer will pay SVT the product prices, service fees and other remuneration or costs laid down in the relevant service assignment in return for the supplied service.
- 6.2 If nothing else is expressly determined in each service assignment, the product prices, service fees and other remunerations or costs are each deemed net prices and the

remuneration shall be paid by the customer plus the statutory VAT at the respective level.

- 6.3 Alterations to the remuneration for products are permitted if there are more than four months between conclusion of the service assignment and the delivery deadline for the product. If wages and/or the market-standard cost prices subsequently increase by the delivery deadline, SVT is thus entitled to increase the product price consistent with the cost increases.
- 6.4 Payments by the customer become due at the times stated in the service assignment and otherwise according to the statutory provisions. If no other payment target is agreed in a service assignment, customer payments shall be transferred without any deduction within 14 days of receipt into a bank account to be nominated by SVT.
- 6.5 In the event of payment delay by the customer, SVT is entitled to demand blanket default damage of 10 percentage points above the base rate (section 247 German Civil Code). The customer is entitled to demonstrate that SVT has incurred lower damage or no damage whatsoever; the blanket fees will then be reduced or become obsolete accordingly. This does not affect the right of SVT to assert default damage above and beyond the blanket fee.

7. Project design and planning services

- 7.1 If SVT owes project design services as part of a service assignment, SVT provide these exclusively based on the information and documents transmitted by the customer regarding each customer location. SVT owes a viewing and inspection of the customer location only if this has been agreed with the customer in the respective service assignment or has otherwise been separately agreed with such.
- 7.2 If SVT recognize there to be a contradiction in the agreed contractual principles or if, as part of project design, SVT establishes that a contractual document is unclear, materially erroneous or incomplete or contains another defect, or if the realisation of the customer's project objectives proves to be impracticable for technical reasons, SVT will draw the attention of the customer to the contradiction, defect or technical impairment and initiate a decision by the customer regarding the type and scope of the service which is actually required. If the customer decision leads to an amendment to the agreed scope of performance, clause 2.3 applies.

8. Installations and commissioning

- 8.1 Under its own responsibility, the customer shall create the structural, technical, organisational and other conditions required for the orderly assembly and installation of the loading equipment forming the object of the contract. This applies particularly to:
 - (a) procuring all required official licences as well as agreement of landowners, employees and other third parties required to set up and deploy the loading equipment forming the object of the contract;

- (b) selecting suitable surfaces and structures at the customer location with sufficient sturdiness and perspective to enable effective monitoring of the construction site;
- (c) providing all necessary power connections to supply power to the loading fixtures or loading equipment forming the object of the contract.

8.2 If nothing else is expressly agreed in the respective service assignment, commissioning services by SVT do not contain the following:

- (a) providing other equipment and systems than those loading systems forming the object of the contract;
- (b) any required lifting machines (craneage) , lifting tools and/or fixtures required for placing into operation;
- (c) procurement of connections for energy and water at the customer location, and/or
- (d) other structural conditions for commissioning at the customer location.

The customer shall create these conditions under its own responsibility before the commissioning commences.

8.3 If commissioning is delayed by circumstances for which SVT is not responsible, the customer shall bear the costs for the waiting time and additionally required journeys by SVT and the staff deployed by SVT for commissioning to a reasonable extent.

8.4 Commissioning is carried out by SVT and the customer jointly. The customer shall jointly create a record with SVT regarding the result of the commissioning. Any defects to the service rendering detected as part of commissioning will be rectified by SVT as governed by clause 14.

8.5 SVT is not liable for failure of commissioning if the failure is caused by circumstances for which SVT is not responsible, particularly for the lack of necessary technical and structural conditions pursuant to clause 8.1, as well as defects to system components (or parts thereof) not provided by SVT.

9. Inspections, maintenance and repair services

9.1 The scope and object of the inspection, maintenance and/or repair services owed by SVT (jointly hereinafter: '**inspection and maintenance services**') are governed by the SVT offer underlying the service assignment. If there is a missing regulation there, the scope of inspection and maintenance services expressly exclude:

- (a) Inspection and maintenance services which have been evidently or demonstrably caused by one of the following circumstances:
 - (i) damage to, or unprofessional operation of, the loading equipment forming the object of the contract by the customer or third parties within the responsibility of the customer, or

- (ii) servicing, maintenance and/or remedial repair measures carried out by customer contractors who have acted without the agreement of SVT;
 - (b) inspection and servicing services relating to software not installed by SVT or not approved for customer installation (particularly third-party manufacturer driver software);
 - (c) inspection and maintenance services of accessories, add-ons, materials, devices or instruments not installed or connected by SVT;
 - (d) inspection and maintenance services regarding the system peripherals and connections to the loading fixtures or loading equipment forming the object of the contract (particularly electrical work for connections and IT network support).
- 9.2 The customer is duty bound to implement all necessary measures in its area of responsibility to enable SVT to perform orderly execution of support services pursuant to clause 9.1. If the customer does not meet its cooperation duties, SVT is entitled to refuse to supply the inspection and maintenance services. If inspection and maintenance services cannot be carried out at the customer's location for reasons for which lie within the customer's area of responsibility, then SVT shall be entitled to invoice the customer for the costs which have been incurred and to charge the remuneration rates valid at the time of invoicing.

10. Reservation of title, security payment

- 10.1 SVT holds the title of the products delivered by SVT to the customer in the context of the service until complete fulfilment of all claims held by SVT against the customer from the business relationship ('**reserved goods**'). The General Conditions of Sale of SVT GmbH apply.

11. Use rights to service results

- 11.1 SVT is entitled to the commercial and intellectual ownership of the outcome of the service results which were incorporated into the SVT services, particularly ownership of the patents, industrial designs, utility models and copyrights of the software. SVT will always retain ownership of these rights.
- 11.2 SVT grants to the customer use rights to the outcome of the service rendering achieved as part of the service assignments as governed by the following:
- (a) Regarding the outcome of the service rendering embodied in SVT equipment and SVT products, SVT grants to the customer a simple right of use, transferable only with the respective SVT product and unrestricted by time and location for proper use of the relevant SVT equipment and/or SVT product.

- (b) Regarding the outcome of the service contained in SVT project design documents, with the exception of software programmes, SVT grants to the customer a simple right of use for the customer's internal purposes, unrestricted by time and location.
- (c) Regarding the software programmes provided by SVT, SVT grants to the customer a non-exclusive right for proper use of the software programme in unaltered form, unrestricted by time and location.

11.3 Any use of the outcome of SVT service deviating from clause 12.2 requires the prior written approval of SVT.

12. Manuals, reports and documentation

- 12.1 In the scope required to use the service, SVT will provide to the customer user manuals in an appropriate format of SVT's choosing and to the extent required to use the service. The customer may use these manuals to facilitate only proper use of the relevant service.
- 12.2 SVT will report to the customer in an appropriate scope regarding the provided services as far as this is required for orderly charging to the customer.
- 12.3 SVT owes more extensive reports or documents to the customer only if this was expressly agreed with the customer in a service assignment.

13. Service quality and material defect claims

- 13.1 When providing services, SVT assumes only the statutory liability for material defects as governed by the following provisions. SVT does not assume any guarantee-based obligation to comply in terms of the quality of service rendering. In particular, SVT service or product descriptions do not have the character of a quality or service guarantee.
- 13.2 For products and work services delivered as part of the service, SVT provides warranty that they are free of material defects. Material defect claims are excluded in the event of only insignificant deviation from the agreed quality or only insignificant impairment to usability.
- 13.3 If SVT delivers products as part of service, the customer shall inspect them immediately following delivery and, if a defect comes to light, notify SVT of such immediately. If the customer fails to submit the notification, the affected SVT product is deemed as approved unless the defect was not recognisable during the inspection. If a defect does not come to light until later, the notification must be made immediately following discovery, otherwise the affected SVT product is deemed as approved even taking this defect into account.
- 13.4 If SVT product deliveries or work services contain a material defect according to the above clauses 14.2 and 14.3, SVT is entitled and duty bound to rectify the defect at SVT's choosing by
 - (a) supplementary improvement or new manufacture;

- (b) reduction of the remuneration for the defective goods and/or work service;
- (c) issuing of a credit notice to the customer to the amount of the remuneration for the defective goods and/or work service.

13.5 If, following a written demand from the customer to rectify the fault, SVT does not rectify such within an appropriate deadline period pursuant to clause 14.4 or rejects rectification, the customer is entitled to withdraw from the contract regarding the defective goods and/or work service or entitled to demand a reduction in price.

13.6 The limitation deadline period for material fault claims of the customer is 1 year following the statutory commencement of the limitation deadline period.

13.7 In all cases of this clause 14, the customer may demand compensation and reimbursement of expenses only according to the provisions of the following clause 15.

14. Limitation of liability

14.1 Unless otherwise expressly stipulated between the contracting parties in a service assignment, claims for compensation by the customer and claims by the customer for reimbursement of expenses - irrespective of the legal grounds - in particular due to breach of obligations arising from the contractual obligation and from unlawful acts, shall be limited in amount to a total amount of the total remuneration agreed in the respective individual assignment.

14.2 The liability limitation pursuant to clause 15.1 does not apply

- (a) in the event of intentional or grossly negligent conduct by SVT or its vicarious agents;
- (b) in the event of death or injury to life or health of a person;
- (c) if SVT is liable for personal damage or material damage to private assets pursuant to compelling provisions of the applicable product liability law; and/or
- (d) if, in an exceptional case, SVT should have assumed guarantee liability for the quality of service.

14.3 The liability limitation pursuant to clause 15.1, moreover, does not apply in the event of violation of fundamental contractual duties by SVT or its vicarious agents. In the event of fundamental contractual duties being violated, SVT's liability is however limited to the foreseeable and contractually typical damage. Fundamental contractual duties are deemed to be all contractual duties on the part of SVT enabling the performance of the relevant contract and which the customer can justifiably expect to be fulfilled. SVT's liability pursuant to clause 15.2 remains unaffected.

15. Offsetting, rights of retention and refusal of rendering

- 15.1 The customer may offset only against undisputed or legally established demands.
- 15.2 The customer is not entitled to a right of retention unless the contract performance is evidently defective and/or the customer is evidently entitled to a right to refuse to accept the service. In such a case, the customer is entitled to retention only if the retained amount is appropriate, particularly in relation to the defects and the expected costs of supplementary fulfilment (particularly of defect rectification).

16. Confidentiality, publications

- 16.1 SVT and the customer mutually undertake to keep trade and business secrets and other technical and business information of the respective other contracting party received in the context of the performance of this contract strictly confidential, to impose a corresponding duty of confidentiality on their employees and agents and to use information requiring confidentiality exclusively in connection with the performance of the relevant customer contract.
- 16.2 The confidentiality duty does not apply regarding information
- (a) already demonstrably publicly known at the time of transmission;
 - (b) the use or transmission of such has been expressly consented to in writing by the respective other contracting party;
 - (c) the transmission of such is required to fulfil obligations from this contract; or
 - (d) the transmission of such is determined by legal regulations or official decrees.
- 16.3 The confidentiality duty according to this clause 17 continues to apply beyond the cessation or reversal of the contract with the customer for as long as and to the extent that a condition stated in clause 17.2 has not arisen.
- 16.4 The customer permits SVT to refer to the customer and the cooperation between the contracting parties as a reference customer, particularly in product presentations for third-party customers. Apart from this, SVT will not disclose the cooperation between the contracting parties to third parties without the prior written consent of the customer.

17. Data protection

- 17.1 The contracting parties mutually undertake to observe under own responsibility the dispositive regulations of data protection, particularly pursuant to the EU General Data Protection Regulation (GDPR) in the context of performing the service assignments.
- 17.2 If SVT processes personal data on behalf of the customer in the performance of this service assignment, particularly relating to operating CCTV equipment, in each case the contracting parties will conclude a GDPR-compliant contract on contract data processing.

18. Contractual term

- 18.1 The contractual term is determined in the service assignment.
- 18.2 The statutory termination rights according to work contract law, as well as the right to extraordinary termination for an important reason, remain unaffected. An important reason for one contracting party is particularly deemed to be if
- (a) insolvency proceedings are opened regarding the assets of the other contracting party or the insolvency proceedings are rejected due to a lack of assets or the other contracting party terminates its payments;
 - (b) one party continues to significantly violate a provision of this contract despite prior written warning notice.
- 18.3 Terminations must be placed in writing.

19. Applicable law, place of jurisdiction

- 19.1 The law of the Federal Republic of Germany applies to the contract with the customer excluding the UN Convention of the International Sale of Goods.
- 19.2 The place of jurisdiction for all disputes resulting from or in the context of contracts between the customer and SVT is the responsible court for our place of business. Each contracting party is also entitled to take action against the other contracting party at its Head Office. Except in the case of interim relief, the agreements of the above places of jurisdiction are conclusive.