

## GENERAL TERMS FOR SERVICES

### GENERAL INFORMATION:

All services, in particular, installation of spare parts, plant optimizations, system fitness check, etc. are performed by Springer Maschinenfabrik GmbH („SPRINGER“) under the following conditions, if and insofar as not in individual cases special written agreements are made. These conditions shall also be applied to all future orders, deliveries and services, even if they are not explicitly mentioned there. External terms and conditions shall not apply even if they have not been explicitly contradicted.

### CONCLUSION OF CONTRACTS:

Customer's orders shall become legally effective and binding for the customer by written acceptance of SPRINGER ("Order Confirmation"). Springer reserves the right to (i) refuse orders at any time without giving reasons and (ii) to accept orders only with regard to those quantities, which, according to experience, correspond to the usual order quantities of a company comparable to the size of the Customer's company.

Delivery times stated by Springer are non-binding and subject to the timely provision of any on-site services by the customer and the punctual delivery by the suppliers of SPRINGER. In case of delayed performance of possible services provided by the customer or non-performance of other obligations by the customer (inclusive timely payments), Springer is entitled to suspend the performance of his own services giving written notice to the customer until the obligations are fulfilled by the customer.

### SUPPLIES AND SERVICES TO BE PROVIDED BY THE CUSTOMER (AT THE CUSTOMER'S OWN EXPENSE):

- Dismantling of existing parts;
- Modification and alteration (extension) of the hydraulic and pneumatic systems, the electrical control system as well as of electrical installations, cabling, commissioning
- The customer is exclusively responsible for all safety measures and for compliance with any and all obligations and requirements relating to occupational health and safety.
- The customer is obliged to provide suitable structural conditions, housing, installations, devices and units, and to take appropriate hazard prevention and employee safety measures at its own cost, and to ensure compliance with the hazard prevention and employee safety measures. It is agreed that the areas of fire safety, fire surveillance and fire prevention (along with availability of all necessary and appropriate fully functional equipment and provision of a sufficient number of fire extinguishers) are under the sole responsibility of the customer. If official approvals contain requirements concerning fire safety, the customer shall make Springer and Springer employees working at the customer's site aware of any possible obligations in connection therewith. However, this does not alter the fact that it is the customer's sole responsibility to ensure compliance with such requirements.
- The contractor's personnel shall have the possibility to start work according to the agreed schedule and to work during normal working hours. Work may be carried out outside normal working hours to the extent deemed necessary by the contractor and provided that the purchaser has been notified thereof in writing within a reasonable period of time.

- The contractor should be informed in writing and in good time before the start of installation of all relevant safety regulations that shall apply at the installation site. The installation shall not be carried out in unhealthy or dangerous environments. All necessary safety and protective measures must be taken before starting the installation and kept during the installation;
- The manufacturer's personnel shall have the possibility to be adequately accommodated and fed in the vicinity of the installation site and have access to sanitary facilities and medical care of international standard;
- The contractor shall get access free of charge and punctually at the site to all necessary cranes, lifting equipment and means of transport within the site, additional equipment, machines, materials and supplies (including gasoline, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, light, etc.) as well as the purchaser's measuring and testing devices available at the site. The contractor shall inform the purchaser in writing at least one month before the agreed date of the start of the installation which cranes, lifting equipment, measuring and testing instruments and means of transport at the site he will require.
- The contractor shall be provided, free of charge, with adequate office space at the place of installation, equipped with telephone and Internet connections.
- In order to protect the delivery item, the tools and equipment necessary for assembly and the personal property of the contractor's personnel against theft and deterioration, the contractor shall be provided with the necessary storage facilities free of charge.
- The access routes to the installation site shall be suitable for the necessary transport of the delivery item or equipment of the manufacturer.
- The customer must inform and instruct SPRINGER, in the event of country-specific health and safety requirements or local laws, including the necessary permits (which are necessary to provide a service at the customer's location). The customer provides Springer in writing with relevant information regarding these laws and regulations.
- If the parties do not reach agreement on the separately incurred costs and the further consequences of a change in the aforementioned laws and regulations, SPRINGER shall be compensated for the conversion work on the basis of the hours worked.

## SAFETY MEASURES:

The customer is obliged to make all arrangements during the whole activities of Springer on site, so that the security of assemblers and assistants of Springer as well as of the customer is guaranteed in the best possible way. The customer has also in addition to appoint the site leader who is responsible for the security on site and towards the authorities. The customer has to hold Springer completely harmless and without any complaint against all claims in connection with lack of security or due to work accidents.

The customer will undertake, prior to beginning installation, to limit access to all hazardous areas and to mount appropriate, clearly visible signs that strictly prohibit lingering in the hazardous areas.

The staff provided by the customer are required to observe general safety precautions.

We will assume no liability for any accidents or damage, which occurs during our activities but is not caused by our staff.

The customer is responsible for ensuring fire surveillance personnel along with any required equipment for the duration of installation and start-up.

In the customer's own interest, all machines, equipment or building structures in the vicinity of our mechanical equipment should be adequately insured.

## **PAYMENT TERMS:**

The payment of the SPRINGER supplied spare parts and the services provided by SPRINGER shall be made in the currency and amount indicated in the corresponding invoice.

If required, Springer is entitled to demand full or partial prepayment or reasonable assurance for the payment acceptable to Springer.

Prices are generally given in euro and do not include value added tax or other taxes or duties applicable outside Austria. All possible taxes or duties that are not explicitly mentioned shall be charged to the customer. Insurance, installation, end user training, shipping and customer service are not included unless specifically stated.

If the customer does not pay the amounts due within the agreed period, interest will be charged to the customer at the statutory rate, regardless of other rights to which SPRINGER is entitled. The interest accrues daily, on the basis of the outstanding amount, from the due date until its full payment. The customer has to reimburse the reasonable costs incurred by SPRINGER or its agent during the recovery of arrears.

The customer is obligated to pay for the services in accordance with the conditions stated in the summary. The customer shall not be entitled to set-off, retention or reduction unless a corresponding claim is legally established by a competent court or arbitration.

The contractual parties agree that after the end of the service, all payment obligations that have been contractually agreed must be fulfilled by the client.

Work and downtimes which are caused by delays and which are not under the influence or control of SPRINGER shall be charged according to the currently valid hourly rates of Springer Maschinenfabrik GmbH.

The price includes subsistence, allowance and travel expenses of our staff. Accommodation costs are charged at a flat rate of 55 euros per night. Flight costs are charged at actual cost without surcharge.

## **RETENTION OF TITLE:**

## **PROCESSING OF TECHNICAL DATA:**

Plans, technical documentation produced by Springer and arising in respect of the deliverables are and shall remain the sole and exclusive (intellectual) property of Springer. They may not be used for a purpose other than that for which they were supplied without the authorization of SPRINGER. They may not be also used for other purposes, copied, reproduced, given to the third parties or disclosed without the authorization of Springer.

## PROCESSING OF PERSONAL DATA:

In accordance with the provisions of Regulation (EU) 2016/679 ("GDPR"), all personal data exchanged between the Parties during the implementation of this Agreement shall be processed by each Party for the purposes specified in the Agreement and in a way which is decisive for the performance of this Agreement, as well as for the fulfillment of any legal obligations, in accordance with the principles of lawfulness and accuracy and in a manner which protects its confidentiality and ensures adequate security measures in accordance with the GDPR.

The customer agrees that the technical and personal data of the products supplied by Springer Maschinenfabrik GmbH (AFC reports, offers, planning drawings, performance data and the like) may be read, stored and analyzed exclusively for the purpose of machine optimization.

## LIABILITY FOR DAMAGES:

SPRINGER's liability for damages shall be confined to cases of intentional misconduct or gross negligence. Liability is excluded for ordinary negligence, stop of production, loss of profits, loss of use, contractual loss or any other indirect or consequential loss or damage.

A repair or maintenance order to SPRINGER does not include, unless expressly stipulated, the manufacture of a certain mode of operation or services of the plant (plant parts) or machines (machine parts) or a certain quality of the products processed by the plant, but exclusively the proper execution of the repair or maintenance work itself. Therefore, SPRINGER's warranty for repairs/maintenance of existing plants (plant parts) or machines (machine parts) shall only be granted to this extent.

Springer Maschinenfabrik GmbH is not liable for damages due to breach of contract or delay, for direct or indirect damage or loss of profit and/or production downtime. Unless it is a matter of gross negligence or intent on the part of SPRINGER.

SPRINGER shall endeavour to fulfill the service within the agreed period (if any), but shall not be liable for any loss or damage of any kind caused directly or indirectly by a delay in the fulfillment of the contract, unless otherwise agreed in writing with the customer.

Subject to deviating agreements in these General Conditions, the liability of one party to the other party for loss of production, loss of profit, loss of use, loss of contract or any other consequential or indirect damage is excluded.

The contractor shall not be liable for workers provided by the purchaser, nor for their acts or omissions. The purchaser shall provide the necessary assistance to ensure that the Contractor's personnel obtain visas and other official entry, exit or work permits in good time and any tax certificates required in the Purchaser's country as well as access to the site. This support is provided at no additional cost.

## **FORCE MAJEURE:**

SPRINGER shall be not liable for any loss or damage, which may arise to the customer as direct or indirect consequence of prevention, obstruction, delay or economic failure of supply of products or provision of services, caused by the event beyond the control of SPRINGER ("force majeure event").

All liabilities of SPRINGER shall be suspended for the duration of the situation of force majeure. Each party is entitled to suspend its contractual obligations to the extent that such performance is made impossible or unreasonably difficult by force majeure, including: labour disputes and all circumstances beyond

the control of the parties such as fire, war, general mobilization, uprising, requisition, seizure, embargo, restrictions on energy consumption, currency and export restrictions, epidemics, natural disasters, extreme natural events, acts of terrorism and defective or delayed deliveries by subcontractors due to the circumstances listed in this clause.

If a listed circumstance occurs before or after conclusion of the contract formation, it shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

If force majeure prevents the customer from fulfilling his contractual obligations, he shall compensate SPRINGER for expenses incurred in securing and protecting the Product.

Irrespective of all the consequences set out in these General Conditions, each party shall have the right to withdraw from the contract by written notification to the other party if the suspension of the performance of the contract lasts for more than six months.

## **ANTICIPATED NON-PERFORMANCE:**

Notwithstanding other contrary stipulations outlined in these General Terms and Conditions regarding suspension of performance, each party shall be entitled to suspend the performance of its contractual obligations if it is clear from the circumstances that the other party will not fulfill its obligations. A party suspending the performance of its contractual obligations shall immediately notify the other Party in writing.

## **FINAL PROVISIONS:**

This contract shall be governed by and construed in accordance with Austrian substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Any dispute arising out of or related to the present contract shall exclusively be settled by the competent court of Klagenfurt.

Should any provision be invalid or unenforceable as a whole or in part, the remaining provisions shall not be affected thereby. The ineffective provision may be replaced by another one that comes as close as possible to the economic purpose of the ineffective provision.

Any changes and additions to these terms and conditions must always be expressly confirmed in writing by SPRINGER in order to become effective.

Springer Maschinenfabrik GmbH reserves the right to amend, supplement or adapt the Orgalime General Terms and Conditions by incorporating those amendments in this document into the following Special Terms and Conditions or by communicating them to the Customer in another form.