

General Terms of Business for Service Provision

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(Hereinafter referred to as STOPA)

I. Scope

The following General Terms of Business for Service Provision (hereinafter: "STOPA Service Conditions") apply to the service provision by STOPA with regard to the contractual partner (hereinafter "Client"). The scope applies to clients with STOPA installations that are no more than ten years old.

The STOPA Service Conditions apply only to companies and to legal entities under public law and separate funds under public law. They do not apply to consumers.

The service provision that STOPA provides specifically covers:

- Maintenance in accordance with the STOPA operating instructions
- Repair of wearing parts and functions
- Damage repair
- Support by experts and expert advice/support during office hours
- Training and instructional courses
- Service agreements.

The service provision to be provided in each individual case, and the outlay involved, are regulated in the service contract drawn up between STOPA and the Client.

II. General Provisions

1. Conclusion of the Contract

(1) The STOPA tenders are non-binding. The service contract only comes into force after STOPA has issued an order confirmation. The order confirmation is definitive for the content of the service contract.

A service agreement only comes into force upon presentation of a service contract signed by both parties to the contract.

(2) The STOPA Service Conditions apply exclusively to the provision of services by STOPA with respect to the Client. STOPA does not recognise any contradictory terms or terms presented by the Client that differ from the STOPA Service Conditions. This also applies if service provisions are provided to the Client unconditionally in the knowledge of conditions such as these, unless STOPA has explicitly agreed to their validity, at least in writing, or something to this effect has been agreed in the service contract.

(3) The STOPA Service Conditions also apply to all future service provisions with respect to the Client, without any specific restatement.

(4) Illustrations, drawings, software, calculations and other documents remain the property of STOPA, unless otherwise expressly provided for in the service contract. This specifically applies to documents designated as "confidential" as well. The Client requires the explicit approval of STOPA before forwarding these to third parties, and this approval must at least be in writing.

2. Fee

(1) The service provision provided by STOPA under the service contract will be charged for according to the time and cost involved, unless explicitly regulated to the contrary in the service contract. The hourly rates and cost rates shown in the STOPA service price list applicable at the point of conclusion of a service contract plus statutory sales tax are definitive. Travel costs and expenses will be charged separately in accordance with the STOPA service price list.

The Client is entitled to request this STOPA service price list from STOPA at any time.

(2) The employees deployed by STOPA for providing the service provision shall document the scope and duration of the service provisions they provide.

(3) STOPA reserves the right to alter the STOPA price list, even with regard to effectiveness for the service contract concluded in each individual case. Changes to the STOPA service price list become effective for the Client after a period of 4 weeks from the disclosure (date of disclosure) to the Client.

(4) Prices that are stated in conjunction with service contracts and that have a period of validity are allowed to be adjusted by STOPA in accordance with the usual price increase rates, on a regular basis, at least once a year.

3. Payment terms

(1) Payments owed by the Client become due within a period of 14 days from the date of the invoice, and must be paid without any deductions, unless otherwise agreed between STOPA and the Client in the specific service contract or elsewhere. The deduction of a discount requires a separate agreement which must be granted at least in writing. STOPA does not accept bills of exchange.

(2) STOPA is entitled to demand interest on maturity to a level of 11% p.a. from the due date.

(3) If the Client is in arrears with payment, STOPA will be entitled to demand interest on arrears of 2% higher than the specific discount rate of the Deutsche Bundesbank p.a. instead of the interest on maturity in accordance with the above Section 3 (3).

(4) The Client is only entitled to a right of offset with respect to STOPA if his counterclaim is uncontested or is legally established.

(5) The Client is only entitled to exert a right of retention if his counterclaim is uncontested by STOPA and is based on the same contractual relationship. Each individual service contract must be considered separately, even if there is an ongoing business relationship.

(6) In the event of initiation of an application for insolvency proceedings concerning the assets of the Client, or if the Client falls behind with the payment of an amount due to STOPA for more than 30 days, the Client must pay in advance for the service covered by the service contract, if so requested by STOPA.

4. Client obligations

(1) In the event of a fault with the STOPA installations, the Client must take steps to protect persons and property without delay and, if necessary, cease operating the STOPA installations.

(2) The Client must nominate one of his employees to be the responsible contact to STOPA before starting the service provision. This responsible contact must be available in a timely manner, i.e. he/she must be available at short notice at all times during provision of the services, and must be authorised by the Client to be able to make decisions having an effect on the service provision to be provided under the specific service contract.

(3) The Client shall guarantee access free of charge to all equipment, devices and information that STOPA needs to provide the service provision.

(4) The installation described in the service contract must be prepared in good time for the upcoming maintenance work and/or work in connection with troubleshooting, that is to say, the Client's own covers, cladding and similar parts that would make service provision more difficult and which may hinder this provision (such as sound-deadening enclosures, upstream equipment), must be removed and then replaced at his own cost.

(5) The obligations to cooperate, listed in Paras. 2 to 4, must be executed by the Client; cooperation actions must be taken in good time and the declarations must be made in good time.

(6) Unless otherwise agreed in the specific service contract, the Client shall guarantee those employees deployed by STOPA for the provision of the services unrestricted access to the locations to which access is appropriate for provision of the service, on working days, excluding Saturdays, from 8 a.m. to 5 p.m.

(7) The Client guarantees compliance with the general instructions listed in the data sheet concerning the storage of replacement parts, maintenance parts and wearing parts.
See Appendix 1 / data sheet

(8) If the Client is in default with regard to the execution of those actions under his responsibility, the obligation to service provision on the part of STOPA will be in abeyance for the duration of the default, where this cannot be carried out in the absence of this action, or can only be carried out with disproportionate extra expense. Any extra expenditure incurred must be reimbursed to STOPA by the Client, based on the applicable STOPA charging rates, in addition to the agreed reimbursement. The Client's statutory right of termination remains unaffected.

5. Execution of the service provision

(1) STOPA will provide the service provision covered by the specific service contract upon any working day, excluding Saturdays, between 8 a.m. and 5 p.m. CET, with the exception of the statutory public holidays applicable at the headquarters of STOPA. STOPA is entitled to change these times, provided that the contract purpose remains guaranteed. STOPA is not obliged to be active outside of these hours of business. In the event of working outside the aforementioned hours of business, STOPA is entitled to charge appropriate surcharges in accordance with the applicable STOPA service price list, unless otherwise agreed in the service contract.

(2) STOPA employees are not subject to instructions issued by the Client in the course of execution of the service provision covered by this specific service contract.

(3) STOPA is entitled to employ third parties and to issue subcontracting purchase orders for the execution of the provisions to be carried out by STOPA as covered by this specific service contract. The service partners shall be specialist companies selected, trained and certified by STOPA. Only those specialist companies certified by STOPA are permitted to carry out work in the framework of the service contract.

(4) STOPA is entitled to use any number of STOPA employees at the same time, unless otherwise explicitly agreed in this specific service contract.

(5) STOPA shall be entitled to use all the experience and knowledge gained in the execution of the service contract, and this applies also to future use, provided that Section 9, "Confidentiality", below is complied with.

6. Warranty

STOPA guarantees that the service provision executed by STOPA will be carried out with due care. The service is to be executed in accordance with the description in the specific agreed service contract. STOPA provides a warranty period of 6 months from the date of service execution for the service provision provided.

7. Liability

(1) STOPA is only liable in cases of malice and gross negligence as a result of the infringement of contractual and extra-contractual obligations, particularly as a result of inability, default, debt at conclusion of the contract, active infringement of the contract and prohibited actions. The above liability limitation does not apply in the case of an infringement of significant contract obligations ("Cardinal Obligations").

(2) Provided that the infringement of contractual and extra-contractual obligations is not based on an intentional action by STOPA, the liability of STOPA is restricted to the foreseeable contract-typical damages above and beyond the restriction in Section 7 (1).

(3) The aforementioned liability exclusions do not apply in the event of non-compliance with the assurances stated by STOPA. STOPA is only liable for damages caused by non-compliance, with the limitation that for consequential damages, whose exclusion is not determined in sense and purpose of the assurance, as per Section 7 (1) and Section 7 (2).

(4) Furthermore, STOPA is not liable for damage caused by the behaviour of ordinary vicarious agents. Insofar as the liability of STOPA is excluded or limited on account of the preceding stipulations, this shall also apply to the personal liability of salaried staff, employees, colleagues, representatives and vicarious agents of STOPA.

(5) In the event of destruction or loss of data, the liability of STOPA is limited to the expenditure required by the Client for its reconstruction with proper security.

8. Duration of the contract

(1) The duration of the contract is agreed in the specific service contract; ordinary termination before expiry of this agreed contract duration is excluded.

(2) The right to extraordinary termination remains unaffected by the above. STOPA is entitled to extraordinary termination for good cause.

9. Confidentiality and data processing

(1) The parties to the contract commit to keeping secret all information from the other party that is designated as being confidential and that becomes accessible to them in connection with the execution of a service contract for an unlimited period, and – unless this is necessary to achieve the purpose of the contract – to be neither listed nor made available to third parties, nor to be exploited in any way.

(2) The aforementioned Section 9, Para. 1 does not apply to information with respect to which the respective disclosing party verifies that it was known before the collaboration with the other party was started, or which was received from a third party entitled to forward it, or to information that was public knowledge or which was generally accessible, or which had been developed personally by an employee of the other contract party, who did not have access to the confidential information provided, without the respective disclosing party being responsible for this general accessibility.

(3) The Client agrees explicitly that STOPA is, within the framework of the contract, permitted to request data concerning the service object via a remote system via a data connection, in order to coordinate the service provision to be executed, and to plan the use of the information received in the framework of technical support by STOPA experts, and to use it for internal evaluation. All data concerning the service object is to be handled confidentially and with appropriate care, in accordance with the applicable data protection and data security legislation.

10. Industrial property rights

(1) STOPA shall indemnify the Client against third party claims that arise from direct infringement of rights and property rights of third parties through the execution of the specific service provision, provided that the Client confirms to STOPA immediately that the third party is lodging a claim concerning the infringement of rights or property rights, at least in writing, that STOPA can, to the fullest extent, have a part in the defence against or the settlement of a claim, the Client does not make, or has not made, any admission with regard to the claim and the Client assures STOPA of appropriate support in the legal defence, should this be requested.

(2) The aforementioned Section 10 Para. 1 does not apply if the infringement of rights and property rights is as a result of an instruction by the Client, or results from the use of hardware and/or software or other materials provided by the Client. In this case, the Client alone is liable for any claim by a third party that arises from a direct infringement of rights and property rights, and shall indemnify STOPA against such third party claims.

(3) The Client shall guarantee that he is entitled to have the activity that has been purchased from STOPA executed, and that he thus excludes infringement of rights and property rights of the third party on account of this activity.

(4) If, in the framework of STOPA's activity in the service contract, an outcome arises that is subject to copyright, the parties are agreed that STOPA alone is to be considered as the originator, and that STOPA alone is entitled to exert the copyright.

11. Poaching, contract penalty

Based on the fact that special expert knowledge is required for the activities at STOPA, STOPA is keen to ensure that its employees are available for the long term. The particularly close contact between employees and the Client in the framework of the execution of orders includes a special risk of such employees being poached. For this reason, the Client is obliged not to appoint any STOPA employee, in an independent or tied position, who was or is deployed, fully or in part, for the execution of a service provision, for the duration of the business relationship between the Client and STOPA, and for a period of 12 months after conclusion of this business relationship. In the event that this stipulation is not upheld, a contractual penalty of € 100,000.00 is agreed. The Client is permitted to prove that the damage actually caused to STOPA was less than this. STOPA is permitted to demand a higher level of damages in the event of proof of this.

12. Changes to the contract

Unless explicitly regulated in the specific service contract or in these STOPA Service Conditions, only the representative bodies of STOPA or other representatives authorised by STOPA in writing are entitled to amend the content of the specific service contract of these STOPA Service Conditions. Changes to the contract – including this stipulation – require at least a written format, and need to be recorded in a document which is to be marked explicitly as "Changes to the Service Contract between the Client and STOPA" dated *DD/MM/YY*.

13. Use of personal data

The Client authorises STOPA to use and process personal data as interpreted by the Data Protection Act (see GDPR www.stopa.com) that is gathered by them under the business relationship with him for its own company purposes.

14. Severability clause

The invalidity of a stipulation or part of a stipulation in these STOPA service contract conditions, or in specific agreements made between the parties to the contract does not affect the validity of these STOPA service contract conditions or the specific agreements made between the parties to the contract. In the event of a dispute, the invalid stipulation must be replaced by one that is legally viable and which comes as close as possible in content to the invalid one and which most closely corresponds to the legitimate business interests of the partners to the invalid stipulation.

15. Agreement on choice of law and place of jurisdiction

(1) German law, exclusively, is to be used between the parties to the contract. The stipulations of the Convention of the United Nations concerning contracts applicable to the international purchase of goods dated 11/4/1980 (CISG) are excluded.

(2) Insofar as the Client is a merchant, the place of jurisdiction for disputes from, or in connection with, this agreement is Achern, Germany, or, at the choice of the plaintiff, the general place of jurisdiction of the defendant.

III. Specific stipulations for work provision

1. Range of applications

If the service provision provided by STOPA is a work provision, particularly commissioning and maintenance and repair services in the property of the Client or in the STOPA works (hereinafter referred to as "Work Provision"), the following stipulations apply in addition to the aforementioned stipulations in Sections I and II.

2. Deadlines

(1) The deadlines quoted in the order confirmation are exclusively definitive for the work provision execution, unless the parties have specifically agreed a different date later, at least in writing. The agreed deadlines are non-binding if a fixed date transaction has not been explicitly agreed.

(2) The meeting of these deadlines is governed by the timely and proper execution of the Client's obligations.

(3) Changes to the service contract cause the original deadlines to become invalid.

(4) If STOPA defaults with regard to the execution of the work provision, the Client is entitled to withdraw from the contract after setting a subsequent reasonable deadline that is also not met. If the execution of the contract becomes impossible owing to conditions attributable to STOPA, the Client is entitled to withdraw from the contract.

(5) Section II (7) applies to the potential liability of STOPA because of default.

(6) Non-compliance with agreed deadlines caused by force majeure, catastrophes, epidemics, pandemics, war, uprising, strikes at its own plant, delivery organisations, suppliers or related to transport, regardless of whether this be in the territory of the Federal Republic of Germany, or other territories from which and/or through which self-supply is carried out, is not the responsibility of STOPA. STOPA is entitled to catch up with the work provision after the cause of the hindrance has been eliminated. Under circumstances such as these, the Client has no rights or claims regarding the delay.

(7) The aforementioned Section III (1) Para. 6 applies where delays have been caused by official requirements, or have been caused by a delay in delivery from suppliers.

(8) If the delay is only due to a culpable infringement of a non-essential contract obligation, the Client is only entitled to demand a lump-sum delay penalty of 0.5% of the contract value of the affected part of the work provision, for each full week of the delay, up to a maximum of no more than 5% of the contract value of the affected part of the work provision.

3. Acceptance

(1) STOPA shall hand over the work provision executed as per the service contract in a functioning condition and after being tested, and as described in the service contract. If hand-over of the work provision is not possible on account of the condition of the work provision, a message to the effect that the work provision is ready for acceptance shall replace the acceptance.

(2) After hand-over of the work provision, the responsible contact of the Client (see Section II 4 (1)) is obliged, within a period of two working days, to declare his/her acceptance, or acceptance with reservations, or to reject the provision. This involves the responsible contacts checking the functional capability and

deployment capability of the work provision.

(3) If acceptance is not declared by the responsible contact of the Client, or if it is only declared with reservations, the responsible contact shall advise STOPA, at least in writing, of the reasons for denying acceptance, or granting acceptance only with reservations, with reference to the description of the work provision in the order confirmation, at the latest within two working days of the expiry of the deadline specified for acceptance in Section II above, and - as far as possible - shall indicate the changes necessary for acceptance without reservations.

Provided that the service contract demands this, STOPA shall carry out the changes and shall present the modified work provision again for acceptance within a period of 30 calendar days from the receipt of the demand made at least in writing by the Client.

(4) If the Client declares acceptance of the modified work provision, this declaration fulfils the requirements of an acceptance for the purposes of § 640 of the German Civil Code. If the Client once again declares acceptance only with reservations, or if he refuses acceptance, the responsible persons from both contract parties are obliged to inform their own representative bodies in each case without delay and at least in writing of this situation. The representative bodies of the Client and STOPA will undertake to reach an agreement within ten working days.

(5) If the Client refuses acceptance after the second modification, the Client is entitled to declare acceptance with reservations with a reduction in STOPA's own entitlements. This acceptance declared with reservations then constitutes an acceptance for the purposes of § 640 of the German Civil Code. STOPA is entitled to reject any subsequent demand for modification issued by the Client.

4. Warranty

(1) Under the warranty, STOPA will rectify faults in the work provision upon being advised accordingly by the Client. This will involve STOPA choosing to carry out the fault rectification at the Client's works, or at STOPA's works, by rectification, by replacement of the defective part, or by production of a new part. If such a fault rectification should fail even at the second attempt, or if STOPA does not fulfil its obligation for fault rectification within a reasonable period and STOPA is not given a reasonable period of time to remedy this, the Client is entitled to demand an appropriate reduction in the agreed price, or to withdraw from the contract.

(2) If STOPA is to carry out programming work as part of the service contract, STOPA does not warrant that the licensee's hardware will be suitable for the installation and operation of the results of the programming work.

(3) Defects must be reported within a period of two working days from their discovery, at least in writing. The notice of defects must describe the asserted defects in as much detail as possible. After unused expiry of the complaint period, the work provision is considered as approved with respect to the relevant defect.

(4) The warranty does not cover the rectification of faults caused as a result of normal wear and tear, external influences and operating errors. It will lapse if the Client makes changes, or has changes made by third parties, without approval by STOPA, unless the Client can prove that the defects still under consideration have not been caused, either entirely or in part, by such changes and that defect rectification has not been made more difficult by the change.