

1. Applicability

(1) These terms and conditions apply to deliveries and performances of all kinds (hereinafter: performances) regardless of the selected type of contract for which their applicability is expressly agreed. The Client's General Terms & Conditions of Purchase do not apply.

(2) In relation to the Contractor's General Terms and Conditions of Business (T&Cs), these Terms and Conditions of Purchase shall apply exclusively; this shall also apply if the Client does not expressly object to the T&Cs or other contractual conditions of the Contractor. Contractor's contract conditions conflicting with or deviating from the Client's orders and these terms and conditions shall not be recognised and shall not be included, unless the Client has expressly agreed to this in writing in the individual case.

(3) With the execution of the Client's order, these terms and conditions are accepted without restriction.

2. Offers, orders and other declarations, commercial clauses, proofs of origin, VAT-related proofs

(1) All offers and cost estimates are free of charge and non-binding for the Client.

(2) Orders, agreements and other declarations of the Client are only binding if they are issued or confirmed by the Client in writing. The Client's silence in response to offers, including any offers made in electronic form, shall not be deemed to be acceptance.

(3) Unless expressly agreed otherwise, all documents, including documentation, shall be prepared in German.

(4) When construing the commercial clauses, the Incoterms in the version valid at the time of conclusion of the contract shall apply.

(5) Proofs of origin requested by the Client shall be provided by the Contractor without delay, with all necessary information and duly signed. The same applies to VAT proofs for foreign and intra-Community deliveries.

3. Scope of performances, completion clause, place of fulfilment

(1) All of the Contractor's performances shall correspond to the contractual scope of performances and in particular to the essential properties specified therein and shall be suitable without restriction for the operationally usual period of use and the contractually specified purpose or, if no such purpose is specified, for the normal commercial purposes. The Contractor shall provide the contractually owed performances itself, on its own responsibility and completely in accordance with the generally accepted rules of technology and architecture, in the case of performances on machines, plants and equipment, also in accordance with the manufacturer's regulations or other plant documentation provided by us.

(2) The scope of performances includes the following items, even if they are not expressly and separately listed in the contract documents:

all parts that are within the contractually agreed scope of performances and which, in accordance with the latest state of the art, belong to an operationally reliable and complete plant as well as being necessary for contractually compliant, error-free operation, irrespective of whether they are actually listed in detail in the tendering text, in the quotation, in the technical specification or in any other correspondence;

a) compliance with all mandatory technical and other regulations and findings for the performances owed existing at the time of provision of the performance, in particular

- for occupational health and safety, in particular all safety and protective precautions prescribed for the respective performances by laws, supervisory authorities, employers' liability insurance associations and other regulatory institutions (e.g. Occupational Health and Safety Act; Equipment and Product Safety Act; Industrial Safety Regulations [BetrSichV]; Workplace Regulations [VO]; Hazardous Substances Regulations [GefStoffV]; in particular Section 2 para. 1, sentences 1 and 2 VBG 1) and the reliable ergonomics findings on the humane design of work

- for environmental protection, e.g. Circular Economy/Waste Act [KrW/AbfG], Federal Immission Control Act [BImSchG] with the associated regulations including their administrative regulations, Technical Guidelines on Air Quality Control (TA Luft), Technical Guidelines on Noise Abatement (TA Lärm), Federal Water Act (WHG) with the associated federal state-specific regulations.

b) the obligation to hand over the as-built documentation in accordance with the technical specification or separate agreement in the agreed scope.

(3) The contractor's performances also include informing the Client in good time and in detail if and the extent to which a change in the scope of performances should be necessary in order to fulfil the contract.

(4) In addition to the above performances, the following performances are also part of the scope of performances and are compensated for with the agreed prices:

- Hoists and all necessary equipment and scaffolding, with the exception of cranes, which can be provided by the Client in accordance with a separate agreement.

- The complete delivery of all installations in accordance with paragraph 1, including packaging, where necessary. (The disposal of the Contractor's work waste).

- All necessary dismantling, cleaning and modification work on the existing plants, installations and buildings, to the extent necessary for the installation, operation and use of the entire scope of delivery.

- Loading of the old parts, cut to handy sizes and sorted by type, into containers or wagons. (The complete turnkey assembly of all delivered installations, including test operation and commissioning up to acceptance). The loading and unloading of the parts, including intermediate transport to the place of installation or assembly.

The place of fulfilment for payment claims of the parties is the respective administrative headquarters of the Client; for all other claims it is the respective receiving point specified in the Client's order letter form under "Shipping address".

4. Self-instruction

(1) The Contractor undertakes to inspect the locations and constructions, access routes, installation sites for machinery, foundations and scaffolding and other affected facilities and objects relevant for the provision of performances before concluding the contract and to familiarise itself with the local conditions. Due to circumstances recognisable at the time of conclusion of the contract, the Contractor may not later invoke hindrances and complications or errors or ignorance and shall not be entitled to additional remuneration in view of these circumstances. The Contractor shall, itself and on its own responsibility, take measurements and check drawings with regard to their correspondence to the existing facilities, equipment and buildings that are required for the execution of the order for the design specifications and for the assembly and commissioning.

5. Prices and pricing

(1) Unless agreed otherwise, the prices are fixed prices. All prices are exclusive of the statutory Value Added Tax.

(2) The prices include everything that the Contractor has to do to fulfil its performance obligation at the agreed place of fulfilment. Performances must be provided in each case at a freely agreed receiving point. For example, the scope of performance and thus the price includes: all costs for the Contractor's technical processing, as-built documentation and contract-specific aids (e.g. templates), materials to be delivered, wages and -non-wage labour costs, set-up, monitoring, provision and proper clearance of the construction site, provision and keeping of all equipment, scaffolding, tools, safety precautions, barriers, etc., crew and equipment rooms as well as operating and consumables required for assembly equipment, cutting gases, their supply and removal carriage-paid to or from the construction site, the unloading and transport of all materials, etc. from the storage location to the place of use as well as the costs of the storage. The price also includes all costs and fees that may be incurred for necessary test certificates, technical acceptances, assessments, certificates of non-objection or the like by experts, testing organisations and authorities.

6. Hourly wage billing

(1) If billing for the performances according to hourly wages has been agreed, the Contractor shall be remunerated for the effective working hours rendered and confirmed by the Client after deduction of breaks and set-up times; however, the obligation to pay remuneration is limited to the objectively required number of hours of experienced and qualified workers. Travel times and expenses will only be remunerated if this has been expressly agreed. The smallest billing unit is the quarter of an hour or part thereof.

(2) The Contractor must report to the Client's representative for this purpose before commencing with the work and after completion of same.

(3) The hours worked must be entered in the time sheet provided by the Client and submitted to the Client's representative for this purpose daily, immediately after the end of working hours, for counter-signature. The timesheets shall list the Client's order and reference numbers, the performances rendered

and the periods of activity as well as the first and last names and function of all assigned employees.

7. Deviation from the contract

(1) Performances (changed or additional performances) of the Contractor that deviate from the contract do not entitle the Contractor to any additional remuneration, unless the Client agrees to the deviations in writing before the rendering of the performance.

(2) If the Contractor considers changed or additional performances to be necessary or deems performances requested by the Client not to be included in the scope of the contract, it must immediately submit a written supplementary quotation on the basis of the price basis of the contract without being asked to do so; in doing so, underperformances from the contract must be taken into account. The supplementary quotation must include all technical, economic and construction time consequences of the deviating performance. The preparation of supplementary quotations is free of charge for the Client.

(3) Performance periods or dates will only be influenced by changes to the performance if this has been expressly agreed in writing.

(4) In case of a dispute between the Contractor and the Client regarding whether a performance is to be classified as an additional or changed performance, the Contractor shall bear the burden of proof that the disputed performance is not included in the previous scope of the contract or is not included in this form. This shall also apply even if the provision of the disputed performance has been expressly ordered by the Client.

(5) The right to self-execution or to award additional performances to third parties is reserved.

8. Packaging

The proper disposal of the packaging material is the responsibility of the Contractor and shall be at its own expense.

9. Execution

(1) The term "maintenance" within the meaning of these conditions includes

- inspection,
- service and
- repair

as well as all associated deliveries and performances.

Inspection means the determination and assessment of the actual condition with the goal of early recognition of necessary repair measures.

Service means the maintenance of the nominal condition.

Repair means the restoration of the nominal condition.

(2) Depending on the contents, maintenance orders cover all measures necessary for inspection, service or repair, even if they are not listed individually in the order letter. The maintenance is to be carried out in such a way that the object to be maintained can be operated without problems and has the properties and functions named in the purchase order or presupposed according to the contract. If technical changes are

ordered in conjunction with maintenance measures, machine elements and parts are to be designed and arranged so that they can be easily and quickly inspected, serviced and repaired; wearing parts must have a long service life.

(3) If nothing different is specified by the special manufacturer's regulations, the recognised technical rules and the scope of the order, the maintenance work includes at least the following scope of performance:

a) Inspection covers in particular

- the measurement and testing of properties and functions,
- the determination of any existing damage,
- the assessment of determined damage and possible consequences of the damage,
- a cost estimate for the restoration of the nominal condition and
- a record of the result of the inspection, in which all maintenance measures required for trouble-free operation of the object inspected are listed individually.

b) Service covers in particular

- cleaning (removal of external and auxiliary substances)
- preservation (protective measures to prevent external influences)
- lubrication (supply of lubricants to lubrication and/or friction points, refilling of lubricants),
- replacement (replacement of auxiliary substances and small parts) and
- readjustment (elimination of deviations)

c) Repair covers in particular

- repair (processing of objects to be repaired) and
- exchange (replacement of parts).

(4) The statements made by the Client shall be checked by the Contractor on its own responsibility. The Contractor shall agree the maintenance measures with the Client's responsible technical project manager prior to commencement of the work; this does not affect the Contractor's overall responsibility.

(5) All equipment, tools, operating supplies, consumables and workwear, including the necessary protective equipment, required for the execution of the order must be provided by the Contractor without charge, unless expressly stated otherwise in the order letter.

(6) All items that are brought to the Client's premises are subject to factory checks. The Contractor must first mark its own items that it intends to bring to the premises with its name or logo. When bringing the items in and taking them out, a written list of these items must be submitted to the Client's works security for signature and deposited with same.

(7) All items provided by the Client may only be used for the execution of the contract. They must subsequently be returned to the Client immediately, intact and in the same condition as they were before being made available to the Contractor. Costs due to excessive wear and tear or damage shall be borne by the Contractor.

If as-built documents are prepared by the Contractor, the Client accepts them only for viewing. If the Client signs these documents, this signing merely indicates acknowledgment of these documents; the Client accepts no liability whatsoever for design, manufacturing and freedom from defects.

(8) The Contractor shall appoint an authorised representative. Replacement of this representative requires the prior written consent of the Client, which the Client will only refuse for good cause.

(9) If concerns about the foreseen method of execution only arise during the execution of the performances, the Contractor must immediately express these to the Client and give the Client the opportunity to comment; the Client may order the Contractor to await further instructions.

10. Work in the Client's work area; occupational health and safety, accident prevention, emission control, immission damage, fire protection, factory security, levies.

While working or during presence in the Client's works/buildings, the Contractor is obliged to comply with the laws, ordinances and regulations concerning the health and safety of employees, the protection of the environment, the transport of dangerous goods and fire protection, including the information sheets of the employers' liability insurance associations and the Association of Property Insurers, insofar as they are relevant for the execution of the delivery/performance.

Details are regulated by the applicable building site regulations, which are to be requested by the Contractor from the Client's representative.

11. Special right of termination in the event of deterioration of assets

If an application for insolvency proceedings is filed with regard to the Contractor's assets or if there are sufficient indications that the prerequisites for filing an application for insolvency proceedings are met, or if there are insufficient assets, the Client shall be entitled to an immediate extraordinary right of termination to the exclusion of the Contractor's claims for compensation.

12. Dates, performance hindrances and disruptions

(1) The prerequisites and legal consequences of the delay are determined in accordance with the statutory provisions with the proviso that both the exceeding of interim dates expressly designated as "contract deadlines" and the dates for operational readiness, total completion and acceptance justify default, unless the Contractor proves that it is not responsible for the exceedance in individual cases. In addition to the exceedance of a date specified in the calendar, it shall also be regarded as the exceedance of a date within the meaning of this provision if, according to the contractual provisions, an event has to precede the date of the performance and the time for the performance after the preceding event is calculated according to the calendar (e.g. specification of dates in weeks in connection with a preceding event).

(2) If circumstances occur on the part of the Contractor that constitute or may lead to a performance hindrance or performance disruption, or if the Contractor believes that such circumstances exist, in particular if the Contractor recognises that it cannot comply with performance deadlines or dates due to

force majeure or other circumstances for which it is not responsible, it must inform the Client of this immediately in writing.

If it does not comply with this obligation, it cannot later plead corresponding circumstances, unless these were obvious to the Client.

(3) Work on Sundays and public holidays necessary to meet deadlines requires official approval, which must be obtained by the Contractor.

13. Force majeure

(1) All events of force majeure entitle each contracting party to postpone the fulfilment of assumed obligations or, if the execution of the contract becomes unreasonable in whole or in part, to withdraw from the contract in this respect without the other party being entitled to claims for damages. Force majeure is defined as all events that occur unexpectedly and have not been culpably caused by any of the parties, in particular: natural disasters, fire, lightning strike, explosion, poison or gas leakage, flooding, general supply disruptions; war, terrorism, tumultuous events or comparable influences, industrial disputes in the respective party's own factory or in third-party factories as well as interventions by higher authorities.

(2) Equivalent to force majeure are serious operational disruptions that cause a restriction or cessation of operations and other circumstances that make the fulfilment of obligations significantly more difficult or impossible, regardless of whether they occur at a contractual partner or at third parties, but only if they are not caused by the contractual partner or the third party.

14. Property rights

(1) The Contractor is liable for ensuring that its performances and their exploitation by the Client do not infringe the property rights of third parties. The same applies to the procurement of accessory systems, for maintenance and repair, for subsequent changes and the production of spare and reserve parts by the Client or external companies.

(2) Without prejudice to the Client's statutory claims, the Contractor shall indemnify the Client against all claims of third parties and all the Client's damages, expenses and other disadvantages arising in this context. This also includes in particular disadvantages that arise for the Client from any necessary modification of buildings, machines, systems and IT systems or programs, and from delays in the construction, project or operating process.

15. Acceptance

(1) Unless specified otherwise in the contract, the Contractor's performance requires formal acceptance; acceptance is a prerequisite for the due date of the Contractor's entitlement to remuneration for all contracts on which these conditions are based. The Client shall accept the performances at the place of fulfilment as soon as the Contractor requests this in writing after completion and all acceptance requirements have been met. Acceptance requires the obligatory preparation of a record on the Client's form, which must be signed by the Client and the Contractor. Verbal acceptance or implied acceptance by commissioning are excluded.

(2) Insignificant defects determined during acceptance must be remedied by the Contractor without delay. The successful remedying of defects shall be documented and initiates the limitation period for this.

16. Defects

(1) The Contractor warrants that its performance is error-free and complete in all respects and, in particular, that it has the essential characteristics agreed in the contract as such and is suitable for the intended purpose under normal operating conditions. This also applies to custom-made products within the meaning of Section 3 (2) Equipment Safety Act [GerätesicherheitsG]. Only those parts that have been expressly agreed as wearing parts with service lives before the order is placed are excluded from the supplementary performance obligation.

(2) The statute of limitations for claims due to performances not rendered or not rendered properly shall be determined in accordance with the statutory provisions.

(3) In the event of material defects and defects of title of performances rendered by the Contractor, the Client shall be entitled to the statutory rights. The Client has the right to choose the type of supplementary performance – rectification or replacement. The Client shall be entitled to set a reasonable deadline for supplementary performance; the appropriateness is also determined according to the operational interests of the Client. In the event of unreasonableness, the Client shall be entitled to refuse supplementary performance. Without prejudice to the statutory provisions, unreasonableness may exist in particular if the subsequent performance leads or can lead to an unreasonable delay or to an uncertainty with regard to its success in the case of equipment, systems or facilities that are relevant for safety or are necessary for the maintenance of the Client's operating, production or business processes. An amicably defined subsequent performance period has the same legal effect as a deadline set by the Client.

(4) After exercising the right of withdrawal due to non-rendering or improper rendering of a performance, as well as in the case of claims for compensation of damages instead of performance, the Client shall be entitled, if the performance or residual performance has to be awarded elsewhere, without prejudice to the statutory rights, to claim an advance payment of a reasonable amount due to the expected costs plus a security surcharge of 25 %. In this case, the Client is only obliged to obtain several quotations to the extent that this does not cause or threaten to cause significant time delays or disruptions to the operational, production or business processes. The Client bills its own performances at usual third-party market prices. In the event of withdrawal, the Client shall also be entitled to demand the taking back of the performance by the Contractor free of charge for the Client, including the handing back of the building site in the condition in which it was taken over by the Contractor and the restoration of the Client's systems at the interfaces in the condition in which they were before the Contractor's performance was connected. After exercising the right of withdrawal, the Client shall have the option to continue using the performance object at its own risk for an appropriate usage fee until a replacement system is ready for operation.

(5) In the event of material defects, without prejudice to the statutory rights and even in the case of purchase and work delivery contracts, the Client shall also have a right to self-

performance and to claim an advance payment after fruitless expiry of a deadline set for subsequent performance in accordance with Section 637 BGB [German Civil Code]. With regard to the advance payment, Section 16 (4) shall apply accordingly.

(6) If a material defect becomes apparent within six months of the transfer of risk, it shall be presumed that the work or item was already defective at the time of transfer of risk, unless this presumption is incompatible with the nature of the item or the defect. Any warranty obligations by virtue of a special agreement remain unaffected.

(7) With the rectification of defects, the statutory limitation period for claims for defects starts anew for the repaired parts of the performance; this also applies to such parts as are functionally related to the parts covered by the rectification of defects and for which damaging influences due to this performance cannot be excluded.

(8) Insofar as the Client is responsible for examining the performance and reporting the defects in accordance with Section 377 para. 1 HGB [German Commercial Code], the Client shall have two weeks from the date of delivery for their timely fulfilment; the notification of a defect that only becomes apparent later is timely in accordance with Section 377 Para. 3 HGB until the expiry of two weeks after its discovery.

17. Invoicing

(1) An invoice with the entire proof of performance must be issued for each order, including any supplementary orders. This includes the declaration of acceptance and, if applicable, the timesheets countersigned by the Client.

(2) The invoice must comply with the requirements of the Value Added Tax Act in Germany, and must clearly and comprehensibly list the performances rendered, stating the purchase order number.

18. Payment

(1) The respective amounts of agreed payments are to be requested by the Contractor. Payments do not constitute an acknowledgement of the correctness of the invoice and/or the contractual conformity of the performances, but are subject to subsequent verification.

(2) Unless agreed otherwise, an annual interest rate of 5% above the base interest rate in accordance with Section 247 BGB [German Civil Code] shall apply in the event of default on the part of the Client. The Client shall pay according to its own choice by bank transfer or cheque. Payment shall be deemed to have been made in due time if the Client has verifiably sent the bank transfer order or cheque by the payment due date.

(3) In conformity with all companies belonging to the Salzgitter Group, the Client shall be entitled to offset all claims to which the Client or one of the group companies of the Client is entitled against the Contractor and to offset against all claims to which the Contractor, for whatever legal reason, is entitled against the Client or its group companies - a list of these companies shall be made available by the Client on request. This also applies if cash payment has been agreed by one party and payment in bills of exchange or other services on account of performance has been agreed by the other party. Where appropriate, such agreements shall relate only to the balance. If the receivables are due at different times, they shall be settled

on the value date. Securities that exist for the Client or one of the aforementioned companies are liable for the receivables of all these companies.

19. Transfer of contract / change of company; assignment

(1) The Contractor shall immediately notify the Client of any transfer of contract and any change in its company by operation of law.

(2) The transfer of the contract or part thereof to a third party requires the Client's prior written consent, to which there is no legal entitlement.

(3) The total or partial assignment or other transfer of claims of the Contractor against the Client to third parties requires the Client's prior written consent, to which there is no legal entitlement. The Client shall not refuse consent without good cause.

(4) In assignments that take place on the basis of an extended retention of title, the Client hereby consents, with the proviso that it reserves all rights against the assignee that it would be entitled to against the Contractor without the assignment.

20. Subcontractors; liability for subcontractors and suppliers; requirements for the deployment of employees on the Client's premises

(1) The Contractor shall render the contractual performances itself. The involvement of subcontractors requires the Client's prior written consent, to which there is no legal entitlement.

(2) The Contractor shall be liable for subcontractors and suppliers in the same way as for its own fault.

(3) The Contractor undertakes to comply with the following requirements when its employees work on the Client's premises:

a) The Contractor is responsible for ensuring

- that its employees employed for this assignment are duly registered for social security and equipped with the social security identity card,
- that it duly pays the income tax and social security contributions (health insurance, pension contributions, unemployment insurance, employers' liability insurance association) for these employees,
- that any foreign workers employed have the necessary work permit, and
- that at least the foreman or master has knowledge of the German language.

The Contractor hereby undertakes to comply with all relevant trade commission regulations, accident prevention regulations and other occupational health and safety regulations, including hazardous substances and hazardous goods laws, water management laws including (in the Federal Republic of Germany) state-specific regulations as well as the working hours regulations; the Contractor hereby further declares that it is aware of these provisions and that the Contractor's employees have been instructed on the relevant occupational health and safety regulations.

b) The Contractor shall ensure that subcontractors also comply with the above provisions. If the Contractor employs persons who are not subject to social

security contributions – e.g. freelancers – as subcontractors, the Contractor also ensures that they

- have adequate accident and health insurance,
- and, if they carry on a business, that they have fulfilled the duty of disclosure according to trade laws (in Germany: Sections 14, 15 para. 1 GewerbeO [Trade, Commerce and Industry Regulation Act]). For the issuance of factory IDs, the certificate of receipt of the business registration by authority and date must be provided to the Client's works security.

c) The Client may at any time demand proof of compliance with the above obligations.

d) If the Contractor does not comply with the above obligations in whole or in part, the Client may withdraw the order from the Contractor in whole or in part with immediate effect, in addition to demanding compensation for the damage incurred.

21. Interest on payment claims against the Contractor

Payment claims against the Contractor shall bear interest at the interest rate agreed in the event of default of payment by the Client.

22. Securities

If the Client makes down-payments or advance payments on its order, it shall be entitled at any time to demand a corresponding security in accordance with its text.

23. Offset and retention by the Contractor

(1) The Contractor may only offset undisputed or legally established claims.

(2) The Contractor shall only be entitled to rights of retention if they are based on the same contractual relationship.

(3) In the event of disagreements about additional or changed performances, the Contractor shall not be entitled to a right of retention or other right to refuse performance, in particular a right to discontinue construction or assembly.

24. Secrecy

(1) Documents, regardless of their nature and origin, of which the Contractor and the vicarious agents and assistants working for the Contractor (such as its own employees and subcontractors) become aware, shall be kept secret by them and by the Contractor. The same applies to all other operating methods and figures, models, drawings, sketches, images and other information that come to the attention of the Contractor or the vicarious agents and assistants working for the Contractor in connection with the execution of the order, in which the Client has an interest in secrecy by their nature. The information mentioned in sentences 1 and 2 may not be published or reproduced, nor made accessible to third parties, nor used for any purpose other than the originally intended purpose without the prior written consent of the Client.

(2) All orders may be used or published by the Contractor beyond the order only with the prior written consent of the Client. The same applies to photographs taken inside the Client's premises and their publication.

(3) The Contractor shall pass on the above obligations to the vicarious agents and assistants acting on its behalf.

25. Partial ineffectiveness

Should individual provisions of these terms and conditions be invalid in whole or in part, the remaining provisions shall remain fully effective.

26. Application of German law

To the exclusion of foreign law, only the laws applicable to the legal relationships between domestic parties at the registered office of the ordering company shall apply to all legal relationships between the Client and the Contractor. The uniform UN Convention on Contracts for the International Sale of Goods shall not apply.

27. Place of jurisdiction

The place of jurisdiction for both parties is the district court or regional court responsible at the registered office of the ordering company; in addition, the Client is entitled to choose the general place of jurisdiction of the Contractor.