

## Terms and Conditions of Assembly and Payment of the CHIRON Group SE, Tuttlingen

### I. Conclusion of contract

1. All agreements and offers are subject solely to these Terms and Conditions of Assembly and Payment; they are deemed to have been accepted once the order has been placed or the purchaser has assisted in the assembly. We shall not be bound by any terms and conditions of the purchaser, even if we have not expressly objected to them unless we have expressly acknowledged them.
2. Amendments or additions to the agreements made by persons other than directors or authorized signatories (Prokuristen) are not valid unless confirmed in writing by our management. Any amendment to this written form requirement must be in writing.
3. Our offers are non-binding. Orders shall be deemed to be an invitation to conclude an agreement. We can accept such offers within 14 calendar days. All agreements do not become valid until we have confirmed them in writing. The content of the confirmation alone is authoritative. There are no oral collateral agreements.
4. The documents associated with the offer such as illustrations, drawings, weights and dimensions are only approximations. They do not constitute a quality agreement or a guarantee, but should only be seen as descriptions or designations of the supply or service. We reserve title and copyright in cost estimates, drawings and other documents. These shall not be disclosed to third parties.

### II. Deadlines and dates; force majeure

1. Assembly deadlines and assembly dates are only approximate, unless expressly set out otherwise in writing.
2. The assembly deadline shall be deemed kept if - until expiration of the deadline - the assembly object is ready for acceptance by the purchaser, or if testing is provided in the contract, the assembly object is ready for the test run.
3. The assembly deadline begins as soon as all details of the execution have been finalized and the contracting parties have agreed to the terms of the contract, unless otherwise agreed.
4. Compliance with the assembly dates and deadlines shall be subject to correct and timely delivery to us, insofar as we are not responsible for the delay in delivery on the part of our suppliers. Should it become apparent that delays are likely, the purchaser will be notified as soon as possible.
5. Natural disasters of any kind, in particular earthquakes, floods, storms, volcanic eruptions and forest fires, riots, civil commotion, civil war, revolution, embargoes, blockades, sabotage, acts of terrorist violence, official measures, epidemics, pandemics, industrial action, operational and production disruptions – also at third parties in our supply chain – procurement market distortions and other unforeseeable, unavoidable and serious events constitute force majeure and release the contracting parties from their respective performance obligations for the duration and to the extent of their existence. The contracting parties are obliged to inform the respective other contracting party immediately about the existence of an event of force majeure and – as far as possible – how long the event will probably prevent or impair the performance. If such a state of force majeure lasts for a period of more than twelve weeks, the contracting parties shall be entitled to terminate the contract in whole or in part. Claims for damages as a result of such a termination are excluded.
6. If an already fixed date is postponed at the request of the purchaser or for reasons for which the purchaser is responsible, the purchaser shall bear the resulting costs.
7. If we are in default with the provision of the assembly service, the purchaser can demand compensation for any damage caused by the default in addition to the service. However, unless we are guilty of intent or gross negligence, this claim shall be limited to 0.5% of the order value of the order in question per week of the delay, however, to a maximum of 5% of the order value of the relevant order. The right of the purchaser to withdraw from the contract after expiry of a reasonable period of grace and/or to claim damages for non-performance in accordance with Section XI of these Terms and Conditions of Assembly and Payment shall remain unaffected.

### III. Cooperation of purchaser, technical assistance

1. The purchaser shall support the assembly personnel during assembly without charge.
2. The purchaser is obliged to provide technical assistance without charge. This includes in particular the
  - a) provision of the required suitable specialists and assistance in sufficient number and for the required time, unless expressly set out otherwise in writing. The assistants shall follow the instructions of the assembly supervisor. We shall not assume liability for these assistants. If there is a defect or damage caused by the assistants on the basis of our instructions, our liability shall be subject to X. and XI. of these Terms and Conditions of Assembly and Payment;
  - b) performance of all earth, construction, bedding and scaffolding work, including the procurement of the necessary construction materials;
  - c) provision of the necessary fixtures and heavy tools, such as compressors and the necessary commodity goods and materials, e.g. wooden blocks, supports, underlayments, sealing materials, lubricants, fuels, transmission cables and straps, unless expressly set out otherwise in writing,
  - d) provision of heat, light, power, water, including the necessary connections;
  - e) provision of the necessary dry and lockable rooms for storing our tools;
  - f) transport of the assembly parts on the assembly site, protection of the assembly site and materials from detrimental influence of any kind, cleaning of the assembly site;
  - g) provision of suitable, theft-proof recreation and work rooms with heat, light, rest room facilities and first aid facilities for the assembly personnel;
  - h) provision of parking and access options and areas to store material and containers close to the assembly location;
  - i) provision of unsolicited information regarding the location of gas, electricity, water and other supply lines in the assembly area;
  - j) provision of the materials and carrying out of all other acts which are necessary for the adjustment of the object to be assembled and for performing a contractually agreed test run.
3. The purchaser's technical assistance must ensure that the assembly work can be started without undue delay after the arrival of the assembly personnel and continue without any delay until acceptance by the purchaser. We shall provide the purchaser with any diagrams or instructions in due time, if these are required. The plans and instructions shall remain our property, unless expressly agreed otherwise.
4. If the purchaser fails to comply with its obligations, we shall be entitled after having set a reasonable deadline, to perform the purchaser's duties in its place and at the expense of the latter. However, there is no obligation in this respect. This shall have no effect on our statutory rights and claims. We shall not be entitled to perform such duties ourselves if the purchaser is not responsible for the breach of duty.

### IV. Accident prevention

1. The purchaser shall take whatever special measures are necessary to protect persons and objects on the assembly site. The purchaser shall also notify the assembly supervisor in writing of any specific safety regulations without special request before assembly begins.
2. If the purchaser provides suitable assistants for assembly work in the context of technical assistance, such personnel shall observe the instructions of the assembly supervisor, in particular with regard to accident prevention measures.
3. Both the purchaser and we ourselves shall provide the respective other party with the names of those responsible for compliance with and monitoring of accident prevention regulations.

### V. Acceptance

1. The purchaser is obliged to accept the assembly provided as soon as notification of the completion thereof has been provided and any contractually agreed test run of the assembled object has taken place. If the work is to be completed in tranches, each individual tranche shall be accepted separately. Should it transpire that the assembly does not comply with the contract, we are obliged at our option to either remedy the defect or to repair the defect by a renewal of the assembly. This does not apply if the defect is caused by a circumstance for which the purchaser is responsible. If the defect is not material, the purchaser cannot refuse acceptance.
2. If acceptance is delayed without us being responsible therefore, acceptance is deemed to have taken place two weeks after the notification that assembly has been completed.
3. Upon acceptance, our liability for obvious defects is excluded, except for those defects for which the purchaser has reserved the right to make a claim for defect.

### VI. Prices

1. Our prices shall apply to the scope of services and delivery specified in our order confirmations. They exclude prevailing VAT. Assembly shall be charged in accordance with time spent, unless expressly set out otherwise in writing.
2. If fixed prices are agreed, they are calculated on the basis of assembly in a 40-hour week from Monday to Friday with the exception of public holidays at the place of assembly. A working day shall be no more than 8 hours during the period from 08.00 hours to 17.00 hours. Work, deliveries and assembly services which have been ordered by the purchaser to be done on Saturdays, Sundays and public holidays shall be paid subject to a special rate as set out in our price list.
3. The fixed price only includes the deliveries and services that are expressly listed. Any auxiliary and additional work over and above this shall be provided by the purchaser or remunerated in addition.
4. We may demand an additional rate according to our price list for work under difficult conditions, if difficult conditions emerge in the course of the assembly work which were not known and which were not apparent at the time the contract was concluded, subject to any express agreement to the contrary.
5. The purchaser shall be obliged to examine and countersign the weekly reports without undue delay. Any objections shall be reported without undue delay in writing.

### VII. Terms of Payment

1. Invoices for repairs and assembly shall be due for payment net immediately on receipt.
2. The purchaser shall only be entitled to set-off and retention with undisputed or legally established counter-claims.
3. All our claims shall be due immediately, irrespective of the term of the bills of exchange accepted and credited, if the purchaser is in partial default of payment. In such a case we are also entitled to carry out outstanding work only in return for advance payment or a deposit and, if neither is provided, to withdraw from/terminate the contract after a due deadline and to claim for damages due to non-fulfilment. This shall also apply, if we become aware of the fact, that the purchaser is unable to perform in full and that this jeopardises fulfilment of our claims.

4. In the case of payment in the form of bills of exchange:
  - a) We reserve the right to accept bills of exchange and they are only accepted on account of performance;
  - b) Discount is ruled out;
  - c) The debtor shall bear all expenses for bills of exchange;
  - d) Credit notes are subject to receipt with value date of the day on which we can dispose of the equivalent value.

#### **VIII. Reservation of Title**

1. We reserve title in all goods, which we have used for assembly purposes and in all goods which are delivered by us until the purchaser has settled all liabilities arising from its business relationship with us, including any liabilities which arise in future.
2. The purchaser shall treat the goods with care; in particular it shall insure the goods sufficiently against fire, water and theft at reinstatement value at its own cost.
3. If any goods in which we have title are combined or mixed with other items to form a new single item in such a way that one of the other items must be regarded as the principal item, we shall have pro rata (co-) title in the new single item thus created, such (co-)title being the ratio of the value of the goods owned by us to the value of the combined or mixed items at the time of such combining or mixing, and the purchaser shall transfer such (co-)title therein here and now. We hereby accept this transfer / transfer of title. The purchaser shall hold the item created by combination or mixing for us free of charge.
4. In the event of seizure or any other measure taken by third parties in relation to the goods, the purchaser shall notify us in writing without delay so that we can initiate legal proceedings pursuant to § 771 German Code of Civil Procedure (Zivilprozessordnung) in order to prevent execution of any court order. If the third party is not able to reimburse us for costs incurred in or out of court pursuant to § 771 German Code of Civil Procedure, the purchaser shall be liable for our loss.
5. If the realizable value of the securities given to us exceeds the secured claims by a total of more than 10%, we are obliged to release securities of our choice at the request of the purchaser.

#### **IX. Software**

1. The software is only supplied in machine-readable form (object code). The source code is not subject of the contract and is not supplied with the software.
2. We grant the purchaser the non-exclusive right to use, i.e. install, load and run the software in accordance with the provisions below. The right of use is limited to the agreed period, or if no such period has been agreed, the software may be used for an indefinite period.
3. We grant the purchaser the right to transfer the above right to third parties, in which case the purchaser must ensure that the third party is not granted broader rights of use in the software than those granted to the purchaser under its contractual agreement with us and that the third party is subject at least to the same obligations in respect of the software as stipulated under this contractual agreement with us. In doing this the purchaser may not keep copies of the software. The purchaser is not entitled to grant sub-licences. If the purchaser passes the software on to a third party, it is responsible for compliance with any export licences and shall indemnify us from any obligations resulting thereof.
4. The purchaser may only make a copy of the software for back-up purposes (back-up copy). Apart from cases stipulated in section 69e German Copyright Act (Urheberrechtsgesetz) (decompiling), the purchaser may not modify, reverse engineer, translate or extract parts of the software.
5. We are not liable for losses caused by the purchaser culpably modifying the software itself or having it modified by third parties without our express written consent, using it in or with hardware or software other than that agreed or stated in the documentation or using it for purpose other than agreed and not stated in the documentation.
6. We are not obliged to perform any software service work such as maintenance, hotline or updates which goes beyond the scope of what is covered by warranty. Any such additional work must be agreed separately.
7. The purchaser shall make all necessary and reasonable efforts to prevent or limit damage caused by the software. In particular, the purchaser must ensure that programs and data are backed up at regular intervals. As far as the purchaser breaches this obligation we shall not be liable for any consequences, particularly not for replacing lost or damaged data or programs. The above provision has no effect on the burden of proof.
8. If the goods supplied by us (e.g. machines) contain third-party software from other manufacturers, then the software conditions of the respective manufacturer of the third-party software apply in addition with regard to our supplies and the use of this third-party software. On request in written or electronic form we will provide the purchaser with these software conditions.

#### **X. Claims for defects**

1. After acceptance of the assembly, we shall be liable for defects in the assembly to the exclusion of all other claims of the purchaser in accordance with the following provisions and Section XI in such a way that we must remedy the defects, provided that the purchaser has notified us in writing of any defects discovered without delay, but at the latest within 10 working days, and provided that our liability is not excluded on the basis of V.3. of these Terms and Conditions of Assembly and Payment.
2. Claims for defects do not exist if the purchaser is responsible for the defect.
3. We shall not bear liability for damage and defects caused by any modifications or repair work improperly carried out by the purchaser or third parties without our prior permission. In urgent cases only, i.e., where operational safety is at risk and to avert disproportionately high damage, where we are to be notified immediately, or - taking into account statutory exceptions - where we failed to remedy the defect within a reasonable time limit set by the purchaser, the purchaser shall be entitled - in accordance with statutory provisions - to remedy the defect itself or have it remedied by third parties - and to demand reimbursement of the necessary proven costs from us.
4. If we, taking into account the statutory exceptions, let a reasonable deadline placed upon us for the remedy of defects pass without remedying the defects concerned or if remedying the defect fails or if we unjustifiably refuse to remedy the defect, the purchaser shall be entitled to claim reduction of the purchase price in accordance with the statutory provisions. The purchaser may only rescind the agreement if the assembly is of no interest to the purchaser despite the reduction.
5. Claims for defects with the exception of claims for damages in accordance with Section XI shall become statute-barred within one year of acceptance of the assembly, unless work on a building is involved.
6. Further claims of the purchaser shall be determined exclusively under XI. of these Terms and Conditions of Assembly and Payment. This shall have no effect on the purchaser's claims in as far as we have accepted a guarantee for the quality or the durability of the work supplied. In such a case, the extent of liability depends on the content of the guarantee.

#### **XI. Liability**

1. If an assembly part delivered by us is damaged during assembly and we are responsible therefore, we shall choose to either repair the damage or arrange for a new delivery at our own cost.
2. We shall be liable in cases of intent and gross negligence.
3. We shall also be liable in the event of negligent injury to life, body and health caused by us, our legal representatives or vicarious agents and in the event of fraudulent concealment of a defect or assumption of a guarantee (Garantie). In the latter case the extent of liability depends on the guarantee declaration.
4. We shall also be liable if we, our legal representatives or vicarious agents negligently breach duties the fulfilment of which is crucial for the proper execution of the agreement and which the purchaser relies on and is entitled to rely on being fulfilled. If we have not acted with intent or gross negligence liability is restricted to the typical, foreseeable damage.
5. We shall also be liable in instances of mandatory statutory liability, for example pursuant to the German Product Liability Act (Produkthaftungsgesetz).
6. Otherwise liability is excluded irrespective of the legal ground.
7. The purchaser shall notify and consult us comprehensively and without undue delay, if it intends to raise claims and claim for damages in accordance with the aforementioned provisions. The purchaser shall provide us with an opportunity to examine the loss occurrence.

#### **XII. Final provisions**

1. The place of jurisdiction for any disputes arising from or related to the business relationship between us and the purchaser shall at our discretion either be Rottweil or the purchaser's place of registration. The exclusive place of jurisdiction for claims against us shall be Rottweil, Germany.
2. The relations between us and the purchaser are subject to the law of the Federal Republic of Germany with the exception of the conflict of laws rules of international private law and excluding the UN Convention on Contracts for the International Sale of Goods.
3. The headings in these Terms and Conditions of Assembly and Payment serve only for better orientation. They have no relevance to interpretation of the provisions.
4. If one or more provisions of these Terms and Conditions of Assembly and Payment or of the contract should be or become invalid this shall not affect the validity of the other provisions. The contracting parties are obliged to agree on a new provision which comes as close as possible to the economic purpose of the invalid provision. This applies accordingly in the event of omissions in the contract.