

General Terms and Conditions of Service of KettenWulf Betriebs GmbH (October 2022)

I. General provisions

1. These General Terms and Conditions of Service (“GTS”) shall apply to all our business relations with our customers (“Customer”), provided that the Customer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law and our performance consists of a service.
2. The scope of the service shall be determined by the written declarations of both parties. However, the Customer’s general terms and conditions shall only apply insofar as we have expressly agreed to them in writing. In all other cases, these GTS shall be exclusively authoritative for the contract. Unless otherwise agreed, the GTS in the version valid at the time of the order or in any case in the version last notified to the Customer in text form shall also apply to similar future contracts without the necessity to refer to them again in each individual case. When the order is placed or the audit services are performed, the GTS and their entire content shall become an integral part of the contract.
3. Legally relevant declarations and notifications to be made to us by the Customer after the conclusion of the contract (e.g. setting of deadlines or similar) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax) in order to be effective. Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
4. Our GTS shall also apply if we perform the service without reservation in the knowledge of terms and conditions of the Customer that conflict with or deviate from our GTS. Silence in response to declarations by the Customer is not to be regarded as consent.
5. References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTS.

II. Offers for order verification

1. Our offers are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period. The foregoing applies accordingly to documents, which accompany our offers.
2. With regard to the accuracy of the order, the Customer bears the responsibility and the Customer is responsible for providing us with any necessary information regarding the commissioned service within a reasonable period of time so that the services can be performed in accordance with the contract.
3. Additions and amendments to the agreements made, including these GTS, must be made in writing to be effective. Transmission by telecommunication, in particular by fax or by e-mail, shall be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted. Oral promises on our part prior to the conclusion of this contract are not legally binding and oral agreements of the contracting parties shall be replaced by the written contract unless it is expressly stated in each case that they shall continue to be binding.
4. We reserve our unrestricted property and copyright exploitation rights to cost estimates, drawings, specifications and data, also insofar as they are

stored in electronic media, and other documents (hereinafter “Documents”). The Documents may only be made accessible to third parties with our prior express written consent and, if the order is not placed with us, must be returned to us immediately and without being requested to do so (see also Section IX on the obligation to secrecy). Sentences 1 and 2 shall apply mutatis mutandis to documents of the Customer; however, these may be made accessible to such third parties to whom we have permissibly assigned services.

III. Scope of Service

1. We perform the services considering the specific requirements of the Customer, observing the generally recognized rules of technology and, if the service consists of a component or material test, based on a suitable arrangement of the test selected by us. In the absence of specific instructions from the Customer, the provisions of our order documents and specification sheets, the relevant trade customs and such procedures as we deem suitable for the execution of the order for technical, operational-organizational or economic reasons shall apply with priority to our services.
2. If test objects are provided by the Customer, they shall be subjected to the intended test procedure, but in principle neither processed nor modified. We shall not be liable for any damage to or deterioration of the test item.
3. We shall prepare documentation in the form of a written protocol or results report (hereinafter “Documentation”) on the test and consulting results obtained on the basis of the information, documents and/or samples provided by the Customer or found at the Customer’s registered office.
4. The result of a chain test, a component or material test as well as of consulting services is only binding if it is included in our written protocol or result report. The Customer shall use the findings, conclusions and measures derived from the test result and the consultations exclusively on his own responsibility.
5. Our Documentation shall exclusively reflect the facts ascertained at the time of the audit or consultancy service within the framework of the specific instructions given by the Customer or, in the absence thereof, within the parameters listed in the performance specifications. We are not obliged to refer to or report on values or facts that lie outside the specific instructions given by the Customer or the parameters listed in the performance specification.
6. We reserve the right to make minor changes to performance, if these are insignificant changes to performance which are reasonable for the Customer.

IV. Cooperation of the Customer

1. The Customer acknowledges that we are dependent on his comprehensive cooperation for the successful and timely performance of the services owed by us. He therefore undertakes to provide all information required for the proper performance of the services in a timely and complete manner. To this end, he shall ensure that the information, instructions and documents required for the execution of the order are made available to us in good time (at least 48 hours before the start of the agreed service).
2. Where the testing or consultancy service takes place at the premises of the Customer, he shall grant our employees or the subcontractors engaged to perform the service access to all premises where the services or the tests are to be performed and shall take all necessary steps to remove or remedy any im-

pediment or interruption to the performance of the required services. Where required by us, equipment and auxiliary personnel shall be made available to assist the company in the performance of the contract by the Customer. The Customer shall be solely responsible for ensuring all necessary measures for the physical and legal safety of the working conditions, places and facilities in its area of responsibility during the performance of the services.

3. If the service is performed at our test site, the Customer must deliver the components free of charge and risk to our test site Zum Hohenstein 15 in 59889 Eslohe, Germany and collect them there after testing. If the test items are to be returned to the Customer after testing at the Customer's request, he must inform us of this when placing the order.
4. All test items arising shall be stored at the test site for a maximum period of 3 months, unless the parties have agreed otherwise in writing on a longer storage period. After expiration of the period of safekeeping, the test items shall be disposed of at the Customer's expense or, if a corresponding agreement exists with the Customer, returned to the Customer at the Customer's expense and risk. In this case, the risk shall pass to the Customer upon handover to the shipping person. The notification of readiness for handover or dispatch is equivalent to the time of handover.
5. The Customer shall notify us in advance of any known risks or dangers, whether present or potential, associated with the order or the performance of the service. The Customer shall be liable for all damage attributable to a hazardous nature of the test items.
6. If a customer-specific duty to cooperate or customer-specific test set-up is generally required, the Customer shall accept these preparatory measures before the start of the test procedure and confirm in writing the compliance of these measures with his specifications.
7. In cases where we have to dismantle the test item on the Customer's company premises, the Customer is obliged to keep and provide all spare parts for the chain in case components are destroyed during dismantling.
8. If the test is carried out on the Customer's company premises, the Customer is obliged to fully test the test object after the test before putting it back into operation. The Customer shall bear full responsibility for the test item after completion of the test.
9. We are entitled to terminate the service contract without notice and to demand appropriate compensation if the Customer fails to comply with his obligations to cooperate in accordance with this Section IV within a reasonable period.

V. Performance of the service

1. Details of the scope and duration of the services are non-binding unless we have expressly described them as binding.
2. The observance of dates and deadlines presupposes the timely receipt of all documents, test items and information to be supplied by the Customer as well as the timely fulfilment of the Customer's duties to cooperate in accordance with Section IV.
3. Events for which we are not responsible and which significantly extend the duration of the service entitle us to withdraw from the contract without being liable to pay compensation.

4. If the contracting parties subsequently agree on other or additional services that affect agreed deadlines, these deadlines shall be extended by a reasonable period of time.
5. We are entitled to subcontract all or part of the services. We may disclose to the subcontractor any information necessary for the performance of the transferred services.

VI. Retention of title

1. We expressly reserve the ownership or the legal title to our offer documents, test and consulting results and created test and consulting documents until full payment by the Customer.
2. If the Customer is in default of payment, we reserve the right to demand the complete return of the audit and consultancy documents, without the Customer being entitled to make and retain copies, similar transcripts or other notes etc. thereof.
3. In this case, the Customer already now agrees to an immediate and complete return of these documents upon first request on our part.

VII Prices and terms of payment

1. If remuneration has been agreed for the service, this shall be based on the services set out in the order confirmation in each case and the associated remuneration plus the statutory value added tax applicable in each case as well as the provisions regulated in this clause.
2. The remuneration is payable net (without deduction) within 30 days of the invoice date. The statutory provisions shall apply in the event of default in payment.
3. Notwithstanding the foregoing, we are, however, entitled at any time, also within the framework of an ongoing business relationship, to perform a service in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
4. If a postponement of dates for the performance of services is agreed at the request of the Customer, we shall be entitled to demand payment at the time at which it would have become due without the postponement. The agreement on the postponement of such dates must be in writing.
5. Upon expiry of the aforementioned payment deadline, the Customer shall be in default. During the period of default, interest shall be charged on the remuneration at the statutory default interest rate applicable at the time. The assertion of higher interest and further damages in the event of default shall remain unaffected. With regard to merchants, our claim to the commercial due date interest rate (§ 355 HGB) remains unaffected.
6. The Customer shall only be permitted to offset if his counterclaim has been legally established, is undisputed or has been recognized by us.
7. In the event of unforeseen obstacles or additional costs in the performance of the services, we shall endeavour to inform the Customer; we shall also be entitled to invoice the necessary additional expenditure. If we are partially or completely prevented from performing the services for reasons for which we are not responsible (also in the event of violations

of the Customer's duties to cooperate as defined in Section IV), we may demand payment of the following amounts from the Customer:

- (i) the amount of any non-refundable costs incurred by us; and
- (ii) the part of the agreed remuneration corresponding to the part of the services already provided.

VIII. Liability

1. Documentation shall be prepared on the basis of the information, documents and/or test items provided by or on behalf of the Customer and shall serve exclusively for the Customer's benefit. The Customer is responsible for drawing the necessary conclusions from this. Neither KettenWulf Betriebs GmbH nor its executives or employees shall be liable to the Customer or third parties for actions taken or omitted on the basis of the test and consulting results. The same shall apply to faulty services insofar as these are based on unclear, incorrect, incomplete or misleading information provided by the Customer.
2. In the event that the service is not performed in accordance with the contract, the Customer shall be entitled to rectification. The rectification shall be free of charge.
3. Claims for damages and reimbursement of expenses by the Customer ("**claims for damages**"), irrespective of the legal grounds, in particular due to breach of obligations arising from the contractual relationship, irrespective of whether of a contractual or pre-contractual nature, and due to tort, are excluded. This shall also apply to damages or expenses incurred during the period in which we fulfil our obligation to remedy the defect.
4. This does not apply if liability is mandatory, e.g. in cases of intent, gross negligence, injury to life, limb or health and breach of material contractual obligations (obligations whose fulfilment is essential to the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely). However, the claim for damages for the breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, body or health. A change in the burden of proof to the detriment of the Customer is not associated with the above provisions.
5. In cases where we provide a gratuitous service, the Customer waives claims against us and indemnifies us against claims of third parties in connection with the gratuitous service and/or the documentation.
6. The limitations of liability resulting from the above shall also apply in the event of a breach of duty by persons whose fault we are responsible for according to statutory provisions, e.g. representatives and vicarious agents. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
7. The objection of contributory negligence (§ 254 BGB) remains unaffected.
8. Claims for damages shall become statute-barred within 12 months from the provision of the service or, if the service includes documentation, from the handover of this documentation, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.

9. However, claims for damages by the Customer due to injury to life, body or health, in cases of intent and gross negligence shall be subject to the statute of limitations exclusively in accordance with the statutory limitation periods.

IX. Secrecy

1. The Customer undertakes to treat as business secrets all commercial or technical details which are not in the public domain and which become known to him through the business relationship and which go beyond the result of the audit and consultancy which may be covered by the service, and to oblige his employees accordingly. In particular, all technical and commercial documents, sketches, data, know-how and other information are to be kept strictly secret and are not to be used for own competitive purposes unless we have expressly agreed to their use in writing in advance.
2. In the event of infringement, the Customer shall pay to us a contractual penalty to be determined at our reasonable discretion, the forfeiture and amount of which the Customer may have reviewed by the competent court in the event of a dispute; § 343 BGB shall apply.

X. Copyright; intellectual property

1. All copyrights to the documentation produced by us (calculations, expert opinions, representations, etc.) shall remain with us. This documentation is only to be used for the purpose for which it is intended as agreed and may also only be communicated in complete and unchanged form.
2. Furthermore, we expressly reserve all copyrights to offer documents, audit services and created audit documents.
3. We expressly reserve all rights to our test methods and/or procedures, related engineering and consulting services, as well as to all devices, software and/or equipment required for this purpose.

XI. Force majeure

If we are prevented in whole or in part from performing our obligations under the Contract for serious reasons which are unforeseeable and beyond our control ("**Force Majeure**"), such as natural disasters, war, terrorist activities, industrial disputes or epidemics and pandemics, we shall be released from our obligation to perform and shall not be responsible for any partial or total failure to perform our obligations under the contract.

XII. Applicable Law, Place of Jurisdiction and Place of Performance

1. Unless otherwise stated in the order confirmation, our registered office shall be the place of performance.
2. These GTS and the contractual relationship between us and the Customer shall be governed exclusively by German substantive law.
3. If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from or in connection with this contract shall be our registered office. The same applies if the Customer is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled in all cases to sue the Customer at his general place of jurisdiction.



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Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

XIII Severability clause

If a provision of these GTS should be void, ineffective or unenforceable due to a law or another regulation, the remaining provisions of these terms and conditions shall not be affected by this. The void, ineffective or unenforceable clause shall be replaced by the provision which we and the Customer would have chosen after due consideration of the interests of both parties and which corresponds to the statutory provisions. The same applies to the filling of any gaps in these terms and conditions.