

General conditions for the supply and installation of systems and machines ("Installation Conditions")

The following Installation Conditions apply exclusively for the supply and installation of systems and machines to and for Georgsmarienhütte Holding GmbH as well as all companies in which it is directly or indirectly involved ("Principal"). The current circle of companies in which Georgsmarienhütte Holding GmbH is directly or indirectly involved can be viewed in the Internet under website <https://www.gmh-gruppe.de/de-de/gmh-gruppe/gruppen-unternehmen.html>. Opposing and/or supplementing general business conditions of the Contractor do not apply for the Principal. This applies also if the Principal does not expressly veto these conditions or complies with his contractual obligations without reservations.

I. Execution

1. Scope of performance

- a) The order with all its components is decisive for content, type and extent of the performances.
- b) Included in the scope of performance are all parts and works necessary to ensure the full functionality of the ordered system or machine, even if they are not listed in the specification.
- c) All services have to correspond to the state of the art and be suitable for the use intended by the Principal. The Contractor shall inform the Principal of all technical innovations of which the Contractor becomes aware during the execution of the order without delay.
Only impeccable materials suitable for the intended use may be used. Relevant statutory provisions and regulations of authorities and trade associations (e.g. environmental protection and accident prevention regulations, safety regulations, DIN standards, VDE regulations) as well as orders, requirements and conditions based thereon and the relevant plant standards of the Principal shall be complied with. If the above conditions are not complied with, this shall be deemed a defect.
- d) Changes or corrections to the scope of services or the type of execution by the Principal, particularly those requested for reasons of technical progress, are included in the price insofar as the effects on the price are only minor, which is to be assumed in the case of a maximum deviation of 5% of the agreed price.
- e) The Principal is entitled to monitor the performance of the services in accordance with the Agreement and to reject the services, also in the Contractor's production sites, if they are not in accordance with the Agreement and to demand that the work be carried out in a technically perfect manner and in accordance with the provisions of the Agreement. The Principal can demand factory acceptances which, however, are not acceptances within the meaning of Section III.

2. Correspondence

- a) Any correspondence as well as all technical documentation has to be generated in German.
- b) In addition to the order reference and order number, the plant designation shall also be indicated in plain text on all documents.

3. Delivery and storage

- a) All shipments shall be made "delivered duty paid" DDP delivery address in accordance with the

applicable Incoterms. If customary in the trade or agreed, the delivery shall be packed by the Contractor. Wagon deliveries received for the Contractor shall be transported from the handover track of the Federal Railway by works locomotives of the customer - if available - free of charge and at the risk of the Contractor to the delivery address.

- b) The Contractor has to unload the wagons properly and on time at his own expense and risk. The Principal does not guarantee that the connecting rails can be used in due time and without interruption; however, he shall endeavour to consider any necessary arrangements made by the Contractor.
- c) Dispatch notices have to be submitted in triplicate immediately upon dispatch of the consignments. These have to contain: Dispatch address and destination, name of object, subject, order date, order, drawing and item number, quantity and weight. The object for dispatch has to be labelled accordingly. The Contractor is responsible for any costs resulting from the non-compliance with this regulation.
- d) Hazardous materials must also be labelled with details of all components relevant to safety during handling, operation and transport in accordance with the Ordinance on Hazardous Substances.
- e) General and express cargo as well as postal consignments may only be addressed to the Contractor's DDP delivery address according to the respectively valid Incoterm.
- f) Wagon demurrage charges and other costs incurred as a result of a delay in unloading shall be borne by the Contractor, unless they are the fault of the Principal. If the connecting rails are not available to the Contractor as scheduled and if compliance with the delivery deadline is jeopardised as a result, the Contractor shall inform the Principal of this immediately with subsequent written confirmation. Agreements shall then be made on any necessary reasonable extension of the deadline.
- g) Interim storage shall be free of charge for the Principal; if the Principal is responsible for the interim storage, this shall only apply to interim storage of up to three months.
- h) Within the Principal's production halls, construction and assembly sites may only be approached by vehicles (cars, lorries and heavy goods vehicles) for the delivery and removal of materials. Parking of such vehicles inside production halls is not permitted.

II. Conduct at the construction site

1. Usage of plant roads and crossing rail lines

- a) The plant premises may only be used along the designated routes. The statutory provisions for public road traffic apply accordingly. Special regulations of the Principal for traffic have to be observed.
- b) Rails may only be crossed by road vehicles in the area of paved roads. Track traffic always has the right of way. If it is necessary to cross tracks outside of paved routes, the railway company must be informed in advance via the Principal's local construction management. Stopping on tracks or in the track area is strictly prohibited. A forced stop - e.g. due to technical faults - requires the driver of the road vehicle to secure the track in both directions. The

neighbouring rail way control centres or switch posts must be informed immediately.

- c) A safety instruction is handed out to all fitters and drivers by our occupational safety department.

2. Establishing, maintaining and clearing of the installation site

- a) The Contractor shall inform the Principal in writing of the name of the responsible installation manager 4 weeks before the start of the installation. A change of the installation manager requires the prior written consent of the Principal. The Principal may only refuse consent for compelling reasons.
- b) The installation site layout shall be subject to the express approval of the Principal; it shall be specified in an installation site layout plan.
- c) When setting up, maintaining and clearing the installation site it, in particular also in consideration of the necessary safety measures, the Contractor shall take all precautions not to obstruct operations and other work to be carried out in this operating area as well as third parties. If obstructions are unavoidable, the Contractor shall inform the Principal without delay and the Parties shall reach additional agreements on this.
- d) Before commencing installation work, the Contractor shall check the installation site for correctness with all foundations, connections etc. that are important to him.
- d) The Contractor is obliged to use only suitable workers for installation work at the Principal's works. Proof of suitability shall be provided at the request of the Principal. In the case of work for which a statutory certificate of competence is required, the relevant certificates shall be submitted to the Principal without prompting. Unsuitable workers shall be replaced by suitable workers without delay at the request of the Principal. If there are doubts about the personal reliability of the employed workers or if there are breaches of discipline, which make continued employment on the plant premises appear unreasonable for the Principal, the Principal may prohibit these workers from entering the works premises.
- f) The installation site maintained by the Contractor has to be kept tidy. In particular the ongoing disposal of any incurred waste and scrap amounts has to be ensured. In the event of complaints, the Principal shall clear the installation site at the Contractor's expense after a prior written warning has been issued to no avail.
- g) The Principal has to provide sufficient lighting on the installation site.
- h) The Principal shall not supply a plant phone connection at the installation site.
- i) Work, recreation, accommodation, storage rooms and the like may only be set up and heated with the consent and in accordance with the instructions of the Principal. They have to be identified with company signage. The Contractor shall implement this, if required for the operation. The initiator is responsible for the implementation costs.
- j) Installing trailers, mobile homes and sleeping containers on the works premises is prohibited.
- k) Changing rooms, lounges, washrooms and showers as well as toilets of the Principal may not be entered or used by the Contractor, its employees and other agents without the Principal's special consent. The Contractor shall itself provide for such facilities, including the disposal of waste water and faeces.

- l) Where necessary, the Contractor shall provide security guards.

3. Scaffolding, equipment etc.

- a) The Principal shall not provide scaffolding, equipment, timber etc.
- b) Only working and protective scaffolds in accordance with the DIN standards valid at the time of the construction project are permitted. In the case of scaffolding of other designs, proof of suitability for the intended use, e.g. general building authority approval or static calculation, must be provided.
- c) The Contractor shall permit third parties to shared the use of the scaffolding provided by him or the Principal, insofar as this does not impede the proper execution of the work assigned to him and its timely completion.
- d) Scaffolding may only be removed by the Contractor with the consent of the Principal.
- e) The use of equipment, scaffolding, preparation and lifting gear etc. belonging to the Principal or third parties is only permitted with their respective permission. Use shall be at the Contractor's own responsibility and risk; the Contractor shall be liable for any damage to or loss of items belonging to the Principal or third parties as a result of such use.

4. Drawings, calculations and other technical documentation

- a) Immediately after receipt of the order and prior to the commencement of the factory work, the Contractor shall submit two sets each of the calculations, execution and construction drawings, anchoring and foundation plans and other technical documents required for the execution of the Principal's order to the Principal for review.
- b) As a rule, the Principal requires 3 weeks to review these documents. This review period does not extend the agreed delivery time.
- c) The Contractor may not start with the factory work until the Principal has released these documents for execution. The release of the submitted documents for execution by the Principal does not limit the Contractor's responsibility for the execution of the order in accordance with the Agreement. This also applies for suggestions and alteration requests by the Principal.
- d) All technical documents which must be made available to the Principal by the Contractor for the involvement of third parties so that the overall system can be completed on time, such as anchoring and foundation plans, motor lists, hydraulic plans, lists of additional parts, etc., must be handed over to the Principal in good time so that the Principal has sufficient time to properly enquire about, order and carry out the necessary services. Damage and costs, e.g. any necessary storage for delayed manufacture, assembly or commissioning, which arise due to delayed delivery of such documents, shall be borne by the Contractor.
- e) The final drawings, parts lists, calculations and other technical documents shall be handed over to the Principal in full and in digital form. If this is not possible, e.g. in the case of company printed documents, the documents shall be provided in quadruplicate. They shall become the property of the Principal. The provisions of copyright law remain unaffected.
- f) The Principal is entitled to pass on the aforementioned documents to third parties to whom it delivers the delivery item.

- g) Documents to obtain permits from authorities and associations shall be handed over to the Principal free of charge.
- h) Drawings and other documents made available to the Contractor remain the property of the Principal.

5. Power, water etc.

- a) If the Contractor requires electrical energy for the deliveries / services ordered by the Principal on the Principal's premises, this may only be taken from the facilities assigned by the Principal as, from 01.01.2021, the Principal is obliged to carry out an accrual in accordance with the law on measurement and calibration (Guideline on measurement and estimation for EEG apportionment obligations). For the extraction of electrical energy, it is mandatory for the Contractor to participate in an on-site instruction. Otherwise, the extraction of electrical energy is prohibited.
- b) Connection points for the provided power shall be determined by the Principal. Supply lines to the points of consumption shall be established and maintained by the Contractor. The Contractor shall provide the necessary construction power distributors; they must be equipped with fault current protection in accordance with VDE 0100. Without this protection, the connection shall not be approved.
- c) The Contractor shall inform himself about the technical conditions of the connections. Only the connection devices intended for this purpose may be used for the extraction. No changes may be made to the connections. Usage by the Contractor is at his own risk. The Principal shall not be liable for failures and defects.

6. Monitoring the installation site

The Contractor is responsible for the monitoring of the installation site incl. facilities, material, equipment and items of the workers. The Principal is not liable for damages due to theft, fire etc.

7. Entry and exit control

Prior to commencement of the work, the Contractor shall submit a list of names of all employees and workers employed at the installation site, stating their date and place of birth, their place of residence and vehicle registration number, so that identification cards can be issued by the Principal's works supervisor. Any changes must be reported in good time. These identity cards are to be returned in full after completion of the work; the Contractor is responsible for the timely collection of the identity cards. All workers employed by the Contractor on the works premises must pass through the entry and exit control and comply with the control regulations in force at the Principal.

8. Plant supervision

All employees have to be made aware that they have to comply with any orders issued for their own protection and for the protection of the plant facilities, as well as with any instructions issued by the plant supervisor.

9. Prohibition of alcohol, tobacco and drugs

- a) It is prohibited to bring alcoholic beverages and drugs (particularly narcotics) onto the factory premises or to consume them on the factory premises.
- b) Smoking is only permitted within the specially marked area.

10. Equipment list

Prior to delivery of equipment, tools, machines and the like, the Contractor shall submit a list to the Principal and hand over a copy thereof to the Principal's plant security. Small tools may be listed together in tool containers. All such items shall be clearly marked as Contractor's items. Only the items listed in these lists shall be released for removal.

11. Security and work safety regulations

- a) The Contractor shall inform himself of and strictly observe and comply with the respectively applicable regulations of the supervisory authority as well as all accident prevention regulations of the competent professional associations. In the case of works which require special safety measures, the Contractor shall continuously ensure that the necessary safety measures are implemented and maintained for the duration of the work.
- b) The Contractor shall draw the attention of his workers and his agents to the special hazards of the works operation, in particular the railway operation.
- c) The Contractor's employees are prohibited from leaving the assigned work area and from entering other establishments without justified cause.
- d) The Contractor shall contact the Principal's Health and Safety Department prior to commencing work on the plant premises. Relevant accident prevention regulations can be inspected at this department and in the plants.
- e) The prescribed body protection items (safety helmet, safety shoes, etc.) have to be used.
- f) Gas, compressed air, steam and the like, if provided by the Principal, may only be tapped at the designated points which are approved by the Principal and by means of the connection devices provided for this purpose.
- g) Works using fire of any kind (welding, cutting, soldering, heating, etc.) may only be carried out after prior information and written permission from the plant's fire brigade and, if there is no such fire brigade, from the department otherwise responsible for fire protection.
- h) For all work in plants where cranes, hoists and other transport equipment are installed, the Contractor shall assign a liaison person, who shall communicate with the machinists, crane operators, shunters, etc., insofar as this is necessary to avoid possible mutual danger. The liaison officer shall be named to the Principal in writing.
- i) The Principal's safety specialists shall be available to the Contractor for advice on all occupational safety issues during the performance of the work on the plant premises.
- j) Accidents have to be reported to the Principal without undue delay.

12. Conduct at the installation site

When carrying out the work, the Contractor shall adapt to the operating conditions of the Principal. Other work to be carried out by the Principal or by external companies on the installation site must be considered.

13. Provision of material

- a) The material provided by the Principal remains the Principal's property and may only be used for his purposes.

- b) The material must be requested from the Principal in writing and in good time, stating the exact delivery time. The Contractor shall bear all risks of deterioration, reduction and loss etc. from the time of takeover, which has to take place immediately.
- c) The transport of materials from the Principal's magazines or warehouses to the place of use as well as the loading and unloading are the responsibility of the Contractor.
- d) In as far as the material provided is included in the total order, the total sum shall be reduced by the values of the material provided on which the order is based, plus the overheads, surcharges and VAT incurred thereon. If the material provided is not included in the total order sum, the invoice shall be issued against proof of the quantities actually required. Additional quantities required in excess of this shall be remunerated by the Contractor in accordance with sentence 1.
- e) Residual quantities of the material provided, including scrap, are to be returned by the Contractor; they are to be taken to the place on the works premises specified by the Principal free of charge and without delay.
- f) At the request of the Principal, the Contractor shall provide evidence of the consumption of all materials provided with the final invoice.
- g) If the Contractor has concerns about the quality of the substances, materials or components supplied by the Principal, he shall inform the Principal of these in writing prior to using them, if possible.

14. Instructing the Principal's personnel

The Contractor undertakes to instruct the Principal's personnel to be named by the Principal during assembly and commissioning in an appropriate manner about the mode of operation, operation and maintenance of the delivery item. Operating instructions shall be handed out.

15. Environmentally hazardous substances

- a) When carrying out work, the Contractor is subject to a special duty of care with regard to environmentally hazardous substances. If pollutants are suspected or found in connection with the performance of the work, the Principal shall be informed immediately; he shall be given the opportunity to investigate and take suitable measures.
- b) If the Contractor's services also include the removal of the materials produced, it shall observe and comply with the statutory provisions, in particular those of the Economy Cycle and Waste Management Act. Unless otherwise agreed in writing, the costs incurred in connection with compliance with these regulations and the removal shall be included in the agreed remuneration for services.

16. Photographing is prohibited

Taking photos of the installation site are only admissible with the written consent of the Principal.

III. Approval

- 1. Insofar as the Parties have agreed on acceptance, the Principal shall accept the performance as soon as this is requested by the Contractor after completion. The time, type and place of acceptance shall be agreed separately.
- 2. Acceptance may be refused on account of material defects until they have been remedied.

- 3. A record of the acceptance shall be drawn up and signed by the Principal and the Contractor.
- 4. The risk of demise or deterioration is only transferred to the Principal upon overall acceptance, regardless of partial approvals.
- 5. The Principal can use the system for the production from the time of initiation. This does not constitute approval.

IV. Quantities, weights

- 1. The Principal reserves the right to acknowledge excess or short quantities.
- 2. If the agreed quantities and weights are undercut by more than 3%, the invoice amount for the undercut shall be reduced by the full average price per unit of weight or quantity. Additional weights and quantities shall not be remunerated.
- 3. The incoming weights determined by the Principal on its factory scales shall be decisive. If it is not possible to weigh the goods at the Principal's premises, the weights determined by the railway authorities or, in the case of delivery by lorry, by a public weighbridge shall apply. If weighing is not possible due to the type of delivery item, the Contractor shall provide evidence of the construction weight.

V. Binding principles

Regardless of countries and borders, the following principles are applied:

- 1. Human rights: The Contractor will support, respect and ensure the protection of international human rights within his sphere of influence so that he is not complicit in human rights violations. In this context, the Contractor is particularly obligated to comply with any legal regulations of the Federal Republic of Germany as well as the European Union for the protection of human rights in the supply chain (e.g. Supply Chain Due Diligence Act - LkSG).
- 2. Labour standards: To the extent of its ability, the Contractor shall promote the elimination of all forms of forced labour, the abolition of child labour and freedom from discrimination in respect of employment and occupation.
- 3. Anti-corruption: The Contractor is obligated to comply with all applicable anti-corruption laws and regulations and not to commit any prohibited acts. Prohibited acts include, but are not limited to, promising, offering and/or granting, or soliciting or accepting an improper advantage or benefit to illegally influence actions.
- 4. Environmental protection: The Contractor shall support a precautionary approach in dealing with environmental problems and take initiatives to generate a greater sense of responsibility for the environment and promote the development and dissemination of environmentally friendly technologies. In this context, the Contractor is in particular obliged to comply with any legal regulations of the Federal Republic of Germany as well as of the European Union for the protection of the environment in the supply chain (e.g. Supply Chain Duty to Care Act - LkSG).
- 5. Energy efficiency: The Contractor shall take energy assessments into account at all times when procuring and modifying energy-consuming equipment and components.
- 6. Code of Conduct: The Contractor recognises the principles of conduct laid down in the Code of Conduct of the GMH Group as binding. The current

version of the GMH Group Code of Conduct is published on the Internet at <https://www.gmh-gruppe.de/de-de/gruppe/verantwortung/compliance>.

7. Right of inspection: If there are indications of a not insignificant breach of the obligations set out in this Section V, in particular breaches of anti-corruption laws or regulations or of the GMH Group Code of Conduct, the Principal shall be entitled to request information from the Contractor in writing regarding compliance with the aforementioned regulations and of any breaches by the Contractor, its bodies, employees or other persons deployed within the framework of the contractual relationship and, in the event of serious or repeated violations, to terminate the Agreement without notice for exceptional reasons, unless the violation is remedied by the Contractor within a reasonable period of time. In each case, the request for information must be made in writing and in compliance with the interests of the Contractor worthy of protection, in particular its trade and business secrets, as well as in compliance with the rights of the employees, in particular data protection.

VI. Place of fulfilment, place of jurisdiction, applicable law

1. Place of fulfilment for all services is the place of receipt specified by the Principal.
2. The competent courts at the Principal's registered business address are responsible for all disputes from or in connection with this Agreement. Notwithstanding this agreement pertaining to the place of jurisdiction, the Principal may also sue the Contractor before any other court which has jurisdiction under applicable law.

The law of the Federal Republic of Germany applies exclusively to all legal relationships between the Principal and the Contractor within the scope of these Conditions and any resulting disputes, to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).