

General Service Terms and Conditions of the company Axmann Fördersysteme GmbH, Baumeisterallee 24 - 26, D - 04442 Zwenkau

The company Axmann Fördersysteme GmbH is referred to as "AXMANN" in these General Business Terms and Conditions

§ 1 General information

(1) These "General Service Terms and Conditions" shall apply to all services, which AXMANN carries out on objects and equipment, and where no success under a contract for work and services is owed by AXMANN.

(2) Dates stated in order confirmations are, insofar as not marked otherwise in writing, to be understood as indications for a possible scope of the work. The precise time of commencement of the work is to be coordinated separately in a binding manner.

(3) Supplementations and amendments to the reached agreements including these Service Terms and Conditions shall at least require a text form in order to be valid. With the exception of managing directors or the technical manager, AXMANN's employees are not entitled to reach agreements deviating from these.

§ 2 Scope of work

(1) The activity of the personnel of AXMANN shall cover pure work services.

(2) Should it be determined at the start of the work that a substantially more extensive service become necessary than assumed and planned, this shall also be deemed as approved by the Customer if it is informed about the more extensive service with regard to the scope and costs in writing or in a text form by AXMANN and the Customer does not object hereto within a deadline of 3 workdays. This fiction shall only apply if the Customer is instructed in the information at the same time about the consequences of a missing or late objection.

(3) The personnel assigned by AXMANN is not entitled to carry out services on objects, which were not delivered by AXMANN without the prior consent of AXMANN, not even if they are an essential part of the entire plant. Such a consent shall require at least the text form and is only effective if it is declared by the managing director or the technical manager.

§ 3 Selection of the personnel

AXMANN undertakes to ensure a careful selection and a proper instruction of the personnel. The number and compilation of the personnel who are to be assigned in an individual case is exclusively the responsibility of AXMANN.

§ 4 Obligations of the Customer

(1) The Customer undertakes to support AXMANN with the preparation and execution of the agreed services and to organise and carry out all measures for which AXMANN is not responsible, insofar as they relate to the contractually owed work, cost-neutral for AXMANN. The Customer will in particular take over – insofar as necessary – the following services before the start of the work:

- a.) All preliminary work required for the work, such as earthwork, bricklaying, electrical work, locksmith and foundation work.
- b.) The provision of the necessary equipment and heavy tools such as cranes, hoists, compressors, etc.
- c.) The provision of the necessary commodities and materials such as straightening timber, underlays, sealing material, lubricants, water, compressed air, oxygen, electricity.
- d.) The provision of suitable assistants, who also have to be subjected to the right of the assembly manager of AXMANN to issue instructions; AXMANN is entitled to reject assistants who appear unsuitable for this, whereby the reasons for the rejection must be subsequently transmitted to the Customer in writing or in a text form.
- e.) The provision of dry and lockable rooms for the storage of the tools of the personnel of AXMANN as well as suitable theft-proof recreation rooms and work rooms with heating and lighting, washing facility, sanitary facilities and the possibility of first aid for the personnel of AXMANN.
- f.) The transport of necessary parts to the workplace, the protection of the parts and materials against harmful influences of all kinds and the cleaning of the parts.
- g.) The provision of the materials and undertaking of all other acts, which are necessary in order to carry out the agreed work.

(2) The Customer shall assume the responsibility for the compliance with the applicable accident prevention regulations, it has to take the necessary measures at the workplace.

It furthermore undertakes to notify the assembly manager of AXMANN of impending safety regulations, insofar as these relate to the personnel of AXMANN, before commencement of the work.

(3) Breaches of the personnel of AXMANN of safety regulations are to be reported to AXMANN by the Customer without delay.

(4) All measures described above are, insofar as they are necessary for the respective work, to be organised and carried out by the Customer in time and to be maintained so that the personnel of AXMANN can begin with the contractually owed work immediately after arrival at the Customer and can finish this without interruption.

§ 5 Obligation for notification

(1) The Customer has to notify AXMANN in writing without delay of any misgivings against the method of execution of the work as envisaged by AXMANN or possibly determined discrepancies with the examination of the graphical documents of AXMANN, by stating the reasons.

(2) The Customer also has to inform AXMANN without delay if the Customer is of the opinion that the preliminary work organised and carried out by it, in particular the services from § 4, are insufficient or unsuitable for being able to carry out the contractually owed work successfully.

§ 6 Working hours

(1) As the duration of the work essentially depends on the local conditions, all details regarding its duration are only approximate and are non-binding, unless binding dates are fixed in the contract and are explicitly marked as such.

(2) The weekly working times of the personnel of AXMANN as stipulated in the collective agreement, are currently 40 hours, which are to be performed from Monday to Friday in a time frame between 6:00am to 6:00pm with 8 hours each.

(3) The personnel of AXMANN are not obligated to perform overtime or to work on work-free Saturdays or Sundays and public holidays. Nevertheless, he is to be given the opportunity after coordination with and approval by AXMANN to work beyond the normal working hours if this appears necessary to settle the work that is to be carried out. In this case, the Customer is obliged to take all measures, which are necessary to extend the working hours and to procure all official permits, which may be necessary for this purpose.

(4) Insofar as the personnel of AXMANN cannot begin with the contractually owed services without delay after arrival or the work must be interrupted for a period of time that is expected to last longer than 4 working hours, AXMANN is entitled to recall the personnel and to coordinate a new commencement of work, unless the delay or interruption to the services or work is due to the sole fault of AXMANN.

§ 7 Settlement rates for work

The work will, insofar as it concerns wage costs, be charged according to required time, whereby the rates are to be paid by the Customer for the working hours, the travelling time as well as for the preparatory time and possible waiting times, which can be derived from the respective **price sheet** of AXMANN that is valid upon conclusion of the contract, insofar as not otherwise agreed in this respect in the contract.

§ 8 Allowance rate / accommodation costs

(1) The Customer moreover, insofar as the corresponding prerequisites exist for this purpose, has to pay an allowance rate for the personnel assigned by AXMANN, which comprises the remuneration for meals and the payment of personal expenses (pocket money) and, which with regard to the amount can be derived from the respective **price sheet** of AXMANN that is valid upon conclusion of the contract, insofar as not otherwise agreed in this respect in the contract. The allowance rate is also to be paid for Sundays and public holidays, on which no work is performed, if these lie within the total working hours.

(2) In addition, the Customer is obliged to bear the costs for the overnight accommodation of the personnel assigned by AXMANN. These will be invoiced according to the submitted bills or – at the choice of AXMANN – in the form of an accommodation flat rate, the amount of which can be derived from the respective **price sheet** of AXMANN that is valid upon conclusion of the contract, insofar as not otherwise agreed in this respect in the contract.

§ 9 Transport and travelling costs

(1) Transport and travelling costs incurred in order to fulfil the contractually owed services as well as all thus associated secondary costs are to be borne by the Customer and will be charged as follows by stating the individual items of AXMANN, insofar as not otherwise agreed in this respect in writing:

- a) Travel with the Bundesbahn railway travelling costs of the 2nd class for each employee.
- b) Instead of the travel by rail, at the choice of AXMANN, a transport vehicle can be used, for which the amounts will be charged for each driven kilometre from the plant, residence of the employee or location of the employee to the place of work and return per kilometre of the route driven, which are derived from the respective **price sheet** of AXMANN that is valid upon conclusion of the contract, insofar as not otherwise agreed in this respect in the contract.

(2) The travelling costs for the additional weekend or family trip home of the employees of AXMANN, as laid down in the collective agreement or by law, shall additionally be borne by the Customer. Travelling and transport costs, which are caused by interruptions to the assembly and repair work, for which AXMANN is not responsible, will also additionally be borne by the Customer.

§ 10 Labour costs – invoice

(1) Included in the work services is the provision of the necessary hand tools, not however the otherwise necessary material for the provision of the contractually owed services.

(2) AXMANN is entitled to increase the labour costs by a reasonable extent if the wages, allowance rate or other costs stipulated by collective agreement increase and this increase was not foreseeable upon conclusion of the contract war. Transport and travelling costs, allowance rate, accommodation costs and assembly and transport costs for the delivery of the material will be charged separately.

(3) The stated prices are all deemed without value added tax. The value added tax is to be paid separately by the Customer, insofar as not otherwise agreed in this respect in the contract.

(4) The risk for damages or the loss of tools, which appear necessary for the execution of the work during the transport to the or during the storage at the place of work, will be borne by the Customer, unless the damage or the loss is primarily the responsibility of AXMANN.

(5) AXMANN is entitled, with work that lasts for longer than one week, to settle the labour costs weekly. In addition, AXMANN is entitled to request the expected total labour costs in full or in part in advance, if the Customer is in default of payment; until the compensation of the respective invoice amounts AXMANN is entitled to rights of retention to the contractually owed services that have not been provided yet.

§ 11 Proof of hours and work

(1) Each employee of AXMANN shall receive two certificates, which shall show the working hours, travelling time, waiting time which is not his fault, preparation and processing time and that are to be completed by the employee. The Customer will receive one form for control; the second form must be signed by the Customer and handed over to the employee.

(2) If such a certificate is not signed by the Customer AXMANN may, within the scope of the settlement towards the Customer, presume that the service times show in the certificate by the employee of AXMANN were rendered as correct and in full if, and insofar as the Customer

does not object to the certificate in writing or in a text form towards AXMANN within a deadline of 7 workdays from submission of the certificate to the Customer by stating reasons.

(3) The Customer has the obligation to control the work of the personnel of AXMANN and to announce possible complaints to AXMANN still before completion of the work.

§ 12 Completion, inspection obligation, poor performance

(1) AXMANN will inform the Customer without delay after provision of the services owed by AXMANN as per contract about the completion of such services (notification of completion). This notification of completion can be carried out in a written or in a text form.

(2) With the receipt of the notification of completion the Customer is obliged to inspect the results based upon the work services of the personnel assigned by AXMANN carefully without delay and to send possible complaints to AXMANN in writing or in a text form (report of defects). If AXMANN does not receive a report of defects no later than 7 days after notification of completion the work results provided by AXMANN shall be deemed as complaint- and fault-free with regard to obvious complaints or other defects, which would have been recognisable with a careful inspection without delay. This shall only apply if the Customer is notified of this circumstance and its claims in the notification of completion.

(3) AXMANN is not obliged to inspect a plant, on which or for which the contractually owed work services are provided, for defects, which could impair or revoke its functionality. This shall not apply to the parts of a plant or equipment, which were previously mounted or were already repaired by AXMANN.

(4) AXMANN shall only be liable for the proper selection of the personnel who are made available and assigned. If work services provided by the personnel of AXMANN are of no interest for the Customer as a result of a poor performance, for which AXMANN is responsible, AXMANN is initially entitled and obliged to perform rework at a choice that is to be made by AXMANN within a reasonable period of time. In the event of a failure, i.e. the impossibility, unreasonableness, refusal or inappropriate delay in the rework, the Customer can rescind the contract or reduce the remuneration by a reasonable extent.

(5) If such a poor performance is due to the fault of AXMANN, the Customer can request damages under the prerequisites determined in § 13.

§ 13 Liability for damages owing to fault

(1) The liability of AXMANN for damages, no matter for what legal grounds, in particular due to impossibility, default, defective or incorrect services, breach of contract, breach of obligations during contractual negotiations and illicit act is, insofar as it hereby respectively depends on a fault, limited according to this § 13.

(2) AXMANN shall be liable without limitation to the amount of damages for damages, caused by negligence or wilful intent, by AXMANN or the legal representatives or vicarious agents, from the injury to life, body or the health.

(3) For other damages AXMANN will be liable without limitation to the amount of damages also for damages caused by AXMANN or the legal representatives or vicarious agents due to gross negligence or wilful intent.

(4) AXMANN shall only be liable for damages caused by AXMANN or the legal representatives or vicarious agents due to slight negligence or other damages if essential obligations of the contract are affected. A contractual obligation is deemed essential, the fulfilment of which enables the proper execution of the contract at all and on the compliance with which the Customer may, as a rule, rely. Accordingly deemed as essential for the contract is the obligation for the timely provision of sufficiently qualified personnel, which are sufficient in order to fulfil the contract as well as consultancy, protection and safekeeping obligations, which should enable the Customer the use as per contract of the services of the personnel of AXMANN or which aim at the protection of life or limb of the Customer's personnel or the protection of its property against substantial damages.

(5) In the cases of breaches of essential contractual obligations, the liability is limited with respect to the amount to that scope of damages, with the occurrence of which AXMANN typically had to expect upon conclusion of the contract owing to circumstances known to AXMANN at this time. In the event of liability in this case the compensation obligation of AXMANN for material damages and thus resulting further financial losses is however limited to an amount of EUR 250,000.00 per damaging event. AXMANN shall not be liable in the aforementioned cases for indirect damages, consequential damages due to defects or missed profit.

(6) Incidentally, the liability of AXMANN for simple negligence is excluded.

(7) A possible liability of AXMANN according to the German Product Liability Act shall remain unaffected. The aforementioned liability limitation shall furthermore not apply if the Customer asserts claims for damages owing to the absence of a warranted property or missing guaranteed characteristics.

(8) Insofar as AXMANN provides technical information or works in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by AXMANN, this shall take place free of charge and under the exclusion of all liability.

§ 14 Final provisions

(1) If the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany then the place of jurisdiction for all possible disputes from the business relationship between AXMANN and the Customer, at the choice of AXMANN, is Leipzig or the registered seat of the Customer. For legal actions against AXMANN in these cases, however, Leipzig is the exclusive place of jurisdiction. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected by this regulation.

(2) The relationships between AXMANN and the Customer are exclusively subject to the law of the Federal Republic of Germany. The Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Insofar as the contract or these General Service Terms and Conditions feature loopholes in the regulations, those legally valid regulations shall be deemed as agreed to fill these loopholes, which the contractual partners would have agreed according to the commercial objectives of the contract and the purpose of these General Service Terms and Conditions, if they had been aware of the loophole in the regulations.