

INSTALLATION AND SERVICE CONDITIONS / CORR24

of Corr24 GmbH

(Version 2; 1st of October 2020)

1. Scope of Application

These INSTALLATION AND SERVICE CONDITIONS / CORR24 shall be applicable in addition to the SERVICE AND SPARE PARTS TERMS AND CONDITIONS / CORR24, for all installation, service and maintenance work carried out by Corr24 technical staff at the Customer's site. The valid SERVICE AND SPARE PARTS TERMS AND CONDITIONS / CORR24, are hereby made an integral part of these Installation and Service Terms and Conditions. In the event of a contradiction between these Installation and Service Conditions and the Service and Spare Parts Conditions of Corr24, the provisions of these INSTALLATION AND SERVICE CONDITIONS / CORR24 shall prevail.

2. Duties of the Customer on site

The Customer shall, at his own expense, provide the following technical assistance:

- 2.1 Installation: A detailed description of the installation schedule will be determined in the Corr24 assembly schedule which is part of this contract. The regular working hours are Monday to Saturday 8 hours, but a total maximum of 40 hours per week.
- 2.2 Allocate the qualified technical staff required for the period of installation or maintenance work such as, but not limited to, crane drivers, forklift truck drivers, bricklayers, locksmiths, electricians, etc. as well as additional helpers. These workers shall be chosen in close consultation and agreement with Corr24, with Corr24 being entitled to refuse unsuitable staff and have them replaced by other workers. When asked to assist in Corr24's work, the customer's workers shall follow the technical instructions of Corr24 personnel. Corr24 shall be liable for any damage caused by the Customer's workers should Corr24 personnel have given them wrong instructions which caused the damage. In all other cases pursuant to this clause 2.2, sub-para 3, the Customer shall be liable in addition to his staff.
- 2.3 Unless the malfunction, or the need to update, itself is not part of the specific commissioning of Corr24, at the time of installation, the machine has to be in an impeccable technical condition. This means that full function of the machine according to the

original delivery is ensured. Any additional costs from increased time expenditure and/or parts procurement to remove such technical defects or additional costs for unforeseeable defects to the machine, the removal of which is necessary for impeccable operation, shall be at the Customer's expense and shall not be part of this offer.

- 2.4 The machine must be provided in cleaned condition at the time of installation. This shall particularly include control cabinets and all points where conversions are performed. Any additional costs from increased time expenditure caused by contaminated workplaces shall be at the Customer's expense. Extremely contaminated machines may endanger the planned start-up date.
- 2.5 Provide the required equipment and lifting devices such as stackers, cranes, as well as materials such as lubricants, cleaning and incidental materials and cutting device, compressed air and electricity.
- 2.6 Provide suitable recreation rooms, restrooms and work rooms for storing the personal luggage, tools and other equipment of Corr24 personnel. The Customer, at his own expense, shall provide replacement if any of the aforesaid objects are lost or damaged due to insufficient locking. Clause 7 of the Installation and Service Conditions is hereby referred to.
- 2.7 Provide all structural work, in particular laying the required foundations, which shall be ready for loading, before the start of installation.
- 2.8 The Customer shall ensure that all required measures for the safety of life and health of BHS personnel, e.g. safety of their workplace and compliance with all existing safety regulations shall be taken. In the case of installations abroad, the Customer, upon request of Corr24, shall take all safety measures for the protection of BHS personnel's workplace requested by Corr24.
- 2.9 If training courses are held at the Customer's premises, the Customer shall make available, at his own expense, classrooms, technical aids as well as any other operating capacities required for a plant operation training.
- 2.10 Should the Customer not comply with these obligations described in item 2, Corr24 shall be entitled, but not obligated, to perform

these activities, or have them performed at the Customer's expense or to discontinue its work until the Customer has fulfilled his duties. Such justified discontinuance shall establish a default in taking delivery on the part of the Customer.

- 2.11 If the Customer does not comply with his obligations set out under Article 2 above, Corr24 is entitled, but not obligated, to perform these activities, or have them performed by a third party, at the Customer's expense, or to stop the work until these obligations have been fulfilled. A legitimate stop of work will result in a delayed acceptance on the part of the Customer.
- 2.12 **Commissioning/Star-Up:**
If not agreed otherwise, a technical test for completion will be carried out on the first day after installation and documented by a start-up certificate.
- 2.13 Corr24 has taken out an insurance that also covers damage caused by Corr24 personnel.
- 2.14 The purchaser undertakes to insure the delivery items for an amount equivalent to the purchase price against fire, water and other conceivable risks, including operational risks, starting from unloading all the way to transfer of title whereby the insurance policy shall list Corr24 as the sole beneficiary up until the transfer of title. The Buyer shall, upon request by Corr24, submit the original of an insurance cover note as well as copies of the insurance policy.

3. Installation of Third Party Products

- 3.1 The Customer shall point out to Corr24 any third party products that were not delivered by Corr24 not later than when such third party products are being provided. Corr24 shall not be obliged to inspect or examine such third party products for defects or suitability. Corr24 liability in such cases shall be limited to its own performance. In particular, Corr24 shall not be liable in any way for any indirect or consequential damage except in cases of intent or gross negligence on the part of BHS personnel.
- 3.2 Should the Customer not inform Corr24 of the use of third party products as agreed upon in clause 3.1, Corr24 shall be entitled to estimate any additional expenses during installation resulting directly or indirectly from the use of such products in comparison to the use of spare parts delivered by or via Corr24 and to invoice this estimated expenditure at its list prices to the Customer. The Customer shall be free to prove that the additional expenditure estimated by Corr24 would also have been necessary, as a whole or in part, if spare

parts delivered by or via Corr24 had been used.

4. Bearing of Risks and Deadlines

In cases of force majeure within the meaning of the SERVICE AND SPARE PARTS TERMS AND CONDITIONS / CORR24 or discontinuance according to clause 2.10, the Customer, after the removal of the impediment, shall extend all contractual deadlines set for Corr24 to the extent required. Any additional expenses for Corr24 resulting from such a delay shall be borne by the Customer

5. Costs

Where applicable, Corr24 shall deliver objects pursuant to the specifications stated in the contract resp. order confirmation and their exhibits or attachments. Installation materials, for instance for the supply and discharge of water, wastewater, steam, glue, electricity, ventilation, noise protection, oil, etc. are not part of BHS Service's scope of delivery and shall be provided by the Customer. If Corr24 supplies these materials on the basis of a special agreement, it will invoice these materials separately.

6. Performance Records

- 6.1 Corr24 personnel shall submit performance records to the Customers or its representative as evidence of the work hours spent. When the Customer has signed these records, they shall be binding for both parts and be the basis for the invoicing of labor costs by Corr24.
- 6.2 Whenever acceptance procedures have been agreed upon, the Customer shall carry out and sign acceptance as soon as possible after he has been notified of the plant's readiness for acceptance. Otherwise, the Customer will inspect the installation work for completeness and faultlessness immediately after completion and notify Corr24 in writing of any defects detected.

7. Insurance

- 7.1 The Customer undertakes to insure, at his own expense, the delivery items of Corr24 and the installations tools of Corr24 against fire, water, theft and other conceivable risks at the place of delivery and installation including operational risks by taking out an insurance that covers the value of the delivery items and that of the tools in the amount of the purchase order and/or contract price whereby the insurance policy shall list Corr24 as the sole beneficiary up until the transfer of title. The Customer shall, upon request by Corr24, submit the original of an insurance cover



note as well as copies of the insurance policy. After the transfer of risk, Corr24, irrespective of who is at fault for a fire or theft damage incurred, shall not be liable except in cases of intent or gross negligence on the part of officers or employees of Corr24.

Hamburg, 1st of October 2020