

GENERAL CONTRACTUAL PROVISIONS FOR SERVICES

of Glaston Germany GmbH, Karl-Lenhardt-Str. 1-9,
75242 Neuhausen-Hamberg, Germany

1. Application

- 1.1. Unless any differing agreement has explicitly been made individually, the General Contractual Provisions for Services below (hereinafter "Service Terms") shall apply to all services including maintenance operations, conversions, or hot-line service (care-call) we render to you (the "Orderer"). This shall also apply if the Service Terms are not mentioned in later contracts. Where the Orderer uses own General Terms & Conditions, the contract shall materialise even in the absence of an explicit consensus about the inclusion of these Service Terms. To the extent that the contents of the different terms and conditions are consistent, these shall be deemed agreed. If our Service Terms contain regulations not contained in the Orderer's terms, these Service Terms shall apply. Our Service Terms shall apply even if we execute services without reservation despite being aware of terms conflicting with or differing from our Service Terms. We do not acknowledge terms conflicting with or differing from our Service Terms, unless we explicitly consented in writing to their application.
- 1.2. Unless otherwise expressly agreed, the following order of priority shall apply to agreements about performances within the scope of application of these Service Terms:
 - 1.2.1. individually concluded contract including its appendices;
 - 1.2.2. these Service Terms;
 - 1.2.3. General Business and Delivery Terms & Conditions of Glaston Germany GmbH.

2. Contract Conclusion

- 2.1. Our offers shall always be subject to change. Contract conclusions and other agreements shall become binding only by our written confirmation.
- 2.2. If the purchase order is to be qualified as a new offer under sect. 145 BGB (German Civil Code), we may accept this offer within three weeks.
- 2.3. As a general rule, we shall place first offers at no charge. Further offers and designs shall be executed free of charge only if the legally effective delivery contract materialises and remains legally effective.
- 2.4. To the extent that side agreements are made with or representations made by our employees go beyond the written contract, these shall become effective only with our written confirmation.

3. Orderer's Rights and Obligations

- 3.1. The Orderer has to notify us of known irregularities, damage to or defects in the service object, shall provide us with the technical documentation required and useful for the services and undertakes to procure any complementation we request of this technical documentation.
- 3.2. Our service staff may remotely access the service object for fault diagnosis and troubleshooting (hereinafter "Remote Maintenance"), may consult machine data and make settings on the service object when performing Remote Maintenance, with it not being possible for our service staff, however, to monitor the service object itself and its environment. If the Orderer avails of a Remote Maintenance service, the Orderer shall hence always be obliged to make the following arrangements:
 - 3.2.1. An employee designated by the Orderer must be on site at the service object throughout the duration of the Remote Maintenance and shall be obliged to constantly monitor the service object and its environment during the Remote Maintenance and to immediately actuate the emergency stop button on the service object if any danger arises to persons or objects.
 - 3.2.2. The employee assigned to that end must have been briefed on the operation of the service object. In particular, the employee must have taken cognisance of and understood the accompanying manual as well as the warnings and safety information on the service object.
 - 3.2.3. If electronic components (e.g. the control cabinet) of the service object have to be opened and/or processed by the Orderer during the Remote Maintenance, such activities must be performed only by qualified electrical engineering professionals (electrically skilled person).
 - 3.2.4. In case our service staff gets access to any personal data during the Remote Maintenance for which the Orderer is the controller in terms of the GDPR, the Orderer shall be obliged to conclude an order processing agreement with us under Art. 28 GDPR.
- 3.3. If the services are executed on site at the Orderer's, the Orderer shall provide our staff with an appropriate and safe work location and, if necessary, a specialist at no charge and shall warrant safe access to the service object. In addition,

the Orderer shall make available devices and aids required by us for the service (e.g. ladders, lift trucks, crane or the like) at no cost.

- 3.4. If the services are executed at our's, the Orderer shall arrange for the disassembly and assembly as well as the transports of the service object under our instructions.
- 3.5. Any required spare parts are to be procured by the Orderer in good time, i.e. must be available on site as of the date agreed for the service. Only spare parts delivered by us shall be used for our services.
- 3.6. The Orderer shall inform us in writing about regulations and standards to be observed in relation to the service object as well as about circumstances requiring particular consideration for the Orderer or third parties. In the absence of differing information by the Orderer, we may assume that the regulations and standards in relation to the service object are in line with those at our company's seat and no circumstances requiring particular consideration exist.
- 3.7. The Orderer shall inform us in writing with the purchase order at the latest about the disease and accident prevention regulations and standards to be observed, shall take reasonable occupational safety and health protection measures, shall provide adequate support in case of any accident or illness of our staff and shall document given safety instructions.
- 3.8. The Orderer shall be obliged to back up the data on the service object and to create backups according to the current state of the art. Unless we receive any differing written notification, we may assume that the data has been properly backed up and any loss of data can be ruled out. The Orderer shall be obliged to see to IT security according to the current state of the art at the network gateway to the service object (e.g. firewall).

4. Our Rights and Obligations

- 4.1. We undertake to have the services expertly executed by qualified staff and shall be entitled to have the service executed by third parties as subcontractors.
- 4.2. Before executing the services, we shall examine the service object (inspection) upon consultation with the Orderer to establish the material and work required. We shall execute established necessary performances beyond the agreed services after separate agreement with the Orderer.
- 4.3. We shall be entitled to carry out a hazard assessment and a security check before commencing the services and to decline or suspend services at any time if our staff's safety is not assured or the Orderer fails to perform own duties.
- 4.4. We shall draw up a service report about the executed services for the Orderer.
- 4.5. We shall be relieved from liability by our notifications to the Orderer or to persons deployed by the Orderer about the condition, readiness for use, safety or serviceability of the service object as well as notified dissenting opinions on instructions and scheduled measures of the Orderer to the extent that the Orderer acts contrary to a notified recommendation or deliberately takes notified risks.

5. Execution Period

- 5.1. Unless otherwise expressly agreed, all indications about execution periods shall be based on estimates and shall be non-binding.
- 5.2. Knowledge about the scope of the services shall be required for any agreement of a binding execution period.
- 5.3. A binding execution period shall be reasonably extended
 - 5.3.1. if the statements required for executing the services are not received by us in due time or retrospectively modified by the Orderer or
 - 5.3.2. if the Orderer fails to meet own obligations from the contract, in particular fails to perform at all or in due time the duties under clause 3 or own duties of payment under clause 6, or
 - 5.3.3. if impediments arise due to events we cannot avert despite taking the requisite care, whether these occur at our's, at the Orderer's or at a third party's, with such events being, for example, epidemics, wars, terrorist acts, sabotage, accidents, labour conflicts, belated or faulty supplies of necessary materials, measures by state bodies, embargoes, unforeseeable transport obstacles, fires, explosions and natural phenomena.
- 5.4. A binding execution period shall be complied with if performance components are lacking or reworking is necessary, but the intended operation is reenabled or not impaired.

6. Remuneration and Payment Terms

- 6.1. Unless otherwise agreed, the services shall be invoiced on a time and material basis at our current prices under our respective valid Service Policy. This shall also apply, in particular, to technical documentation, reports, evaluations of measurements and inspections to be elaborated in connection with the contract. Material expenditure shall also include the costs for the use of special tools and equipment as well as consumable material. Travel times, a reasonable preparation and postprocessing time shall be deemed to be working time. All costs, e.g. for freight, insurance, export, transit, import and other permits as well as authentications, shall be at the Orderer's expense. The Orderer shall also bear all taxes, dues, fees, customs and the like and the related administrative costs as well as secondment, visa and A1 registration costs charged in connection with the contract or its performance. To the extent that costs of this sort are charged to us or our auxiliary persons, the Orderer shall reimburse them after presentation of the receipts.

Surcharges for performances outside our regular working hours shall be invoiced at our current prices under our respective valid Service Policy.

- 6.2. All prices shall be subject to the respective applicable statutory VAT in euros. Our prices shall always be quoted without cash discount and other reductions. In the absence of a separate agreement, payment is to be effected freely to us without any deduction. Unless otherwise agreed, all invoices shall be payable 30 days after invoicing. In case of mutual trading operations, we shall be entitled to claim maturity interest under sect. 353 HGB (German Commercial Code).
- 6.3. Default interest is to be paid for default of payment, irrespective of the assertion of any further damage caused by default. In this case, we shall be entitled to claim default interest in the statutory amount (sect. 247, 288 BGB). We shall be entitled to demonstrate and assert a higher damage caused by default.
- 6.4. The Orderer shall sign the service report. If the Orderer causelessly fails to sign the service report at all or in due time, the records of our staff shall be used as billing basis.
- 6.5. Unless otherwise agreed, transports, disassembly, assembly, installation and the like shall be at the Orderer's expense and risk. We shall invoice travel, transport, accommodation and other costs to the Orderer according to expenditure.
- 6.6. We shall notify the Orderer of the inspection outcome before commencing the services and shall assume no warranty for indications about the amount of the costs to be expected. If the Orderer waives the execution of the services after the inspection, we shall invoice the inspection costs separately to the Orderer.
- 6.7. We may claim a down payment from the Orderer before executing the services. If the down payment is not rendered as per contract, we shall be entitled to abide by or to withdraw from the contract and to claim damages in both cases. We may change the payment method over to prepayment in individual cases.
- 6.8. The Orderer may set off claims only against claims that are uncontested or have been finally and non-appealably established. The assertion of any right of retention on account of claims that have not been acknowledged or finally and non-appealably established shall be excluded, unless these claims are based on the same contractual relationship.

7. Warranty

- 7.1. We shall warrant the expert execution of our services. Defects in the execution of the services are to be notified in writing promptly after their detection. Sect. 377 HGB shall be applicable mutatis mutandis.
- 7.2. Irrespective of the duty to give notice of defects, the Orderer has to take all measures available for damage mitigation in case of defects, be it to prevent the occurrence of any damage or to limit the amount of damage. The duty shall not exist, unless the expenditure required for the measures is reasonably proportionate to the damage mitigation achievable as a result.
- 7.3. After receipt of the notice of defect, we shall remedy the defect at our expense within a reasonable time limit. Costs the Orderer would have incurred even in the event of an execution free from defects, however, shall be borne by the Orderer. Subject to the regulations of these Service Terms, all remaining defect-related rights of the Orderer, in particular withdrawal from the contract, reduction or compensation for the consequential damage caused by defect, shall be excluded.
- 7.4. If we fail to execute the remedy of defects at all or in due time and are responsible for the reasons of such failure, the Orderer shall be entitled to personally execute or have third parties execute these after a reasonable grace period set in writing has expired.
- 7.5. In case of culpable poor performance or non-performance, the Orderer shall be entitled to withdraw only after having unsuccessfully threatened to withdraw whilst setting a reasonable time limit for cure.
- 7.6. We shall be liable for performances executed by the Orderer's staff only for wilful intent and gross negligence regarding instruction and monitoring. Clause 8 shall remain unaffected.
- 7.7. Our warranty and liability shall not include defects based on circumstances for which we are not responsible, e.g. natural tear, wear parts, improper use or maintenance by third parties, disregard of operating regulations, excessive stress, improper damage mitigation measures, inappropriate operating resources, chemical or electrolytical influences, maintenance, service, construction or assembly work not executed by us, delays caused by the Orderer, and if the Orderer fails to give us any opportunity to remedy the defect.
- 7.8. Warranty claims beyond those explicitly set out in this clause 7 shall be excluded.

8. Liability

- 8.1. We shall pay damages or reimburse futile expenses in all cases of contractual and non-contractual liability only in accordance with the following provisions:
 - 8.1.1. Damages shall be paid only for direct damage to the service object itself. Consequential damage caused by defects to objects outside the service object shall be exempt from liability. Compensation claims for loss of production or profit as well as for breakage of glass caused by downtime, faulty operation or malfunctioning of the machinery shall be excluded as well.

8.1.2. We shall be liable in full for wilful intent and gross negligence, but only in the amount of the foreseeable damage intended to be prevented by the breached duty or the guarantee where any nature is lacking for which we assumed a guarantee.

8.1.3. In other cases: only upon breach of a duty essential to the contract and up to a limit of EUR 1,000,000.00 per event of damage. The breach of a duty essential to the contract shall exist upon breach of a duty the fulfilment of which is fundamental for the proper execution of the contract in the first place or the breach of which jeopardises the achievement of the contract purpose and on compliance with which the Orderer may regularly rely.

8.2. The objection of contributory negligence shall be open to us. The limitations of liability under clause 8.1 shall apply to neither the liability for personal damage nor the liability under the German Product Liability Act.

8.3. A limitation period of one year shall apply to all claims against us for damages or reimbursement of futile expenses upon contractual and non-contractual liability. The limitation period shall commence with the date determined in sect. 199(1) BGB and shall materialise five years from accrual of the claim at the latest. These limitation regulations shall not apply to liability upon wilful intent, gross negligence, personal damage or under the German Product Liability Act.

8.4. To the extent that our liability is excluded or limited under these provisions, this shall also apply to the liability of our bodies and vicarious and performing agents, especially of our employees.

9. Indemnification

9.1. If persons are injured or objects of third parties damaged by acts or omissions by the Orderer or the Orderer's auxiliary persons and we are held liable on that account, the Orderer shall indemnify us from these claims.

10. Final Provisions

10.1. All modifications to the agreement and legally relevant declarations by the contract parties shall be subject to written form to become valid.

10.2. If the Orderer is a merchant, the exclusive place of jurisdiction shall be Karlsruhe, but we shall also be entitled to optionally sue at the Orderer's place of business.

10.3. German law shall apply to the exclusion of the German Private International Law and the UN Convention on the International Sale of Goods (CISG).

10.4. The ineffectiveness of individual provisions of these Service Terms shall not affect the legal effectiveness of the remaining provisions. Both parties undertake to replace the ineffective provisions by another appropriate regulation coming closest in economic terms to what the parties intended or would have intended if they had taken the ineffectiveness of the provisions into account. The same shall apply to any contract gaps.

10.5. In case of any discrepancies between the German and the English version of these Service Terms, the German version shall prevail.