



1. General - Scope

1.1. These General Terms and Conditions of Service apply to all services – i.e. assembly, repair, maintenance and repair work, conversions, commissioning, production support, workshops, telephone support, remote support, AR Teamviewer support and training as well as the performance of tests, which new HESTA offers to customers and performs according to the customer's order. It applies internationally.

1.2. The Contractor hereby objects to any general terms and conditions of the Client that conflict with the Contractor's General Terms and Conditions of Service.

2. Technical information, confidentiality

2.1. All technical documents such as drawings, descriptions, illustrations as well as any specifications of dimensions, properties or weights and information and illustrations in offers, brochures, advertisements and catalogues of the contractor are for information purposes only and are non-binding. Guarantees and warranties of the contractor shall be agreed exclusively in writing and designated as such.

2.2. The contractor reserves the property rights and copyrights to cost estimates, illustrations, drawings and other technical documents. They may not be made accessible to third parties and may only be used for the agreed purpose or the purpose specified by the contractor. This applies in particular to such written documents which are designated as "confidential" by the contractor. Before passing them on to third parties, the Client must obtain the Contractor's express written consent.

3. Duties of the Contractor

The Contractor undertakes to carry out the Services in a professional manner. It is entitled to have the services performed by third parties. In cases of such substitution, the term "Contractor" in these General Terms and Conditions of Service also refers to the service provider performing the Service through a third party.

4. Obligations of the principal

4.1. The Client shall do everything necessary to ensure that the Services can be commenced in good time and carried out without hindrance or interruption; in particular, the Client shall carry out all preparatory work necessary for the provision of the Services in a professional manner at its own expense and responsibility, if necessary in accordance with the documents supplied by the Contractor. The Contractor's Services shall not be performed until all preparatory work on the part of the Client has been fulfilled.

4.2. The Client shall draw the Contractor's attention specifically and in detail, at the latest with the order, to local, statutory or other regulations which the Contractor is obliged to observe in the performance of the services and for compliance with safety regulations and the prevention of illness and accidents.

The Client shall take the necessary accident prevention measures at its own expense.

4.3 The contractor is entitled to refuse or stop work if the safety and health of the service personnel is not guaranteed. In the event of accident or illness of the service personnel, the Client shall provide the necessary support.

4.4. The client shall store the material and tools procured for the provision of the services protected from all harmful influences. It shall be checked for completeness and damage by the Client in the presence of the service personnel before work commences. Any material or tools lost or damaged during storage shall be returned to the Client or repaired at the Client's expense.

4.5. The Client shall ensure that the transport routes to the place of performance of the services (service location) are in usable and workable condition and that access to the service location can be used

without hindrance.

4.6. The Client shall ensure the provision of heatable or air-conditioned, lockable recreation and changing rooms with adequate sanitary facilities for the service personnel at the service location. Furthermore, he shall provide lockable dry rooms for the storage of materials and tools. All these rooms shall be located in the vicinity of the service location.

4.7. The client shall provide customer-specific tools and means of transport free of charge.

4.8. If the Client does not fulfil his obligations, does not fulfil them in time or only partly, the Contractor shall be entitled to substitute performance (also by third parties) without issuing a reminder or setting a grace period. The costs arising from this shall be borne by the Client. The Client shall indemnify the Contractor against claims of third parties commissioned with the substitute performance.

4.9. If the service personnel are endangered or considerably hindered in the performance of their work for reasons for which they are not responsible, the contractor shall be entitled to order their return. In these cases, as well as in the event that service personnel are retained after completion of their work, the corresponding hourly or daily rates shall be charged to the Client in full as waiting time and the travel costs plus accommodation costs.

4.10. If, as a result of the services to be provided by the contractor, machinery or the totality of machinery (machinery) of the client is substantially modified or its operation or safety is substantially influenced, the client is obliged to check, using the conformity assessment procedure in accordance with the Machinery Directive 2006/42/EC (and, if applicable, other directives applicable to the machinery), whether the modified machinery complies with the applicable directives and national laws when it is placed on the market and put into service. In particular, a substantial modification exists where significant changes resulting in the modification of the original performance, use or design have been made to machinery after it was first put into service or where a risk assessment shows that the nature of the hazard or risk has increased.

In accordance with the national regulations transposing Directive 2009/104/EC, the Client is responsible for the safety of the machinery before and after the work to be carried out by the Contractor and is obliged to eliminate possible hazards to safety or health. This also applies if the machinery has not been significantly modified by the contractor's work. The contractor is not obliged to inspect machines for possible hazards to safety or health protection, but he shall inform the client of any hazards that are nevertheless identified (positive knowledge). Any further liability of the contractor is excluded.

5. Work on the order of the client

Without the Contractor's written consent, the Client is not authorised to use the service personnel for work other than services. Even if the Contractor agrees and the Client remunerates them separately, such work shall not thereby become services and the Contractor shall not assume any liability for it unless it is expressly agreed in writing as an extension of the contractual scope of services.

6. Remuneration

6.4. The services shall be invoiced either according to time and effort (clause 6.1.1) or as a lump sum (clause 6.1.2). The type of remuneration agreed by the parties shall be decisive. Unless otherwise agreed in writing, the corresponding remuneration shall be based on the following provisions:

6.4.1. Unless otherwise agreed in writing, the Contractor's hourly rates, surcharges and expenses as set out in Annex 1 shall apply at the time of performance of the Services.

6.4.2. If a lump sum price has been agreed, it shall cover the services to be provided by the contractor as agreed in writing. Additional expenses incurred by the contractor due to circumstances for which

he is not responsible, such as subsequent changes to the content or scope of the agreed services, waiting times, reworking, additional travel, shall be borne by the client. They shall be invoiced in accordance with clause 6.1.1.

6.5. Taxes, duties, fees, social security contributions and the like payable for the deployment of the service personnel in connection with the contract or with the work outside the Federal Republic of Germany, with the exception of personal income tax, shall be borne by the Client.

7. Working time regulation

Subject to deviating mandatory regulations at the service location, which the Client must inform the Contractor of in writing in good time in advance, the working time regulations in accordance with Appendix 1 shall apply to the deployment of the service personnel.

8. Terms of payment

8.4. Unless otherwise agreed in writing, the services shall be invoiced after performance of the services after one working week at the latest and shall be payable with a payment term of 14 days without deduction. The Contractor shall be entitled to demand a partial or full advance payment of the estimated invoice amount.

8.5. Unless otherwise agreed, payments shall be made without any deduction (discount, expenses, taxes, fees, etc.).

8.6. The Client may not withhold, offset or reduce payments due to complaints, claims or counterclaims not recognised by the Contractor. Payments shall also be made if the work is delayed or becomes impossible for reasons for which the contractor is not responsible.

8.7. If the client does not comply with the agreed payment deadlines, he shall be in default without a reminder at the time of the due date. During the period of default, the Client shall pay the monetary debt at 9%.

p.a. above EURIBOR (for a 12-month period; calculated on the first day of default). We reserve the right to provide evidence for the assertion of a higher damage caused by default. In addition, the Client shall charge a reminder fee of € 10.

9. Deadlines

9.4. A deadline for the performance of the services is only binding for the contractor if it has been confirmed by him in writing. The time limit shall commence as soon as all prerequisites for the commencement of the service have been met. The deadline shall be deemed to have been met if, by the time it expires, the services are ready for acceptance by the Principal or, in the case of a contractually agreed trial, for the performance thereof.

9.5. A period of performance shall also be deemed to have been complied with if parts are missing or reworking is necessary, but the intended operation is made possible or is not impaired.

9.6. A bindingly agreed execution period shall not commence or shall stand still:

- if preparatory services or information required by the Contractor for the provision of the Services are not received by the Contractor in due time or if the Client subsequently changes such information; or
- as long as the Client is in default with payment obligations towards the Contractor – also from previously provided services or from other contracts not related to the current service – or does not fulfil or badly fulfils obligations according to Clause 5;
- or in the event of circumstances due to force majeure and due to events which make it substantially more difficult or impossible for the Contractor to provide the Services (these include, but are not limited to. war (whether declared or not), warlike condition, riot, revolution, rebellion, military or civil coup, insurrection, tumult, riot, blockade, embargo, export restrictions, government order, sabotage, strikes, slowdowns, lockouts, epidemics, fire, floods, storm surges, typhoon, hurricane or other catastrophic weather, earthquake, landslide, lightning, general shortage of materials, piracy, shipwreck, lack of port and unloading capacity, serious transport accidents, rejects and remanufacture of important plant components for reasons for which the contractor is not responsible, insofar as the latter leads to an extension of performance deadlines), the contractor shall not be responsible – even in the case of bindingly agreed deadlines and dates. These delays entitle the contractor to postpone the delivery for the

duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled. This also applies if the contractor is already in default. The Client shall be informed immediately of the non-availability of the performance. The Client is entitled to withdraw from the contract with regard to the part not yet fulfilled if the event of force majeure continues for longer than six months.

9.7. If the Contractor is in default with the observance of an execution deadline agreed as binding for reasons for which it alone is responsible, the Client shall be entitled, after the expiry of a grace period of two weeks, to demand lump-sum damages in the amount of 0.25% for each further completed calendar week, but no more than 5% of the net invoice value of those services that were not performed on time. The obligation to pay lump-sum damages requires the Principal to prove that damage has been incurred at all, but not the amount thereof. If the maximum amount of the lump-sum compensation has been reached, the client may set a reasonable grace period in writing. If this period of grace is not complied with for reasons for which the contractor is responsible, the client is entitled to cancel the contract and to reclaim payments already made against return of deliveries made. Further claims of the client due to delay are excluded.

10. Transfer of risk, acceptance

10.4. From the beginning of the performance of the services, the Client shall bear the risk of loss of the material to be assembled, of the tools, equipment and auxiliary materials made available to him during the performance of the services and of the services already performed in each case. The Contractor shall retain the right to the agreed remuneration even if the services rendered cannot be completed or can only be completed in part as a result of destruction or partial destruction.

10.5. The Client shall be obliged to accept the services as soon as he has been notified of their completion and any contractually stipulated testing of the work produced has taken place. If the service provided proves not to be in accordance with the contract, the contractor shall be obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the Client or is due to a circumstance attributable to the Client. If there is a non-essential defect, the Client may not refuse acceptance.

11.2 If acceptance is delayed through no fault of the Contractor, acceptance shall be deemed to have taken place two weeks after notification of completion of the service work.

12.3 Upon acceptance, the Contractor's liability for recognisable defects shall cease, unless the Client has reserved the right to assert a specific defect.

11. Claims for defects

11.4. After acceptance of the services, the Contractor shall be liable for a period of 12 months in such a way that it must remedy defects. The contractor shall not be liable if the defect is insignificant for the interests of the client or is due to a circumstance attributable to the client. This applies in particular if only individual sections or parts of a machine have been repaired or replaced.

11.5. The Client shall immediately notify the Contractor in writing of any defect discovered. If the Client fails to comply with the obligation to inspect or give notice of defects, the services shall be deemed to have been approved and the rights in respect of defects shall be deemed to have been forfeited. The timely dispatch of the notice of defects shall be sufficient to comply with the obligation to give notice of defects.

11.6. If the obligation to inspect and give notice of defects has been fulfilled, the Client shall initially only have the right to demand rectification of defects from the Contractor. The obligation to inspect and give notice of defects in accordance with clause

11.3 shall also apply to the result of the rectification. If the attempt to rectify the defect is unsuccessful and the obligation to inspect and give notice of defects is again fulfilled, the Client shall again only be entitled to rectification of the defect. If the rectification is still unsuccessful after the third attempt to rectify the defect and if the obligation to inspect and give notice of defects have been fulfilled, the client is now only entitled to demand a reduction of the invoice amount to the extent of the reduced value. The client is not entitled to withdraw from the contract due to defects, even if the reduction in value reaches the invoice amount. The payment of damages is fully excluded and waived in every case of warranty.

11.7. The Contractor shall only be liable for defects caused by the Client's personnel or third parties not called in by the Contractor if and insofar as it can be proven that the service personnel instructed or supervised them in a grossly negligent manner and this led to the behaviour causing the defect.

11.8. No warranty shall exist if the Client or third parties not called in by the Contractor carry out interventions, changes or repairs without the written consent of the Contractor or if the Client does not immediately take suitable measures to limit the reduction in value.

11.9. For rectification work under the warranty, the Contractor shall assume the warranty to the same extent as for the original work, but not beyond the warranty period applicable to the latter.

12. Liability and disclaimer

12.4. If assembly supervision, commissioning or support during trial operation have been agreed, the Contractor shall be liable exclusively for gross negligence for the damage directly and immediately incurred by the Client as a result.

12.5. Other or further claims for damages by the Client, irrespective of the legal grounds, in particular due to breach of duties arising from a contractual obligation and from tort, whether by the Contractor, its organs or auxiliary persons, are excluded. In no event – not even under clause 12.1 – shall the contractor be liable for indirect or consequential damages such as, for example, loss of production, loss of use, loss of orders and loss of profit. This does not apply insofar as liability is mandatory by law under the applicable law (clause 16).

12.6. To the extent that the Contractor is otherwise liable for damage to the Client pursuant to Clause 13.1 or despite the exclusion of liability under Clause 13.2, its total liability shall be limited to 10% of the invoice amount for the damaging contractual service or, in the absence of such a contractual service, to 10% of the invoice amount for all services together, to the extent that this limitation is not mandatorily inadmissible under the applicable law (Clause 16).

13. Termination of the contract by the contractor

13.4. In the event of unforeseen events, insofar as they significantly change the economic significance or the content of the services or have a significant effect on the contractor's operations, as well as in the event of subsequent impossibility of performance, the services shall be adjusted appropriately. Insofar as this is not economically justifiable, the Contractor shall be entitled to withdraw from the relevant Services in whole or in part.

13.5. The Client shall not be entitled to claim damages due to such a withdrawal. If the contractor wishes to exercise the right of withdrawal, he must inform the client immediately after realising the consequences of the event, even if an extension of the performance period was initially agreed with the client.

14. Partial nullity / severability clause

If a provision in these General Terms and Conditions of Service or a provision within the scope of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements. In this case, the parties undertake already now to enter into negotiations with the aim of replacing the invalid provision with such a clause that comes closest to what the parties intended economically with the previous provision. The same shall apply in the event of a loophole.

15. Applicable law and arbitration

15.4. These General Terms and Conditions of Service and the entire legal relationship between the Contractor and the Client shall be governed by German law, excluding the conflict of laws rules.

16.2 Disputes, disagreements or claims arising out of or in connection with these General Terms of Service and concluded contracts, including their validity, invalidity, breach or cancellation, shall be finally determined by legal proceedings under German law. The place of jurisdiction shall be the registered office of new HESTA. The language of the proceedings shall be German.

Annex 1 of the General Terms and Conditions of Service new HESTA dated 01.01.2025

a. Remuneration

a.1. The following hourly rates shall be deemed agreed:

Category I 110,00 €/h

- Service technician

Category II 130,00 €/h

- Specialist, especially in commissioning, training and trials

The hourly rates apply to working time and travel time.

Telephone support, E-Mail-support or Teamviewer AR remote support will be charged with the beginning of every half hour.

a.2. Surcharges on the hourly rates for overtime, work on Saturdays, Sundays and public holidays on the basis of working time (clause b.1) and periods equivalent thereto (clause b.3)):

- 25% for the first 2 hours of overtime over 7 hours per day and for the first two hours on Saturdays
- 50% for more than 2 hours of overtime per day and for the third hour or more on Saturdays
- 25% night surcharge for work between 20.00 and 06.00 hrs.
- 50% for Sunday work
- 100% for work on all public holidays at the Contractor's registered office

In the event of a conflict between several surcharges, only the higher surcharge shall be applied in each case, with the exception of overtime or night surcharges, which shall be calculated in addition to the other surcharges.

a.3. expenses & accommodation costs

For each absent calendar day (including Sundays and public holidays, as well as outward and return journeys) and for each overnight stay away from home, the Client shall be invoiced for expenses per person of the service personnel in accordance with the currently valid flat rates for additional subsistence expenses and flat rates for accommodation costs of the Federal Ministry of Finance of Germany. Overnight stays (hotel category 4 stars, European standard) will be invoiced at actual costs against proof if the actual costs exceed the flat rates.

a.4. Travel expenses

The costs for the outward and return journey as well as for journeys within the country of assignment by a means of transport to be chosen by the contractor, including the necessary ancillary costs, such as for insurance, freight, customs, luggage, passport and visa fees, issuing of entry, residence and work permits, the medical examination for the outward and return journey as well as for vaccinations of the service personnel shall be invoiced to the client according to time and expenditure. Unless special circumstances require the use of a different class, will be charged:

- Economy class for European flights, business class for transatlantic or non-European flights.
- for rail and sea travel 2nd class,
- If the participant uses his/her own or the company's car, an expense of € 0.90 per kilometre driven or, if a rental car is used, the actual rental car costs shall be deemed to have been agreed.

a.5. Journeys home

Service personnel are entitled to go home/travel home once each:

every 2nd week at a distance of between 350 and 1500 km from the place of secondment as per order confirmation

every 4th week for a distance of 1501 km or more from the place of posting in accordance with the order confirmation

The costs for the outward and return journey of the journey home shall be deemed to be travel expenses in accordance with Clause 1.5) and the time spent on this shall be deemed to be working time.

a.6. Costs for consumables and service material

Consumables, installation and service materials supplied by the Contractor as well as raw materials for trial runs shall be invoiced at cost.

a.7. Licence Cost für Teamviewer AR Licence

30 € /24 h

b. Working time regulation

b.1 The target working time is 7 hours per day, 35 hours per week or 152 hours per month. It shall generally be spread over 5 working days (Monday to Friday). If, for reasons for which the contractor is not responsible, a shorter working time has to be observed, the target working time shall be charged if remuneration according to time and effort has been agreed. Hours worked in excess of the daily, weekly or monthly target working time shall be deemed overtime. Overtime work shall always be permissible only by mutual agreement between the Client and the Contractor. As a rule, overtime work shall not exceed the daily target working time by more than 3 hours and the weekly target working time by more than 21 hours.

b.2 With regard to the scheduling of the target working hours, the service personnel shall be guided by the operational circumstances of the Client and the local conditions within the framework of the following restrictions. The daily target working time must be between 06:00 and 20:00. Work on Sundays or on the weekly rest days applicable at the service location shall be deemed to be Sunday work. Work on public holidays at the Contractor's place of business shall be deemed to be holiday work.

b.3. travel time shall be considered as working time. Travel time shall be deemed to be:

- Times for trip preparation and trip follow-up according to expenditure;
- the time spent on the outward and return journey, including any displacement times between the accommodation and the service location;
- the time for official registration and deregistration formalities.

b.4 If the service personnel are hindered in the performance of their work for reasons for which the contractor is not responsible or are held back for any reason after completion of the work, the waiting time shall be deemed to be working time. In addition, any other downtime for which the Contractor is not responsible shall also be deemed to be working time.

b.5 For a public holiday at the service location which is neither a Sunday nor a public holiday at the Contractor's registered office and on which work cannot be performed, 7 hours of target working time shall be charged.

b.6. timesheets

The Client shall certify the working time spent by the service personnel (clause b.1) and equivalent times (clause b.3) by means of working time forms. If the Client does not issue the certification in good time or if it is issued by personnel who are not responsible for this, the records of the service personnel shall be deemed to be the basis for invoicing.