

GENERAL TERMS AND CONDITIONS FOR SERVICES

GENERAL INFORMATION:

All services, in particular, development, manufacturing, sales, service, installation of spare parts, plant optimizations, system fitness checks, etc. are performed by SPRINGER Kommunal- und Umwelttechnik GmbH ("SPRINGER") under the following conditions, if and insofar as special written agreements are not made in individual cases. These conditions also apply to all future orders, deliveries and services, even if they are not expressly mentioned there. External terms and conditions do not apply even if they have not been expressly objected to.

CONCLUSION OF CONTRACTS:

The customer's orders become legally effective and binding for the customer upon written acceptance by SPRINGER ("Order Confirmation"). SPRINGER reserves the right to (i) refuse orders at any time without giving reasons and (ii) to accept orders only in quantities which, based on its experience, correspond to the usual order quantities of a company comparable to the size of the customer's company.

Delivery times stated by SPRINGER are subject to change without notice, non-binding and, in particular, subject to the timely provision of any on-site services by the customer and punctual delivery by SPRINGER's suppliers. In case of delayed performance of possible services provided by the customer or non-performance of other obligations by the customer (including timely payments), SPRINGER is entitled to suspend the performance of its own services giving written notice to the customer until the obligations are fulfilled by the customer.

DUTY OF CARE AND SERVICES TO BE PROVIDED BY THE CUSTOMER (AT THE CUSTOMER'S OWN EXPENSE):

- Dismantling of existing parts
- Conversion (extension) of the hydraulic and pneumatic systems, the electrical control system as well as the electrical installations, cabling and commissioning
- The customer is solely responsible for all safety measures and for compliance with all obligations and requirements relating to occupational health and safety.
- The customer is obliged to provide suitable structural conditions, housing, installations, devices and units, and to take appropriate hazard prevention and

employee safety measures at its own cost, and to ensure compliance with the hazard prevention and employee safety measures. It is agreed that the areas of fire safety, fire surveillance and fire prevention (along with the availability of all necessary and appropriate fully functional equipment and the provision of a sufficient number of fire extinguishers) are the sole responsibility of the customer. If official approvals contain requirements concerning fire safety, the customer shall make SPRINGER and SPRINGER employees working at the customer's site aware of any possible obligations in connection therewith. However, this does not alter the fact that it is the customer's sole responsibility to ensure compliance with such requirements.

- The manufacturer's personnel shall be permitted to start work according to the agreed schedule and to work during normal working hours. Work may be carried out outside normal working hours to the extent deemed necessary by the manufacturer and provided that the customer has been notified thereof in writing within a reasonable period of time.
- The manufacturer shall be informed in writing and in good time before the start of installation of all relevant safety regulations that apply at the installation site. The installation shall not be carried out in unhealthy or dangerous environments. All necessary safety and protective measures must be taken before starting the installation and kept during the installation;
- The manufacturer's personnel shall have access to adequate accommodations and meals in the vicinity of the installation site, along with access to sanitary facilities and medical care in line with international standards;
- The manufacturer shall be provided with free, timely access to all necessary cranes, lifting equipment and means of transport within the site, additional equipment, machines, materials and supplies (including gasoline, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, light, etc.) as well as the customer's measuring and testing devices available at the site. The manufacturer shall inform the customer in writing at least one month before the agreed date of the start of the installation which cranes, lifting equipment, measuring and testing instruments and means of transport at the site it will require.
- The manufacturer shall be provided with adequate office space at the place of installation, including telephone and Internet connections, free of charge.
- In order to protect the deliverables, the tools and equipment necessary for assembly and the personal property of the manufacturer's personnel against theft and deterioration, the manufacturer shall be provided with the necessary storage facilities free of charge.
- The access routes to the installation site must be suitable for the necessary transport of the deliverables or the manufacturer's equipment.
- The customer must inform and instruct SPRINGER in the event of country-specific health and safety requirements or local laws, including the necessary permits (which are required to provide a service at the customer's location). The customer shall provide SPRINGER with the relevant information regarding these laws and regulations in writing.

- If the parties do not reach an agreement on the separately incurred costs and the further consequences of a change in the aforementioned laws and regulations, SPRINGER shall be compensated for the conversion work on the basis of the hours worked.

SAFETY MEASURES:

The customer must take all precautions throughout the time SPRINGER is working on site so that maximum safety of the service personnel, fitters and auxiliary personnel – both for SPRINGER's service personnel, fitters and auxiliary personnel and the customer's – is guaranteed. For this purpose, the customer must also appoint a site manager who is responsible for safety on site and vis-à-vis the authorities. The customer shall fully indemnify and hold SPRINGER harmless against all claims in connection with lack of safety or due to accidents at work.

The customer undertakes to secure hazardous areas from the moment fitting starts and to put up clearly visible signs strictly prohibiting anyone from entering the hazardous areas.

The staff to be provided by the customer shall comply with the general safety regulations.

We are not liable for accidents and damage not caused by our staff while they are working for the customer.

During the installation and commissioning period, a fire station, including equipment, shall be provided at the expense of the customer.

The machines and equipment, as well as buildings where the machinery is installed, must, in your own interest, be adequately insured.

PAYMENTS TERMS:

Payment for the services supplied by SPRINGER shall be made in the currency and amount indicated in the corresponding invoice.

If SPRINGER deems it necessary, SPRINGER is entitled to demand full or partial advance payment or reasonable security for payment that is acceptable to SPRINGER.

Prices are generally given in euros and do not include value added tax or other taxes or duties applicable outside Austria. All possible taxes or duties that are not expressly mentioned shall be charged to the customer. Insurance, installation, end-user training, shipping and customer service are not included unless expressly indicated.

If the customer does not pay the amounts due within the agreed period, interest will be charged to the customer at the statutory rate, regardless of other rights available to SPRINGER. The interest accrues daily, based on the outstanding amount, from the due date until its full payment. The customer must reimburse any reasonable costs incurred by SPRINGER or its agent during the recovery of arrears.

The customer is obliged to pay for the services in accordance with the conditions stated in the summary. The customer shall not be entitled to set-off, retention or reduction unless a corresponding claim is legally established by a competent court or arbitration.

The contractual parties agree that after the end of service, all payment obligations on the part of the customer that have been contractually agreed up to that point must be fulfilled.

Work and downtimes which are caused by delays and which are not under the influence or control of SPRINGER shall be charged according to the currently valid hourly rates of SPRINGER Kommunal- und Umwelttechnik GmbH.

The costs for expenses, per diems and mileage allowances for our staff are included in the price. The costs for accommodation are charged at a flat rate of 55 euros net per night. Costs for flights by our staff are charged based on actual expenditure without any surcharge.

RETENTION OF TITLE:

PROCESSING OF TECHNICAL DATA:

Plans and technical documentation produced by SPRINGER and arising in respect of the deliverables are and shall remain the sole and exclusive (intellectual) property of SPRINGER. They may not be used for any purpose other than that for which they were supplied without the authorization of SPRINGER. They may not be used for other purposes, copied, reproduced, given to the third parties or disclosed without the authorization of SPRINGER.

PROCESSING OF PERSONAL DATA:

In accordance with the provisions of Regulation (EU) 2016/679 ("GDPR"), all personal data exchanged between the Parties during the implementation of this Agreement shall be processed by each Party for the purposes specified in the Agreement and in a way which is decisive for the performance of this Agreement, as well as for the fulfillment of any legal obligations, in accordance with the principles of lawfulness and accuracy and in a manner which protects its confidentiality and ensures adequate security measures in accordance with the GDPR. The customer agrees that the technical and personal data of the products supplied by SPRINGER Kommunal- und Umwelttechnik GmbH GmbH (AFC reports,

offers, planning drawings, performance data and the like) may be read, stored and analyzed exclusively for the purpose of machine optimization. **LIABILITY FOR DAMAGES:** SPRINGER's liability for damages shall be confined to cases of intentional misconduct or gross negligence. Liability is excluded for ordinary negligence, stop of production, loss of profits, loss of use, contractual loss or any other indirect or consequential loss or damage. A repair or maintenance order to SPRINGER does not include, unless expressly stipulated, the manufacture of a certain mode of operation or services of the plant (plant parts) or machines (machine parts) or a certain quality of the products processed by the plant, but exclusively the proper execution of the repair or maintenance work itself. Therefore, SPRINGER's warranty for repairs/maintenance of existing plants (plant parts) or machines (machine parts) shall only be granted to this extent. SPRINGER Kommunal- und Umwelttechnik GmbH is not liable for damages due to breach of contract or delay, for direct or indirect damage or loss of profit and/or production downtime. Unless it is a matter of gross negligence or intent on the part of SPRINGER. SPRINGER shall endeavour to fulfill the service within the agreed period (if any), but shall not be liable for any loss or damage of any kind caused directly or indirectly by a delay in the fulfillment of the contract, unless otherwise agreed in writing with the customer. Subject to deviating agreements in these General Conditions, the liability of one party to the other party for loss of production, loss of profit, loss of use, loss of contract or any other consequential or indirect damage is excluded. The contractor shall not be liable for workers provided by the purchaser, nor for their acts or omissions. The purchaser shall provide the necessary assistance to ensure that the Contractor's personnel obtain visas and other official entry, exit or work permits in good time and any tax certificates required in the Purchaser's country as well as access to the site. This support is provided at no additional cost.

FORCE MAJEURE:

SPRINGER shall be not liable for any loss or damage which may arise to the customer as a direct or indirect consequence of prevention, obstruction, delay or economic failure of the supply of goods or provision of services caused by an event beyond the control of SPRINGER ("force majeure event").

All liabilities of SPRINGER shall be suspended for the duration of the force majeure event.

Each party is entitled to suspend its contractual obligations to the extent that such performance is made impossible or unreasonably difficult by force majeure, including: labour disputes and all circumstances beyond the control of the parties such as fire, war, general mobilization, uprising, requisition, seizure, embargo, restrictions on energy consumption, currency and export restrictions, epidemics, natural disasters, extreme natural events, acts of terrorism and defective or delayed deliveries by subcontractors due to the circumstances listed in this clause.

If a listed circumstance occurs before or after the conclusion of the contract, it shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the conclusion of the contract.

If force majeure prevents the customer from fulfilling its contractual obligations, the customer shall compensate SPRINGER for expenses incurred in securing and protecting the product.

Irrespective of all the consequences set out in these General Terms and Conditions, each party shall have the right to withdraw from the contract by written notification to the other party if the suspension of the performance of the contract lasts for more than six (6) months.

ANTICIPATED NON-PERFORMANCE:

Notwithstanding other contrary stipulations outlined in these General Terms and Conditions regarding suspension of performance, each party shall be entitled to suspend the performance of its contractual obligations if it is clear from the circumstances that the other party will not fulfil its obligations. The party suspending the performance of its contractual obligations shall immediately notify the other party in writing.

FINAL PROVISIONS:

Austrian law will solely apply with the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The sole venue for all disputes arising from the contract is the court responsible for such disputes in Klagenfurt, Austria.

Should any provisions in these Terms and Conditions be void or unenforceable, the other provisions will remain unaffected. The invalid provision shall be replaced by a valid provision that corresponds to the intent and purpose of the invalid provision.

Modifications and updates to these Terms and Conditions always require express written confirmation by SPRINGER.