

General Terms and Conditions for Service of LCS Cable Cranes GmbH & LCS Pipelines GmbH

Valid as of August 2024

These present General Terms and Conditions have primarily been drawn up for legal transactions between companies. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1 (1) Art. 2 of the Austrian Consumer Protection Act, Federal Law Gazette No. 140/1979, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law.

The UN Convention on Contracts for the International Sale of Goods of 11 April 1980, Federal Law Gazette 1998/96, is expressly excluded.

1 INTRODUCTION

- 1.1 These General Terms and Conditions shall apply unless the contracting parties have expressly agreed otherwise in writing.
- 1.2 The contracting parties are hereinafter referred to as Client and Service Provider, or individually as Party and together as Parties.

2 CONCLUSION OF CONTRACT

- 2.1 These General Terms and Conditions shall apply for all services provided by Service Provider, including services such as the preparation of a feasibility study, engineering, repair of machinery, assembly, maintenance of machinery and equipment, etc.
- 2.2 All quotations or proposals of Service Provider are subject to change without prior notice and without obligation. The validity expires automatically 30 (thirty) days after quotation / proposal date.
- 2.3 A contract shall be deemed to have been made upon receipt of the written statement of acceptance associated with the offer or written order confirmation.
- 2.4 The Client's terms and conditions shall only be binding upon Service Provider if Service Provider has accepted them separately.
- 2.5 Any modification and amendment of the contract shall be confirmed in writing to become effective.
- 2.6 If import and/or export licenses or foreign currency permits, or other authorizations and permits are required for the performance of the contract, the Client shall make every reasonable effort in order to obtain the necessary licenses or permits in due time.

- 2.7 The Client may not transfer any rights arising out of the contract to a third party without the prior written approval of Service Provider.

3 DRAWINGS, DOCUMENTS & TOOLS

- 3.1 All data on weights, measures, content, price, or performance, as contained in catalogues, brochures, circular letters, advertisements, graphic presentations, price lists or alike, shall only be definitive if the contract expressly refers to them. Generally, the data is only an approximate indication and therefore non-binding.
- 3.2 Drawings, design drafts, cost estimates and other technical documents, as well as samples, catalogues, brochures, graphic presentations or alike shall always remain the intellectual property of Service Provider. Any use, copying, reproduction, dissemination, and transfer to third parties, as well as any publication and presentation thereof may only be made with the express approval of the owner.
- 3.3 Unless otherwise agreed, Service Provider shall retain possession and ownership of the tools, equipment, moulds, auxiliary tools, etc., required or manufactured for the performance of the contract. To the extent such tools or equipment can be specifically used solely for the respective products manufactured for Client, such tools and equipment shall be solely used within that scope.

4 COMMENCEMENT OF SERVICES & PASSAGE OF RISK

- 4.1 In the absence of any other agreement, the period of performance of services shall begin at the latest of the following dates:
- a) the date when the contract is concluded,
 - b) the date on which the Client has complied with all technical, commercial and financial preconditions,
 - c) the date on which Service Provider has received a payment on account that is due prior to the delivery of the goods, or a commercial letter of credit has been issued.
- 4.2 Service Provider shall have the right to make partial or advance deliveries.
- 4.3 If Client does not accept the Services provided or the assembly/maintenance works performed in the contractually agreed place or at the contractually agreed time, and if no reason for relief according to Art. 14 applies, Service Provider may either demand the performance of the contract or withdraw from the contract, granting a respite. In any event Client is obliged to pay damages in full.
- 4.4 If the services are not performed as contractually agreed, and consequently have been segregated due to a reason caused by Client, Service Provider may keep the information results of the service at client's cost and risk. Service Provider shall also be entitled to claim a refund for any justified expenses that Service Provider had to incur in connection with performing the contract and that are not covered by the payments received. This precludes all other claims against client due to the segregation caused by client.
- 4.5 If Service Provider has caused a delay in the performance of the services, the Client may either demand the performance of the contract or withdraw from the contract, granting a reasonable respite. In case of custom-made goods according to the order, it shall be considered, when setting a respite, that Service Provider probably might not use these services for another purpose.

- 4.6 If the performance of services is delayed on account of a circumstance on Service Provider's part that constitutes a reason for relief according to Art. 14, a reasonable extension of the period of performance shall be granted, without default being incurred.
- 4.7 In the event of non-compliance with the period the services shall be performed caused by the Service Provider, Service Provider shall refund Client for any dunning and collection costs arising as further damage due to the delay.
- 4.8 Any other claim of Client against Service Provider, due to Service Provider's delay, than those listed in Art. 4 shall be precluded.
- 4.9 In the event of an interruption to installation for which the Service Provider is not responsible and which necessitates the withdrawal or re- dispatch of assembly/maintenance personnel provided by the Service Provider, the costs incurred as a result shall be charged to the Client.
- 4.10 In case Service Provider's assembly/maintenance personnel cannot work on full shifts through no fault of themselves, invoicing is still affected for all legal working hours.
- 4.11 If Client insists that the assembly/maintenance is performed even in case of unfavourable weather, any liability for a damage arising thereby passes to the Client.

5 PRECAUTION OF THE CLIENT REGARDING THE ASSEMBLY OR MAINTENANCE

- 5.1 In case of the performance of assembly/maintenance services by Service Provider, Client has to initiate in a timely manner, prior to the commencement of the assembly/maintenance works, but also meanwhile, and on its own cost and risk, all preparations and preliminaries with respect to personnel and material which are necessary for the properly start of the assembly/maintenance works, their failure-free performance and orderly finalization.
- 5.2 If not stipulated to the contrary, this includes at least the respective constructional provisions of the construction site, the supply with the necessary devices, tools, instruments, locker rooms and sanitary facilities and other gadgets, required auxiliary supplies and working material, unskilled labour, etc. All necessary supply provided by Service Provider is invoiced separately.
- 5.3 Since Service Provider has to provide only the usual hand tools, the use of all other special tools and features, which cannot be provided by Client and consequently are supplied by Service Provider, are invoiced separately, together with the costs for the transport and backhaul, on the basis of an extra agreement.

6 INSURANCE & CUSTODY OF THE CLIENT

In case of assembly or maintenance works performed by Service Provider, Client has to provide sufficient custody for all materials provided by the Service Provider and personal equipment of the personnel and is liable until complete finalization of the works or the clearance and the transportation of these materials and personal equipment back to Austria. If a damage, destruction or loss of these materials and personal equipment occurs due to a force majeure event Client is also liable. Security instructions and other hazard notes are conducted by Client as well as provisions regarding fire protection.

7 IMMINENT DANGER

In case of imminent danger, the approval of Client is assumed for such services which were necessary for the performance of the order but for which the approval of Client could not be achieved in due time. Client must be informed as soon as possible about the performance of these services which were not part of the order. Since these services of Service Provider were inevitable, they must be accepted and compensated by Client. Service Provider has to invoice these services separately and disclose them in detail.

8 ACCEPTANCE TEST IN CASE OF ASSEMBLY

If the performance of an acceptance test is contractually agreed between the Parties, Service Provider has to inform Client in writing about the readiness of the goods to be delivered, with the exception of spare parts and service work, or the readiness to accept the performed works. Such notification shall be given in good time and include a date of acceptance testing which enables Client to prepare itself in due course for the testing or to be represented at the testing by an authorized person who shall be notified in advance to Service Provider. Client undertakes to participate in the acceptance testing during the normal working hours. In the event of inspection by the public authorities, such inspection will be deemed to be equivalent to acceptance by Client.

- 8.1 An acceptance report on the acceptance test shall be prepared by Service Provider.
- 8.2 In the event of Client or its authorized representative not attending the acceptance test despite having been notified in due time, Service Provider shall prepare the acceptance report by itself and sign it. Client shall receive a copy of the acceptance report. In such cases, Client shall not be entitled to object to the accuracy of the acceptance report.
- 8.3 Client shall bear all costs (personnel costs, costs for equipment, material, auxiliary supplies) incurred in connection with the acceptance test performed.
- 8.4 If only immaterial defects (defects that do not significantly impair the function and/or purpose of the goods delivered or the assembly/maintenance) are detected during the acceptance test, the goods delivered or the assembly/maintenance performed will, at all events, be deemed accepted.
- 8.5 Should the acceptance test reveal any significant defects, they shall be rectified by the Service Provider without delay. After remedying the defects, the Client shall receive a notification of remedy, a new acceptance test shall be carried out and the Service Provider shall prepare a new acceptance report.
- 8.6 With receipt of the acceptance report or the operation and maintenance manual, Client declares to have fully and adequately informed itself and its employees about the handling, operating, product-related use and maintenance of the goods delivered, or the assembly/maintenance performed.

9 PRICE & TAXES

- 9.1 Unless otherwise agreed, all prices shall be in Euro, exclusive of Value added tax (or similar taxes, dues, and duties) and documents.
- 9.2 Where applicable, Service Provider will charge Value added tax and other government levies in accordance with applicable (international) laws and regulations, if necessary, retrospectively.
- 9.3 Unless agreed otherwise, the salary of the workers during the normal working hours (which correlate to the legal weekly working hours) is included in the price for the assembly or maintenance services.

Not included in the price for assembly or maintenance are:

- a) Travel costs of the assembly or maintenance workers
- b) Arising accommodation allowance and overnight stays (including catering according to European standard)
- c) Costs arising due to subsequent amendments with regards to the material but also the time exposure
- d) Value added tax
- e) Work done besides the normal working hours.

9.4 Costs for maintenance, repair, spare parts, lubricants, diesel fuel and other consumables are not included in the price and must be borne by Client separately.

9.5 Where withholding tax is applicable, Client is obliged to inform Service Provider respectively prior to the contract and Service Provider is entitled to change the conditions of its quotation / proposal. A signed proof of payment by Client of the withholding tax is mandatory. Client is obliged to deliver this proof of payment to Service Provider within 30 (thirty) days from payment of such tax. In case of delay or when the absence of this proof of payment leads to extra costs and/or non-deductible taxes for Service Provider these costs will be charged to Client.

10 PAYMENT

10.1 Payments shall be made in compliance with the agreed conditions of payment. All invoices shall be paid within 30 (thirty) days after the invoice date, except the payment of the first invoice which is due immediately after invoice date.

10.2 With respect to the assembly/maintenance the Client is obliged, if Service Provider so requests, to make a sufficient down or partial payment prior to deployment of the manpower or during the assembly/maintenance works. Payment of such an invoice must be made in full immediately after receipt of the invoice. All other invoices relating to the assembly/maintenance are issued by Service Provider at the end of each calendar month and shall be paid by Client within 30 (thirty) days from invoice date.

10.3 Client shall not have the right to withhold payments due to warranty claims or any other counterclaims that Service Provider has not accepted.

10.4 If Client defaults on one of the agreed payments or any other performance, Service Provider may either insist on the performance of the contract and

- a) postpone compliance with Service Provider's own obligations until Client has paid the arrears in payment,
- b) use a reasonable extension of the period of delivery or performance of assembly/maintenance,

- c) call for the immediate payment of all outstanding amounts and related costs (both judicial and extrajudicial) in case of a delay in payment for more than 1 (one) month – without obligation to give prior notice,
- d) pursuant to § 456 of the Austrian Commercial Code (UGB) charge the legal rate of interest in the amount of 9.2 percentage points above the base rate, whereas the base rate that applies on the first calendar day of each half year is decisive for the respective half year,
- e) or announce its withdrawal from the contract, granting a reasonable respite.

10.5 In any event, Client shall refund to Service Provider all dunning and collection costs arising as a further damage to Service Provider on account of the delay.

10.6 Any other claims of Service Provider against Client, due to Client's delay, than those listed in Art. 10 shall be precluded.

11 WARRANTY

11.1 Service Provider shall warrant for any defects in the design and the workmanship performed by him, which appear within 12 (twelve) months as of the date of performance of the services, at the date as of the delivery, in case of agreed assembly by Service Provider as of the end of the assembly work. Warranty is due independent as to whether the defect already existed at the time of handed over or not. The rule on presumption in accordance with § 924 of the Austrian General Civil Law Code is precluded.

11.2 Client must inform Service Provider immediately and in writing of any defects that have appeared to preserve its warranty claim. Defects that appear within the time frames indicated in Art. 11.1 and of which Service Provider is informed without delay, may still be claimed in court by Client one year after expiry of the period indicated in Art. 11.1.

11.3 If Service Provider must warrant for defects in accordance with the beforementioned provisions, it shall comply with its warranty obligation at its choice by repairing or replacing the defect. Other means of warranty for remediable defects shall be precluded. Cancellation of the contract for non-remediable defects shall be precluded.

11.4 During the warranty period as stated in Art. 11.1 the Service Provider shall bear the costs for its specialists for their repair or replacement work performed at construction site. Client shall bear the travel costs and accommodation and catering costs for the Service Provider's personnel performing replacement or repair work at any place other than the factory of the Service Provider in Austria.

11.5 During the warranty period as stated in Art. 11.1 the Service Provider shall bear the costs for the necessary parts / components to be repaired or replaced at construction site. Client shall bear the costs for transport and import of these necessary parts / components. Upon Service Provider's request, Client shall immediately send any defective component, which is replaced by Service Provider, at its own costs to Service Provider, at Service Provider premises in Austria. The replaced components shall become Service Provider's property.

11.6 Warranty is due independent as to whether the defect already existed at the time of handed over or not. The rule on presumption in accordance with § 924 of the Austrian General Civil Law Code is precluded.

- 11.7 The warranty obligation does not apply to defects that arise due to non-compliance with applicable operating conditions, service and maintenance conditions, improper treatment, inappropriate maintenance, inappropriate use, or normal wear. Warranty does not extend to defects due to force majeure, excessive soiling, fire and other external impact.
- 11.8 The warranty obligation shall cease if a person not expressly authorized by Service Provider makes any changes and/or repairs on the delivered or assembled system. This shall not apply if the repair was carried out by a qualified person and the Client proves that the repair is not the cause of the subsequent defect.
- 11.9 If Service Provider has fitted components provided by Client, Service Provider's warranty obligation shall only extend to the fitting work but not to the components/the material. Service Provider shall not be obliged to examine the component provided by Client/the material provided by Client for its fitness. However, Service Provider's duty to warn regarding obviously unfit components/materials shall continue to apply.
- 11.10 If components must be disassembled and assembled for improvements pursuant to Art. 11.5, Client shall bear the costs thereof, if the assembly or maintenance was not part of the contract.
- 11.11 The warranty period for repaired or replaced components or for improvement work shall be 6 (six) months, in any event, as of the making of the improvement or the replacement, without the foregoing restricting Art. 11.1. The rule on presumption according to § 924 of the Austrian General Civil Law Code shall be precluded.
- 11.12 Client shall bear the costs for downtime, loss of business, loss of revenue, any penalties, loss of profit or any other indirect or consequential loss or damage itself.

12 DAMAGES

12.1 The mere appearance of a defect within the period indicated in Art. 11.1 does not give rise to a breach of contract.

12.2 Defectiveness:

Service Provider shall not have any obligation to damages, in addition to the warranty obligation, for any defects of the deliveries or performances.

12.3 Consequential Damage of Defects:

12.3.1 Service Provider shall not be liable for any damage that was impossible to anticipate as a possible consequence of a breach of contract at the time of entering the contract.

12.3.2 Outside the scope of the Austrian Product Liability Act (Produkthaftungsgesetz), Service Provider is only liable where intention or gross negligence of Service Provider can be proven, and only in accordance with legal provisions.

12.3.3 Service Provider's liability for slight negligence and compensation for consequential damage, damage for purely pecuniary damage, indirect damage, loss of production, financing expenses, cost of replacement energy, loss of energy, data or information, lost profit, savings not made, loss of interest and damage arising from third-party claims against Client shall be excluded.

- 12.3.4 All claims for damages shall be excluded in the event of any conditions for assembly/maintenance, commissioning, and use (as may be contained, e.g., in operating instructions) or requirements for admission or approval by the authorities not being met by Client.
- 12.3.5 If penalties are stipulated, any claims in excess thereof which are based on the same grounds as such penalties shall be excluded.
- 12.4 The liability of Service Provider is generally limited to twice the contractual amount as agreed between the Parties on the date of entering the contract, however with the maximum insurance coverage for the respective damage. All possible legal liability claims of Client are compensated with this cap; the monetary cap is not pledged in addition to the legal liability.
- 12.5 All claims of Client against Service Provider, on whatever legal grounds and under whatever title, shall be governed by the provisions of Art. 12 with final effect and such provisions shall also apply to all of Service Provider's employees, sub-Service Providers and sub-suppliers.
- 12.6 Product Liability

The delivered item provides only the safety that may be expected based on the respectively valid admission regulations, acceptance tests and operating regulations.

13 TERMINATION

- 13.1 Each Party may terminate the Contract by written notice to the other Party due to the following reasons:
- a) The other Party breaches an essential term or condition of the contract by an act or omission and does not remedy such a breach within a grace period of 14 (fourteen) days.
 - b) The other Party or its parent company is or becomes insolvent or bankrupt.
 - c) The other Party or its parent company stops or suspends its operation, or sells a substantial part of its business, or a trustee or liquidator is appointed for a part or all of the assets of the other Party or its parent company.
- 13.2 Client may terminate the contract by written notice to Service Provider if Service Provider does not perform the services, especially assembly/maintenance as agreed in the contract. The same applies if Service Provider, upon request of Client, does not provide adequate evidence in a timely manner that it is capable of acting. A termination is only valid if Service Provider does not remedy the breach within a grace period of 14 (fourteen) days.
- 13.3 Service Provider may terminate the contract by written notice to Client if Client does not pay a contractual invoice when due and does not remedy such breach within a grace period of 14 (fourteen) days.
- 13.4 In case of termination due to Art. 13.1, 13.2 or 13.3 Service Provider shall be paid immediately for all contractual services, which were delivered or performed until termination to the satisfaction of both Parties. However, Service Provider shall also be entitled to demand that products and/or parts thereof already delivered shall be returned.

- 13.5 The termination is effective from the day which the terminating Party states in the termination notice (which may not be prior to the date of the termination notice; in case no date is mentioned the termination is effective from the day the other Party receives the written notice).

14 FORCE MAJEURE

- 14.1 Service Provider shall be released from its responsibility for full or partial non-performance of its obligations if such non-performance is the consequence of a Force Majeure event, including but not limited to: flood, fire, earthquake and other natural disasters, war or military operations, resolutions or decrees of the government in country of deployment, confiscation, embargo, prohibition of foreign-currency transfers, riot, absence of means of transport, sinking of ship, plane crash, general dearth of supply goods, or restrictions of energy consumption.
- 14.2 Each Party shall immediately inform the other Party about the existence of such a Force Majeure event to prevent the enlarging of any loss. The consequences of such a Force Majeure event regarding the obligations of the Parties are determined by Art. 4 and 10. Immediately upon cessation of the Force Majeure event each Party shall take all necessary steps to resume performance of its obligations.
- 14.3 If a Force Majeure event lasts for a period of 90 (ninety) consecutive days, either Party may terminate the contract by giving 30 (thirty) days prior written notice.
- 14.4 Any amount due by Client to Service Provider in accordance with the contract prior to the date of occurrence of Force Majeure shall be paid independently of occurrence of said Force Majeure. If any such circumstance directly affects fulfilment of the obligations in time stipulated by the contract, this term should be shifted adequately for the validity period of the corresponding obligation.

15 QUALITY, SAFETY & ENVIRONMENT

Client shall provide records or other documents which shall prove that Clients operates according to the quality management system ISO 9001, the safety management system ISO 45001 and the environmental management system ISO 14001, or a similar system.

16 NON-DISCLOSURE

- 16.1 Within the scope of these General Terms and conditions the Parties may exchange Confidential information.
- 16.2 Confidential information in terms of these General Terms and Conditions shall be all documents and files transferred and disclosed for services by one of the Parties in the context of these General Terms and Conditions. This especially applies to technologies and information contained in the data.
- 16.3 Information
- a) that has been generally know at the signing of the Contract,
 - b) that has become generally known later but not because of a breach of confidentiality,
 - c) that has been received by a third party entitled to transfer the information, or

d) on which the parties agree in writing that it is not confidential

is not considered confidential.

- 16.4 The Parties hereto, especially their employees, shall treat confidential information strictly confidential. Confidential information shall only be used, if necessary, to implement the Parties obligations.
- 16.5 Each Party hereto shall indemnify and hold harmless each other against all damages caused by the breach of this obligation.
- 16.6 In the event of any breach of secrecy, the Party concerned shall be informed immediately in writing.

17 CONFIDENTIAL PERSONAL INFORMATION & DATA STORAGE

- 17.1 All rights to the data, which a Party provides to the other Party for performance of the contract, remain with the delivering Party. The receiving Party may use the documents and all related information only to fulfil the contract.
- 17.2 Client declares its express consent to the storage of all data (e.g. plans, drawings, technical documents, software) relevant to the business relationship and processing of the orders placed and/or to the delivery commitments.
- 17.3 Any personal data that is transmitted shall be stored and used exclusively for the purpose of processing the contractual relationship and, if necessary, shall also be forwarded to participating cooperation partners/ vicarious agents as part of the performance of the contract, insofar as this is necessary for the fulfilment of the contract. The Client consents to this. The provision of personal data is therefore voluntary. The Client has the right to have personal data deleted at any time (right of cancellation).
- 17.4 The data shall not be made available to any uninvolved third party.
- 17.5 To the extent that personal data is stored or otherwise processed, such storage or processing shall be performed in compliance with the relevant data protection laws.

18 PLACE OF JURISDICTION, APPLICABLE LAW, PLACE OF PERFORMANCE

- 18.1 These Terms and Conditions and all rights and obligations under contracts between Client and Service Provider shall exclusively be governed by and construed in accordance with the laws of Austria.
- 18.2 The Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980, Federal Law Gazette 1998/96, shall expressly be precluded.
- 18.3 All disputes shall be settled by negotiations between the Parties. If the Parties do not come to a settlement within 3 (three) months, the dispute shall be submitted to the exclusive jurisdiction of the court with competences for Service Provider's principal place of business. Service Provider may, however, also resort to another court with jurisdiction for Client.
- 18.4 The contracting Parties may also agree that an arbitral tribunal has jurisdiction.

18.5 Service Provider's principal place of business shall be the place of performance for deliveries and payments, also if the transfer is agreed to be in a different place.

19 FINAL PROVISIONS

19.1 There are no oral side agreements. Modifications of or amendments to these General Terms and Conditions and/or to the contract and/or annexes hereto or to the contract shall be effective only if made in writing; this shall also apply to any waiver of this requirement.

19.2 If any of the provisions of these General Terms and Conditions is or becomes invalid, the validity of the remaining provisions hereof shall not be affected thereby.

19.3 The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended purpose of the invalid provision in economic and commercial terms.

19.4 A change of these General Terms and Conditions will not negatively affect an existing pricing which is advantageous for Client.

19.5 In the event of any contracts or the General Terms and Conditions being drawn up by us in German and in a different language, the German version shall prevail.

LCS Cable Cranes GmbH & LCS Pipelines GmbH, August 2024