

1. Definitions

In these General Conditions, the following terms shall have the meanings hereunder assigned to them:

- 1.1. "Contract": the agreement between the parties concerning Services, concluded by the Supplier's acknowledgement in writing of Purchaser's purchase order, which shall be deemed to incorporate these General Conditions and all appendices, including agreed amendments and additions in writing to the said documents.
- 1.2. "in writing": a physically or electronically embodied form of text communicated by one party to the other by letter, fax or electronic means (including email).
- 1.3. "Equipment": the specific object (objects), on which Services are to be performed under the Contract.
- 1.4. "Services": work performed by Supplier on site and/or in the Supplier's plant as specifically agreed in the Contract including but not limited to any or all of the following: inspections, fault tracing, overhauls, repairs, remedial work, functional verification, assistance at testing, supply and replacement of spare parts, installation work, commissioning services, and/or technical assistance (including, as the case may be, technical assistance provided via means of telecommunication or virtual reality).
- 1.5. "Supplier": RENK Test System GmbH.
- 1.6. "Purchaser": the customer ordering Services from the Supplier.

2. Contract Formation

- 2.1. These General Conditions apply to all Services provided by the Supplier to the exclusion of any other terms, except as otherwise agreed by the parties in writing. Purchaser's payment, or receipt of the Services without reservation shall be deemed acceptance of these General Conditions.
- 2.2. Unless expressly stated otherwise, all quotations are non-binding.
- 2.3. All information contained in general Services documentation and price lists shall be binding only to the extent that they are incorporated in the Contract in writing.

3. Performance of Services

- 3.1. Services shall be undertaken by the Supplier with proper skill and care.
- 3.2. Unless otherwise agreed, the Supplier shall only use parts of the original brand or parts of equivalent quality when carrying out the Services.
- 3.3. The Supplier shall not be liable for any defects in or damage caused by parts provided by the Purchaser to be installed or used by the Supplier in the performance of the Services.

4. Price and Payment. Payment in case of Non-Completion

- 4.1. Unless otherwise agreed in writing, the Services carried out by the Supplier shall be paid on a time and cost basis and the Supplier shall provide the Purchaser with a price estimate of the Services after fault tracing, but before undertaking any remedial or other work. The price estimate shall not be binding.
- 4.2. If the Purchaser at any stage chooses not to proceed the Contract for Services to be paid on a time and cost basis or if the Services are not carried out or completed due to any reason except for the Supplier's default, the Purchaser shall pay the Supplier for the Services and other work the Supplier has performed and still has to perform in order to wind up the Services at the Supplier's current rates, including without limitation fault tracing, establishing the price estimate, and any other documented costs incurred in performing and winding up such Services.
- 4.3. If a lump sum has been agreed upon, and if at any stage the Purchaser chooses not to proceed the Contract or if the Services are not completed for any reason except for the Supplier's default, the Purchaser shall pay the lump sum, after deduction of such costs which have not been incurred by the Supplier.
- 4.4. The Supplier's invoice for the Services shall specify the following items separately, unless a lump sum price has been agreed:
 - working time;
 - time and costs of travel, accommodation and reasonable expenses of personnel;
 - transportation costs;
 - costs of spare parts;
 - costs of other material which has been used;
 - any costs caused by delay not attributable to the Supplier;
 - other costs if any.
- 4.5. Payment shall be made within 30 days after the date of invoice. Unless otherwise agreed, the Contract price shall be paid in Euro (EUR).
- 4.6. Payment shall not be deemed to have been made before the Supplier has received payment.
- 4.7. If the Purchaser fails to pay by the due date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs (including legal fees). The rate of interest shall be as agreed between the parties or if none has

been agreed, it shall be 9 percentage points above the rate of the main refinancing facility of the European Central Bank per annum. The Supplier may in addition, after having notified the Purchaser thereof, until it receives payment, suspend its performance of the Contract and/or retain the Equipment and other property of the Purchaser, which may be in its possession. The Purchaser shall in case of such suspension compensate the Supplier for any additional costs incurred due to such suspension and resumption of the Services. If the Purchaser has not paid the amount due within three (3) months, the Supplier shall be entitled to terminate the Contract by notice in writing to the Purchaser and, in addition to the interest and recovery costs according to this Clause, to claim compensation for the loss it incurs.

5. Taxes

- 5.1. Except as agreed otherwise, prices are stated net of statutory turnover tax, sales tax, value-added tax or other similar taxes (hereinafter referred to as "turnover tax or similar taxes"). Any payable turnover tax or similar taxes shall be added to the prices. This shall not apply if the Purchaser is legally liable to pay the turnover tax or similar taxes and/or the reverse charge process is applicable. If the Purchaser's national legislation demands the application of the reverse charge procedure or any other simplified procedure which obliges the recipient of a supply or service to self-assessment or the withholding of turnover tax or similar taxes, the Purchaser shall be obliged to make such self-assessment and/or withholding and to pay the respective amount over to the competent fiscal authorities within the periods allowed. If the application of the reverse charge procedure or any other procedure is optional, Supplier will inform the Purchaser whether or not such a procedure is to be applied. The Purchaser shall support Supplier to the best of the Purchaser's ability in obtaining a tax exemption and/or satisfying the conditions of zero-rating. Upon Supplier's request, the Purchaser shall transmit to Supplier all documents requested by Supplier in this context within 14 calendar days (for instance, exemption certificates for supplies, evidence of intra-EU delivery or export certificates). If Supplier is obliged to pay turnover tax or similar taxes under this item due to the Purchaser's failure to comply with its duties, the Purchaser shall reimburse Supplier for such turnover tax or similar taxes, unless the Purchaser is not responsible for the violation of this duty.
- 5.2. The Purchaser and Supplier shall each be responsible for the payment of their own taxes on income.
- 5.3. Payments subject to tax withheld at source shall be governed by the following provisions:
 - 5.3.1. If the Purchaser is legally obliged to withhold taxes from the payment to be made to Supplier in the name and on behalf of Supplier and to pay the same over to the local fiscal authority, the Purchaser shall be responsible for complying with this obligation. If the Purchaser fails to comply with this obligation and fails to withhold and pay such tax over to the fiscal authorities in whole or in part, the Purchaser shall compensate Supplier for any loss resulting from a subsequent tax claim, unless the Purchaser is not responsible for the violation of this duty. Supplier shall be responsible for satisfying the formal conditions of a possible reduction of the withholding tax rate (if applicable down to zero-rating). Any required applications and residence certificates shall be provided by Supplier. The Purchaser shall support Supplier to the best of its ability in obtaining a reduction of the withholding tax (if applicable down to zero-rating).
 - 5.3.2. If (a) a double taxation agreement ("DTA") exists between Germany and the country of residence of the Purchaser or the country in which the activities are carried out by Supplier, and (b) the conditions for a reduction of the withholding tax (if applicable down to zero-rating) are satisfied under the applicable DTA, the Purchaser may only retain the maximum withholding tax amount specified by the applicable DTA from the payments to Supplier. If the conditions under (a) and (b) are not satisfied, the Purchaser may only withhold the withholding tax at the rate applicable under the national law of the country of residence of the Purchaser or the country in which the activities by Supplier are carried out and shall pay the same over to the local fiscal authorities in the name of Supplier and in a timely manner.
- 5.4. The Purchaser shall promptly send Supplier a proper tax certificate on the transfer of the tax withheld at source in Supplier's name. If the proper tax certificate is not sent or is not sent in due time, the Purchaser shall bear any and all tax disadvantages resulting for Supplier from the omitted or delayed provision of the official tax certificate, unless the Purchaser is not responsible for the violation of this duty.

6. Confidential Information

- 6.1. All non-public, confidential or proprietary information ("Confidential Information") disclosed by one party to the other (whether before or after the formation of the Contract) relating to the Services, the Contract or the business of the disclosing party, shall remain the property of the disclosing party and the disclosing party reserves all proprietary, copyright, patent and other intellectual property rights therein. The receiving party shall refrain from acquiring Confidential Information by observing, studying, disassembling, testing or reverse engineering of any products, spare parts, software or other tangible objects provided by disclosing party under the Contract.
- 6.2. Confidential Information received by one party shall not, without the prior written consent of the other party, be (a) used for any other purpose than the one for which it is provided, and (b) communicated to any third party. The receiving party shall inform the disclosing party without undue delay of any unauthorized disclosure or use of Confidential Information (e.g. as a result of an information security incident) and shall reasonably assist the disclosing party in the recovery and prevention of any further disclosure or distribution of such Confidential Information.

7. Purchaser's Obligations

- 7.1. If the Services are to be carried out at the premises of the Purchaser, the premises where the Equipment is located, or any other site away from the Supplier's own premises, the Purchaser shall ensure that:
 - 7.1.1. the Supplier's personnel are able to start work on the agreed date and to work during regular working hours. Provided that the Purchaser has been given reasonable advance notice in writing, work may be performed outside regular working hours to the extent deemed necessary by the Supplier;
 - 7.1.2. the Purchaser has given timely notice informing the Supplier in writing of all relevant safety regulations in force at the premises where the Services are carried out;
 - 7.1.3. all health and safety measures required by law or reasonably required by the Supplier are taken before and during the time the Services are carried out, provided that the Supplier shall be under no obligation to carry out Services in an environment which it considers to constitute a risk to the health and/or safety of its personnel;
 - 7.1.4. the Supplier's personnel are able to obtain suitable accommodation according to normal business standards which is reasonably close to the premises where the Services are carried out and which include access to internationally acceptable hygiene facilities and medical services;
 - 7.1.5. the Purchaser has made available to the Supplier free of charge at the proper time at the premises where the Services are carried out all necessary cranes, lifting equipment, equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as measuring and testing instruments. The Supplier shall specify in writing its requirements concerning any of the foregoing in good time before the agreed date for starting the Service;
 - 7.1.6. the Purchaser has made available to the Supplier free of charge adequate office facilities at its premises, equipped with telephone and internet access;
 - 7.1.7. the Purchaser has made available to the Supplier free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the Services and the personal effects of the Supplier's personnel; and
 - 7.1.8. the access routes to the place where the Services are to be carried out are suitable for the required transport of the Supplier's personnel and equipment.
- 7.2. The Purchaser shall give all necessary assistance for the import and re-export of the Supplier's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.
- 7.3. The Purchaser shall give all necessary assistance free of charge to ensure that the Supplier's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Purchaser's country, as well as access to the premises where the Services are carried out.

8. Purchaser's Delay

- 8.1. The Purchaser shall immediately notify the Supplier if it cannot let the Supplier carry out the Services at the agreed time. Any agreed time for completion of the Service shall then be extended as necessary having regard to all relevant circumstances. The Purchaser shall reimburse the Supplier for any additional costs that the latter incurs due to delay in carrying out the Services which is not attributable to the Supplier, including but not limited to costs for:
 - Waiting time and time spent on extra journeys;
 - costs and extra work resulting from the delay, including without limitation for removing, securing and setting up the Equipment or any equipment required for the performance of the Services;
 - additional costs as a result of the Supplier having to keep its equipment required for the performance of the Services at the Purchaser's premises longer than expected;
 - additional costs for journeys and board and lodging for the Supplier's personnel;
 - additional financing costs and costs of insurance;
 - any other documented costs incurred by the Supplier as a result of changes in the schedule for performing the Services not being attributable to the Supplier.

- 8.2. The costs for each of the foregoing items shall be reimbursed as incurred. If, however, any price list currently applied by the Supplier covers the situation, such price list shall be applicable.

9. Supplier's Delay

- 9.1. If the Supplier for reasons attributable to it, fails to complete the Services by the agreed time, the Purchaser may by notice in writing to the Supplier fix a reasonable final period for completing the Services, which shall not be less than one week. If the Supplier for reasons attributable to the Supplier fails to fulfil its obligations within such final period, the Purchaser may terminate the Contract by notice in writing to the Supplier and may itself carry out or employ a reasonably skilled third party to carry out the necessary work.
- 9.2. Where such work has been undertaken by the Purchaser or a third party pursuant to Clause 9.1., the Supplier shall reimburse the reasonable costs thereof incurred by the Purchaser as well as any remuneration already paid by the Purchaser to the Supplier pursuant to Clause 4.1. related to such part of the Services which proved to be of no benefit to the Purchaser, the aforementioned payments being in full settlement of the Supplier's obligations with regard to the failure to complete the Services by the agreed time.

10. Risk of loss and damage to Equipment

- 10.1. The risk of loss or damage to the Equipment while carrying out the Services shall be borne by the Purchaser, unless such loss or damage is due to the Supplier's negligence.
- 10.2. Unless otherwise agreed, necessary transport of the Equipment or parts thereof to and from the Supplier in connection with the Services shall be at the risk and expense of the Purchaser. The Purchaser shall follow the Supplier's instructions regarding such transport.
- 10.3. Where the Purchaser is in delay in taking delivery of the Equipment after the completion of the Services, the Supplier shall arrange for suitable storage at the Purchaser's risk and expense.

11. Technical Documentation

The Purchaser shall timely provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in its possession, which is relevant for carrying out the Services and shall ensure that such technical documentation is complete and accurate in all material aspects.

12. Testing after Service

The responsibility for any tests as are reasonably required in order to ascertain that the Services have been successfully completed shall be with the Purchaser, unless otherwise agreed in writing.

13. Liability for defects

- 13.1. The Supplier warrants that (i) the Services are provided with a degree of skill and care as can be considered customary in the Supplier's industry, and that (ii) any spare parts provided by the Supplier when performing the Services are free from defects in design, material and workmanship. Any failure of the Services and any spare parts provided by the Supplier when performing the Services to conform to this warranty, subject to Clause 13.2, is hereinafter referred to as "Defect(s)".
- 13.2. The Supplier shall not be liable for Defects or damage arising out of:
 - 13.2.1. material provided or a design specified by the Purchaser;
 - 13.2.2. the Equipment; or
 - 13.2.3. being otherwise due to circumstances, which are not attributable to the Supplier, such as without limitation incorrect use of the Equipment, inadequate maintenance, incorrect installation, unauthorized repairs or alterations, normal wear and tear or deterioration or incorrect storage.
- 13.3. The Supplier's liability shall be limited to Defects, which appear within a warranty period of twelve (12) months from the completion of the Services.
- 13.4. The Purchaser shall promptly notify the Supplier in writing of any Defect, which appears, including a description of such defect.

If the Purchaser fails to notify the Supplier in writing of a Defect promptly, the Supplier shall not be liable for the Defect. Where the Defect may cause damage, the Purchaser shall immediately inform the Supplier in writing. The Purchaser shall bear the risk of damage to Purchaser's or any third parties' property, including the Equipment, resulting from its failure so to notify. The Purchaser shall take reasonable measures to minimize damage and shall comply with any related Supplier instructions.

- 13.5. On receipt of the notice under Clause 13.4, the Supplier shall at its own cost remedy the Defect within reasonable time, as applicable and in the reasonable discretion of the Supplier, by re-performing the defective Service and/or repairing or replacing any defective spare parts provided by the Supplier when performing the Services. The time for the remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.
- 13.6. Remedial works performed under warranty shall be carried out at the place where the Equipment is located, unless the Supplier deems it more appropriate that the Equipment be sent to a destination specified by it. If the remedial works can be performed by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may require that the defective part is sent to a destination specified by it. In such case, the Supplier shall have fulfilled its obligations in respect of the Services when it delivers a duly repaired part or a replacement part to the Purchaser.
- 13.7. The Purchaser shall at its own expense provide access to the Equipment and arrange for any intervention on components except for the Equipment, to the extent necessary for the Supplier to perform the remedial works.
- 13.8. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the Defect caused by the Equipment being located in a place other than the place of performance of the Services.
- 13.9. If the Purchaser has given such notice as mentioned in Clause 13.4 and no Defect is found for which the Supplier is liable, the Purchaser shall reimburse the Supplier for its costs resulting from the notice.
- 13.10. If the Supplier does not fulfil its obligations under Clause 13.5 within a reasonable time, the Purchaser may by notice in writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week.
- 13.11. If the Supplier fails to fulfil its obligations within such final period, the Purchaser may itself carry out or employ a third party to carry out the necessary remedial work at the risk and expense of the Supplier.
- 13.12. Where successful remedial work has been undertaken by the Purchaser or a third party as stipulated under Clause 13.11, the Supplier shall reimburse the reasonable costs incurred by the Purchaser for the remedial work in full settlement of the Supplier's liabilities for the said Defect.
- 13.13. Where the Defects have not been successfully remedied, as stipulated under Clause 13.11:
 - 13.13.1. the Purchaser shall be entitled to a reduction of the Contract price in proportion to the reduced value of the Service, or
 - 13.13.2. where the Defect is so substantial as to deprive the Purchaser of the benefit of the Contract as regards the Service, the Purchaser may terminate the Contract by notice in writing by a document signed by Purchaser to the Supplier. The Purchaser shall then be entitled to compensation for its loss, costs and damages within the limitations provided for in Clause 17.
- 13.14. Except as provided in Clauses 13.1 -13.13, the Supplier shall not be liable for Defects.

14. Anticipated non-performance

Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of its obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform its obligations. A party suspending its performance of the Contract shall forthwith notify the other party thereof in writing.

15. Force Majeure

- 15.1. Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any circumstance beyond the control of the parties including, without limitation, fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.
A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract 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 formation of the Contract.

- 15.2. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice.
- 15.3. Either party shall be entitled to terminate the Contract by notice in writing by a document signed to the other party if performance of the Contract is suspended under Clause 15.1 for more than three (3) months.

16. Assignment, Subcontracting

Neither party may assign the Contract or any claims arising therefrom to a third party. The Supplier may, however, subcontract performance of the Services or any part thereof to a third party. Such subcontracting shall not in any way affect the Supplier's obligations under the Contract.

17. Limitation of Liability

- 17.1. Notwithstanding any other provision in these General Conditions or the Contract, whether by way of indemnity or by breach of contract, statutory duty, tort, negligence, or otherwise, and whatever the cause thereof: a) Supplier shall not be liable for loss of production, loss of profit, loss of use, loss of contracts, loss of data, or for any special, consequential or indirect loss or damage of any nature whatsoever in connection with the Contract, and (b) the total overall liability of the Supplier shall not exceed 100% of the Contract price.
- 17.2. The limitations or exclusions of liability provided in Clause 17.1 shall however only apply to the extent permitted by applicable mandatory laws and shall not apply in case of gross negligence or willful misconduct.

18. Disputes and applicable law

- 18.1. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitral proceedings shall be held in English.
- 18.2. The Contract shall be governed by the substantive law of Switzerland.