

General Service Conditions of Starkstrom-Gerätebau GmbH, Cast Resin Division

§ 1 Description of services and remuneration

- (1) The performance of typical maintenance work such as inspection, maintenance, repair and overhaul work on transformers and/or their components, as well as the performance of retrofit projects and electro-technical measurements (hereinafter referred to as "work"), outside the service workshops of Starkstrom Gerätebau GmbH ("SGB"), shall also be understood as "technical service". This service will be invoiced according to the offered service rates, unless an invoicing according to lump-sum expenses has been explicitly agreed upon. The disclosure of detailed individual items is not possible for lump-sum prices.
- (2) As a precautionary measure, SGB points out that any additionally required material/(spare) parts as well as further services which go beyond the agreed scope of the typical maintenance work must be ordered separately by the Customer and are not included in the lump sum price of the typical maintenance work. Additional costs incurred due to a breach of the Customer's duty to cooperate in the typical Maintenance Work, e.g. due to missing or inadequate preparations by the Customer, shall be the Customer's responsibility and shall be borne by the Customer.
- (3) Indicated prices are net prices; the respective applicable value added tax will be charged additionally.
- (4) Insofar as the work performed deviates so significantly from the work provided for in the contract that it is not reasonable to adhere to the lump sum price, SGB reserves the right to make a reasonable adjustment to the lump sum price that is reasonable for the client.
- (5) Unless otherwise agreed, services to be carried out shall be invoiced on the basis of the service rates agreed at the time the services are carried out.

§ 2 Execution of the services

- (1) For services on site, specialists (=SGB/service personnel, =service-providing specialist) are sent. Specialists are either trained employees of the SGB- Smit Group or specialists of a subcontractor commissioned by SGB.
- (2) Operations at night and on Sundays/holidays are only permissible in exceptional cases and to the extent permitted by law and require the consent of the professionals deployed.
- (3) The preferred language of communication of service-providing specialists is firstly German and secondly English. The Customer shall ensure that at least one of the two communication languages can be spoken or understood intelligibly at the place of service performance.
- (4) The Customer has the possibility to provide the specialist with an assistant of the Customer, if necessary. This may only be done if SGB has expressly given its consent. If approval has been granted, the Customer shall ensure personal skills, knowledge, qualification, equipment and "accident prevention education" in advance to a reasonable extent. The SGB specialist is

authorized to give instructions to the assistant, without the latter hereby being considered an employee of SGB.

- (5) The selection and number of service personnel to be deployed and any necessary employees depends on the type of work to be performed, the deployment location and the personnel available. The decision on the respective deployment must therefore be left to SGB. SGB service personnel are instructed not to carry out the work or to discontinue the work if the employees provided by the Customer do not have the required technical suitability, whereby the technical unsuitability is particularly indicated if the personal protective equipment (PPE) is not used or not used properly. Delays and additional costs resulting from the provision of technically unsuitable employees shall be the responsibility of the Customer and shall be borne by the Customer.

§ 3 Execution by third-party providers

- (1) SGB reserves the right to have services performed by third-party providers. The aim here is to complete the range of services agreed between the Customer and SGB in the required quality and time. Further agreements or business arrangements between the Customer and the third party commissioned by SGB are invalid. SGB shall in no case assume costs for unarranged, not written or unacknowledged follow-up orders from service providers.
- (2) Upon request, the Customer shall recommend to SGB a service provider qualified or shall support SGB in finding such a service provider free of charge who is sufficiently qualified to perform the required service.

§ 4 Duty to cooperate of the Customer

- (1) The Customer assures to always provide a contact person (also deputy) on his part in due time before and during the performance of the service. The person or the representative shall be named in advance and shall be locally present.
- (2) The Customer assures to proactively point out in advance any recognizable challenges that could indicate an extraordinary situation in the provision of services. SGB reserves the right to re-evaluate its offer and to pass on any resulting additional expenses. Exceptional circumstances concern influencing factors on/of machine, man and environment (Pollution, humidity, temperature, smell, work in special atmospheres, special locations (e.g. offshore), hazardous substances, radioactivity, magnetic fields, or other influencing factors).
- (3) The Customer, for its part, warrants that the technical arrangements necessary for the performance of the service will be made:
 - a. In the case of services on the device, this includes at least a stable power supply of 230V 50Hz; 1Ph, sufficient lighting, space, ventilation, temperature (about 20°C), as well as fresh water.
 - b. For the performance of training formats or technical coaching, this includes in particular a prepared room with sufficient seating, power supply, stable Internet access,

projector/board/whiteboard, which is accessible to the service-providing specialist at least 2 hours before the agreed appointment.

- c. For the performance of virtual training formats or technical coaching to be conducted online, this includes all necessary arrangements with regard to required software and hardware provision, as well as the functional production of all components still required for this.

(4) In particular, the Customer must ensure the following environmental conditions:

- a. Prior to performance of the service, at best in the course of his planning, the Customer shall check whether the ambient conditions, material or equipment to be brought in can be found or brought in at the place of performance in such a way as is required for the delivery in terms of its dimensional or functional characteristics and other properties (e.g. insertion openings vs. delivery of an already assembled transformer housing unit, etc.). Any conflicts arising from this examination shall be notified to SGB without delay. For illustration purposes, the Customer shall share meaningful documents with SGB in advance and in a timely manner.
- b. The Customer shall take the applicable legal and otherwise necessary measures at the transformer to protect against accidents (in particular, if applicable, erection of a scaffold, fastening possibility for the safety rope of the service personnel, railings, barriers, fire department operations for closures, etc.) as well as, if applicable, upon request, deliver to SGB the necessary Risk Assessments and related Method Statements in advance and in a timely manner. "Timely manner" in this context means the usual time frame required to read, understand, legally review and, if necessary, comment on the documents prepared by the Customer, including the possibility to revise them accordingly at least two times. However, the documents must be handed over to SGB at least two complete working weeks in advance.
- c. The Customer shall ensure that the performing specialist is enabled to work under safe conditions. In doing so, he ensures the physical integrity of the specialist. The customer shall ensure that all work by SGB service staff and/or employees on site is carried out on equipment that has been disconnected, secured against re-connection and that it has been verified as being dead (absence of voltage) by the customer or a specialist representing him, that it has been earthed and short-circuited and that appropriate protections (covers, safety fence) against adjacent live parts are in place (see DIN VDE 0105) The Customer shall take the necessary precautions for this at his own expense. SGB service personnel and employees do not perform any switching operations.
- d. If the commissioned specialist finds conditions on site that do not allow the execution of the activities or are even dangerous to health or life, he is allowed to stop the activities after consultation with the Customer. The costs incurred will be passed on to the Customer.
- e. The Customer is responsible for drawing attention to any hazardous substances present and that these are demonstrably within the limits permitted by law (e.g. for PCBs). He is responsible for ensuring that no special personal protective equipment needs to be used by our service personnel when handling hazardous substances of any kind. SGB does not

assume any responsibility for the work safety of external personnel provided unless there is intent or gross negligence on the part of SGB service personnel. In the event of work interruptions for which SGB is not responsible, the Customer shall bear the costs incurred as a result.

- f. The Customer shall ensure proper access to the site and establish all necessary arrangements for this. Necessary processes and paperwork for this shall be borne by the Customer.
 - g. If material for the fulfillment of the service is provided / dispatched in advance, it must be positioned by the Customer within reasonable reach of the service provision point before the arrival of the specialist providing the service. This storage place does not interfere with the material to be provided for the service (e.g. by influences or impacts from the outside).
 - h. The Customer shall reserve a parking space for the arriving specialist in the immediate vicinity of the place of performance. The Customer shall make the necessary arrangements (e.g. access authorizations, etc.).
 - i. The specialist providing the service has free access to social rooms and sanitary facilities in the immediate vicinity of the place where the service is provided.
 - j. At the place of performance there is sufficient space in the sense of freedom of movement to carry out the commissioned activities, as well as any necessary tools and aids.
 - k. Upon request, the Customer shall provide SGB with any necessary access and/or transport equipment (ladder, relay, working platform, crane, forklift, etc.) free of charge. Should additional transportation or use authorization requirements be necessary for the use of required equipment, the Customer shall provide appropriately qualified personnel with execution authorization to assist. Any costs incurred in this connection shall be borne by the Customer.
 - l. The Customer shall ensure that in the event of an accident at work, "first aid" is provided immediately and that any necessary medical care is arranged without delay. The Customer shall be liable for any non-compliance with statutory provisions.
 - m. The Customer shall also be responsible for ensuring that any hygiene regulations are complied with and shall inform SGB service staff in good time in advance of any regulations or necessary precautions to be taken on site or implement these on site at no cost to SGB. Any additional time or costs incurred as a result shall be borne by the Customer.
- (5) Unless otherwise agreed, the Customer shall be responsible for the disposal of waste and hazardous waste generated in the course of the performance of the services.
- (6) The Customer shall inform SGB in good time, but no later than two working weeks before the start of the service provision, which instructions, proofs, instructions or other necessary precautions may be required or must be taken by the Contractor. SGB reserves the right to pass on the corresponding costs to the Customer depending on the expenditure. If no special briefings, proofs, instructions, or other necessary precautions are requested, we assume that the specialists

have all the authorizations required for their work or that the necessary precautions have been taken. Later demands, on site will be charged with additional expenditure.

- (7) All expenses incurred due to a violation by the Customer of the measures and conditions stipulated in Paragraph 3 lit. a. to m. shall be borne by the Customer. The same applies to expenses for delays due to necessary waiting times or measures and/or materials to produce the work situation defined above.

§ 5 Cancellation

- (1) In the event of cancellation by the client up to the time of completion of the work, SGB may demand a lump-sum remuneration for the part of the work not yet performed in the amount of 25% of the agreed remuneration attributable to the part of the work not yet performed. The client is at liberty to prove that the claim to remuneration to which SGB is entitled is significantly lower than the lump sum or does not exist.

§ 6 Liability and limitation

- (1) SGB is liable without limitation only for intent and gross negligence (also of our legal representatives and vicarious agents) as well as for injury to life, body and health. SGB shall also be liable without limitation for the provision of guarantees and assurances if a defect covered by such guarantees or assurances triggers the applicable liability.
- (2) There shall also be no limitation in the case of liability arising from strict liability offenses (in particular under the Product Liability Act).
- (3) In the event of any other culpable breach of material contractual obligations, our remaining liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations are essential contractual obligations, i.e. those obligations which give the contract its character and on which the contractual partner may rely; these are thus the essential rights and obligations which create the conditions for the fulfillment of the contract and are indispensable for the achievement of the purpose of the contract.
- (4) In all other respects, liability - irrespective of the legal grounds (in particular claims arising from the breach of main and ancillary contractual obligations, tort and other tortious liability) - shall be excluded. This exclusion also applies to our legal representatives and vicarious agents. A reversal of the burden of proof is not intended.
- (5) Claims for defects shall become time-barred one year after acceptance of the typical maintenance work. The work performed shall have no influence on the warranty period with regard to the liability for material defects of the sales product.
- (6) SGB's service personnel are not authorized to make any binding promises with regard to warranty issues or to make any further-reaching acknowledgments of liability; such arrangements require written confirmation from SGB.

§ 7 Certification

The Technical Service of Starkstrom Gerätebau GmbH is certified according to DIN EN ISO 9001 Quality and DIN EN ISO 14001 Environment.

§ 8 Terms of payment

Invoices of SGB are payable 30 days after the invoice date and execution of the work without deduction, unless otherwise agreed. For all work, deliveries and services of SGB, these "General Service Conditions of Starkstrom Gerätebau GmbH" apply exclusively in their currently valid version, as well as the conditions of Orgalime S 2021 (Brussels, March 2012) as a subordinate supplement.

Regensburg, October 04, 2022

SGB Starkstrom-Gerätebau GmbH
Regensburg, Cast Resin Division

Attachments:

- Conditions of the Orgalime S 2021.
- If necessary:
- Applicable service rates