

**Terms and Conditions for Advising, Training and Supporting the Customer
in the Installation of Products**

**of Brandenburger Isoliertechnik GmbH & Co. KG
Taubensuhlstraße 6, 76829 Landau/Pfalz, Germany**

1. Scope of Application

(1) The parties to the contract are Brandenburger Isoliertechnik GmbH & Co. KG, registered in the commercial register of the local court of Landau under HRA 1684 (hereinafter “We”), and the customer.

(2) These terms and conditions are intended for incorporation in contracts relating to the performance by us of advisory, training (section 2.1 below) and support (section 2.2 below) services for the customer within the scope of the installation of products in return for the agreed remuneration (section 4).

(3) We will perform our advisory, training and support services for the customer concerning installation on the basis of the law of the contracts for services in accordance with these terms and conditions and independently of a purchase contract to be concluded separately in relation to our products. Our General Terms and Conditions for Goods and Services do not apply for advisory, training and support services.

(4) Our offers and Our Services are directed solely at entrepreneurs as well as legal entities under public law and special funds under public law. The scope of Our Services is determined by the service description applicable at the time of the offer and the other contract elements, in particular these Terms and Conditions. Service descriptions do not constitute any guarantee or warranty of characteristics of Our Services.

(5) Terms and conditions of the customer or of a third party which differ from these Terms and Conditions will not become an element or content of the contract, not even by our silence or if We refer to declarations of the customer which contain or refer to terms and conditions of the customer or of a third party, and not even if We accept an offer of the customer without reservation, perform services without reservation or accept payments from the customer without reservation. Deviating individual contractual agreements remain reserved.

2. Our Services

We will only be obliged to perform advisory, training and support services concerning the installation of products by the customer (“Our Services”) if We have expressly agreed this with the customer. Application of the following provisions presupposes that such an agreement has been concluded.

Unless expressly agreed otherwise, We will only be obliged to perform Our Services in relation to products which the customer acquired from us.

2.1 Advice and Training

(1) Performance of the advisory or training services requires the agreement of a period of time within which We are obliged to perform these services. Unless agreed otherwise with the customer, We will have the right to choose to perform the advice and training remotely (e.g. virtually using common video conference systems) or at a particular location (e.g. the customer's premises).

(2) The customer is obliged to make the customer-specific information that We require for Our Services available to us in advance, in particular the site, plant and machine-specific data of relevance for installation of the products.

(3) The object of the advice and training is solely our products and their installation. Where our products are to be installed in machines of the customer or of third parties or otherwise connected with other objects, Our Services will not extend to these machines and other objects. We will employ our best efforts and knowledge to provide the training or advice in order to communicate to the customer's employees the information that is relevant for the installation of our products. However, no particular success is owed.

(4) Unless agreed otherwise with the customer, Our Services relate to the following aspects of relevance for the installation of our products:

- Material properties of the products
- Attachment system
- Recommendations for preparatory work and installation process
- General information on typical errors in installation

2.2 Support for the Customer during Installation

(1) Unless expressly agreed otherwise, We will only be obliged to perform support services during installation if We have expressly agreed this with the customer and they relate to products which the customer acquired from us.

(2) The customer will perform installation of the products under its own responsibility using suitable personnel and shall appoint a project manager who will be available to us for the duration of the preparation and installation of the products. Further details are set out under section 3 (Customer's Responsibilities and Cooperation Services). We will employ our best efforts and knowledge to support the customer in installation to the contractually agreed extent, but We will not owe installation success.

(3) Unless a particular type of support service has been agreed with the customer, We will have the right to choose to perform the support services remotely (e.g. virtually using common video conference systems) or at the place of installation.

(4) Unless agreed otherwise with the customer, during installation of the products our support will comprise the following services, whether remotely or on site:

- Advice on preparation of the products for installation (e.g. cleaning)
- Communication of installation recommendations
- Support for the execution of installation by the customer
- Availability in the event of queries from the customer

(5) The contractual and in particular timely performance of our support services presupposes fulfilment of the responsibilities of the customer and its contractual and in particular timely performance by the customer of the necessary cooperation services (see also section 3) at its own expense. If the customer does not fulfil its responsibilities and perform its cooperation services, or does not do so according to contract, our obligation to perform support services will lapse to the extent and for the period in which their performance is dependent on the prior fulfilment of responsibilities and performance of the customer's cooperation services. The customer will bear any disadvantages and additional costs to the extent that these result from the customer's failure to fulfil its responsibilities or perform its cooperation services.

2.3 Rights of the Customer in the case of non-contractual Performance

Unless expressly agreed otherwise, the rights of the customer in the case of non-contractual performance will be governed by the statutory provisions of the law of the contracts for services. Claims of the customer to compensation

for losses and expenses due to non-contractual performance are limited in accordance with section 5 of these terms and conditions.

2.4 Termination

Unless We have agreed otherwise with the customer, the contract is of indefinite duration and each party will have the right to terminate the contract ordinarily with effect at the end of any calendar month, observing a notice period of one week. If We agree a particular term for performance of the services or a particular time limit for performance of the services, the contract will end at the end of the term or end of the time limit. In this case there will be no right of early ordinary termination. This shall be without prejudice to the right of extraordinary termination for good cause. Notice of termination must be given in writing in order to have effect. The existence of the contract to perform advisory, training and support services shall be without prejudice to the existence of the purchase contract.

3. Customer's Responsibilities and Cooperation Services

(1) The customer shall perform the installation of our products under its own responsibility and using suitable personnel who have the necessary experience and specialist knowledge, and using suitable equipment. The customer must provide all items required for installation (e.g. tools, fixtures etc.) at its own expense.

(2) On conclusion of the contract or immediately thereafter, the customer shall nominate a suitably qualified contact person as project manager who, for at least the duration of Our Services,

aa) will be available on the installation site within the usual times in which installation is being carried on;

bb) can take or bring about the necessary decisions without delay; and

cc) is authorised to make and to receive binding declarations concerning installation with effect for and against the customer.

(3) The customer shall take the necessary measures to protect people, in particular our personnel, and property at the place of installation. In the case of on-site support, the customer shall inform our personnel of existing safety precautions and potential hazards to the extent that these are of significance for our personnel.

(4) In the case of on-site support, the customer shall ensure that the place is suitable for installation and that our personnel have unhindered access to this site. It shall also make suitable sanitary facilities (incl. WC and showers) and changing rooms available to our personnel.

4. Remuneration

(1) Unless expressly agreed otherwise for some or all of the services, e.g. a fixed price, the customer shall pay us the remuneration agreed for our respective services according to the time spent. The amount of the remuneration according to time will be calculated on the basis of the time spent, the employees deployed according to the contract and the daily or hourly rate agreed for the respective employees. If the amount of a remuneration is not expressly agreed, the remuneration that We offer third parties for comparable services ("List Price") will be deemed agreed.

(2) The currency is the euro. All figures given for the amount of the remuneration or prices are exclusive of VAT at the prevailing rate unless the sale is exempt from VAT. All payments are to be made within thirty calendar days after performance and receipt of the invoice by the customer.

(3) The customer can set off its claims against claims of ours without contractual restriction in accordance with statutory provisions to the extent that its claims are undisputed, have been declared final in a court of law or are ready for adjudication or are mutually related to our claims or continue such a mutual relationship, e.g. to the extent that the customer has claims against us based on defects. If this is not the case, set-off by the customer is excluded.

(4) The customer can only assert a right of retention vis-à-vis a claim of ours if its counterclaim is based on the same contractual relationship as our claim.

5. Liability

(1) We will be liable without contractual restriction in accordance with statutory provisions

a) for intent;

b) for losses to the extent that these are founded on the absence of a quality of goods or the performance of a work for which We gave a guarantee or to the extent that We maliciously failed to disclose a defect in goods or the performance of a work;

c) for losses arising from loss of life, physical injury or damage to health which are founded on an intentional or negligent breach of duty by us or otherwise on the intentional or negligent conduct of a legal representative or vicarious agent of ours;

c) for losses other than those listed under c) above which are founded on an intentional or negligent breach of duty by us or otherwise on the intentional or grossly negligent conduct of a legal representative or vicarious agent of ours;

e) according to the German Product Liability Act (Produkthaftungsgesetz), the General Data Protection Regulation (Datenschutz-Grundverordnung) or the Federal Data Protection Act (Bundesdatenschutzgesetz).

(2) In cases other than those listed in section 1, our liability will be limited to compensation for the foreseeable loss typical for such a contract to the extent that the loss is founded on a negligent breach of essential duties by us or by a legal representative or vicarious agent of ours. Essential duties are such duties the fulfilment of which is a prerequisite for performance of the contract and on the observance of which the customer may and does routinely rely.

(3) In cases other than those listed in sections 1 and 2, our liability for negligence will be excluded.

(4) This is without prejudice to the objection of contributory negligence.

(5) These provisions will apply for all contractual and non-contractual claims to compensation for losses that are brought against us, regardless of their legal basis, and accordingly for liability for compensation for expenses incurred in vain.

6. General Provisions

6.1 Applicable law

(1) The contract is governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

6.2 Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with the contract between us and customers that are merchants, legal entities under public law or special funds under public law shall be our respective registered office. In derogation of the first sentence, We will at our option also have the right to bring an action at the respective place of business of the customer. The agreement on jurisdiction will not apply if the law provides for an exclusive place of jurisdiction for the action.

6.3 Severability

If a provision of the contract in whole or in part has not become part of the contract or is or becomes invalid or unenforceable, the remainder of the contract shall remain valid.