

## **GENERAL TERMS AND CONDITIONS (GTC)**

of ROPESYS GmbH for services, development, construction and sales as well as development services

### **1. General and Scope**

- 1.1 The following terms and conditions apply to the agreed services of ROPESYS GmbH (hereinafter referred to as ROPESYS) as well as to ancillary services and other ancillary obligations provided by it in the context of the execution of the order.
- 1.2 There are no ancillary agreements to this contract. Amendments and additions must be made in writing in order to be legally effective; this also applies to amendments and additions to this written form provision itself.
- 1.3 Any general terms and conditions of the Client, including any terms and conditions of purchase, shall not apply and are hereby excluded. The Client's contractual terms and conditions shall not become part of the contract even if ROPESYS does not expressly contradict them.

### **2. Job handling**

- 2.1 All offers of ROPESYS are subject to change, unless otherwise agreed.
- 2.2 A contract with ROPESYS shall only be deemed to have been concluded if the Client accepts an offer from the Contractor without reservation or receives an order confirmation from ROPESYS. If ROPESYS issues a written order confirmation, this shall be decisive for the content and scope of the contract, unless expressly agreed otherwise.
- 2.3 All agreements made between the Client and ROPESYS for the performance of the contract are set out in writing in the contract, including these General Terms and Conditions. There are no oral ancillary agreements.
- 2.4 The agreed services are carried out in compliance with the regulations in force at the time the contract is concluded.

- 2.5 ROPESYS is entitled to determine the method and type of examination itself at its reasonable discretion, unless otherwise agreed in writing or if mandatory regulations require a certain procedure.
- 2.6 In the case of test orders, ROPESYS is not responsible for the correctness or verification of the safety programs or safety regulations on which the tests are based, unless otherwise agreed in writing.

### **3. Deadlines, service dates**

- 3.1 The order deadlines specified by ROPESYS are based on estimates of the scope of work and are non-binding, unless their binding nature has been expressly agreed in text form.
- 3.2 If the Client sets a reasonable grace period for ROPESYS after the due date of the performance and ROPESYS allows this period to elapse, or if ROPESYS becomes unable to perform, the Client shall be entitled to withdraw from the contract and – if ROPESYS is at fault – to demand damages in lieu of performance.

### **4. Obligations of the client to cooperate**

- 4.1 The Client shall ensure that all necessary acts of cooperation on its part, its vicarious agents or third parties will be performed in good time and free of charge for ROPESYS.
- 4.2 Design documents, auxiliary materials, auxiliary staff, etc. necessary for the performance of the services must be made available free of charge. In all other respects, the Client's cooperation must comply with the applicable legal provisions, standards, safety regulations and accident prevention regulations.
- 4.3 The Client shall bear any additional expenses incurred as a result of work having to be repeated or delayed as a result of late, incorrect or incomplete information or improper cooperation actions. ROPESYS is also entitled to bill this additional expense additionally if a fixed and maximum price is agreed.

### **5. Warranty**

- 5.1 The warranty of ROPESYS only covers the services expressly commissioned to it in accordance with Section 2.2. This does not guarantee the regularity and functioning of the overall system in question, to which the inspected or tested parts belong; in particular, ROPESYS bears no responsibility for the design, selection of materials and construction of the systems examined, unless these questions are expressly the subject of the contract. Even in the latter case, the warranty obligation and the legal responsibility of the manufacturer are neither limited nor assumed.
- 5.2 ROPESYS' warranty obligation is initially limited to subsequent performance within a reasonable period of time. If the supplementary performance fails, i.e.

if it becomes impossible or unreasonable for the Client, or if it is unjustifiably refused or unduly delayed by ROPESYS, the Client shall be entitled, at its discretion, to demand a reduction of the remuneration or the rescission of the contract.

## **6. Liability**

- 6.1 ROPESYS shall only be liable for damages – regardless of the legal basis – if ROPESYS has caused these damages intentionally or through gross negligence or if ROPESYS has negligently violated a material contractual obligation ("cardinal obligation"). In the event of a breach of essential contractual obligations, ROPESYS shall only be liable for the foreseeable damage typical of the contract at the time of conclusion of the contract.
- 6.2 Insofar as ROPESYS is liable for damage caused by negligence in the event of a breach of essential contractual obligations in accordance with Section 5.1 above, its obligation to compensate shall be limited to the amount per case of damage:  
EUR 4,000,000.00 for property damage  
EUR 1,000,000.00 for financial losses.
- 6.3 Liability for damages caused by the breach of non-essential contractual obligations as a result of simple negligence is excluded.
- 6.4 "Essential contractual obligations" are those obligations that protect the contractual legal positions of the client that are essential to the contract, which the contract is specifically intended to grant it according to its content and purpose; furthermore, those contractual obligations are essential whose fulfilment is essential for the proper performance of the contract in the first place and on the compliance with which the client has regularly relied and may rely.
- 6.5 The exclusion of liability or the limitation of liability contained in Sections 6.1 – 6.4 does not apply to damage to life, body or health or to claims arising from a quality guarantee or under the Product Liability Act.
- 6.6 The Client must immediately notify ROPESYS in text form of any damage for which ROPESYS is liable.
- 6.7 Insofar as claims for damages against ROPESYS are excluded or limited, this also applies to the personal liability of the organs, experts and other employees as well as vicarious agents and vicarious agents of ROPESYS.

## **7. Copyright and confidentiality**

- 7.1 All copyrights and co-copyrights to the expert opinions, test results, calculations, representations, etc. prepared by ROPESYS remain with ROPESYS.
- 7.2 The Client may only use expert opinions, test results, calculations, representations, etc. prepared within the scope of the contract for the purpose for which they are intended in accordance with the agreement.

- 7.3 The Client may only pass on test reports and the like in complete form. Publication or reproduction requires the prior written consent of ROPESYS in each individual case.
- 7.4 The employees and experts of ROPESYS will not disclose and exploit business and operating relationships that become known to them in the course of their work outside of the performance of the assignment without authorisation.

## **8. Terms of payment**

- 8.1 All invoice amounts are due for payment immediately without deduction upon receipt of invoice.
- 8.2 Payments are to be made to the ROPESYS bank account, stating the invoice and customer number.
- 8.3 If the Client is in default with the payment of the invoice despite having set an appropriate grace period, ROPESYS may withdraw from the contract, withdraw the certificate, claim damages for non-performance and refuse further performance of the contractual services.
- 8.4 Complaints about the invoices of ROPESYS must be communicated in text form within a cut-off period of 14 days after receipt of the invoice.
- 8.5 ROPESYS is entitled to demand an appropriate advance on costs.
- 8.6 Claims of ROPESYS can only be offset against claims that have been legally established or undisputed.
- 8.7 In the event of default of payment, ROPESYS is entitled to charge reminder fees.

## **9. Place of jurisdiction, applicable law**

- 9.1 The place of jurisdiction for all disputes in connection with this contract is the registered office of ROPESYS.
- 9.2 The place of performance for all obligations arising from the contract is the registered office of ROPESYS
- 9.3 This contract is subject to substantive German law.