

General Terms and Conditions (GTC) of the VDH | GROUP

These GTCs apply to the following companies of the VDH-Group:

Mehldau & Steinfath Umwelttechnik GmbH, Alfredstraße 279, 45133 Essen, HRB 14564

HKL Anlagentechnik GmbH, Alfredstraße 279, 45133 Essen, HRB 25024

DrySoTec GmbH, Alfredstraße 279, 45133 Essen, HRB 18138

Hereinafter all referred to as VDH.

I. General Provisions and Provisions for Purchase and Work Delivery Contracts

The following provisions apply to all legal relationships that VDH enters into, including those regulated in Sections II-V.

1 General

1. These terms and conditions apply exclusively to all transactions, deliveries, and services of the VDH-Group. They apply in their respectively valid version, even in future business transactions between the contracting parties, without requiring a renewed reference to these general terms and conditions.
2. These conditions are deemed accepted at the latest upon receipt of the delivery or service. Counter-confirmations from the customer, referring to their own terms and conditions, are hereby rejected. Contrary general terms and conditions or other conditions of the customer are only valid if expressly confirmed in writing by VDH.
3. Should a provision of these general terms and conditions be or become wholly or partially ineffective, this shall not affect the validity of the remaining conditions.
4. VDH does not conclude contracts with consumers, but only with entrepreneurs. An entrepreneur is any natural or legal person or a partnership with legal personality who, when concluding a legal transaction, acts in the exercise of their independent professional or commercial activity ("Entrepreneur").

2 Offer and Conclusions of Contract

1. All offers from VDH are non-binding. Conclusions and agreements only become binding through order confirmation in written or text form (Email) from VDH or through delivery by VDH. In the latter case, the invoice replaces the order confirmation. Additions, changes, and side agreements only become binding through VDH's written confirmation.
2. Invoices, illustrations, dimensions, weights, or other performance data in brochures, circulars, price lists, other publications, or in VDH's offer and/or the associated documents are only approximately authoritative. They only contain assurances if they have been expressly designated as such in writing by VDH.
3. VDH retains ownership, copyrights, and other rights to the documents belonging to the offer; they may only be made accessible to third parties with VDH's consent.
4. VDH reserves the right to make changes and improvements with regard to the construction, use of materials, and execution, as long as the contractual purpose is not significantly altered and the change does not appear unreasonable to the customer.

3 Contract Content

1. The written order confirmation from VDH is decisive for the type and scope of VDH's obligations, unless the customer has promptly objected in writing to the content of the order confirmation upon receipt. The execution of the order is based on the planning documents provided to VDH.
2. Insofar as permissible deviations are not limited in the order confirmation and no limits arise from expressly acknowledged buyer specifications, industry-standard deviations are permissible in every case. A guarantee (§ 443 BGB [German Civil Code]) is only assumed by VDH if it is expressly designated as such in writing.
3. Insofar as the recognized state of technology is agreed upon, VDH owes the recognized state of technology at the time of the conclusion of the contract.
4. Unless expressly agreed in an individual case, information about processing and application possibilities of VDH products, technical advice, and other information are not part of the respective contract. These are provided without legal obligation to the best of knowledge but are non-binding. VDH and samples are approximate regarding analysis and properties and represent non-binding visual documentation.

4 Export regulations and transport permits

1. If a necessary transport or export permit is not granted or the prerequisites for a previously granted permit are subsequently removed without VDH being responsible for this, or if the customer is listed on a national or international sanctions list or is listed there after the conclusion of the contract, VDH will immediately inform the customer in writing about any relevant circumstances in this context. The scheduling is postponed in a reasonable manner in relation to the time delay resulting from the subsequent examination of the prerequisites, and the customer is not entitled to any further claims against VDH, especially no claims for damages.
2. If one of the aforementioned obstacles lies within the customer's area of responsibility, VDH has a right to either terminate or withdraw at its discretion. If VDH makes use of this, the customer is liable for any direct and indirect damages (including lost profits, fines, litigation costs, etc.) incurred by VDH due to the premature termination of the contract, unless the customer is not responsible for this. The customer is not entitled to any further claims against VDH, especially no claims for damages.
3. The contract items delivered by VDH are intended to remain in the destination country agreed with the customer (according to the end-use and end-user declaration). The customer is obliged to note that the re-export of the contract items may be subject to the foreign trade laws and export control regulations of the Federal Republic of Germany, the country of delivery, and possibly other countries, and may therefore require approval for the customer. It is the customer's responsibility to inform themselves about the relevant foreign trade law in individual cases and to apply for and obtain any necessary permits.
4. The customer alone is responsible for complying with all import and approval regulations and for obtaining any necessary technical approvals, operating or type approvals, etc. regarding the contract item in countries outside of Germany. The non-issuance of approvals, permits, etc., which may be necessary for the use of the goods outside of Germany, in particular, does not constitute a defect, a reason for withdrawal or contestation for the customer. However, upon request, VDH will support the customer in obtaining such approvals, etc., by providing documents about the contract items; all costs incurred as a result (e.g., for translations, certifications, etc.) are to be borne by the customer.

5 Prices

1. All prices apply for the scope of delivery and/or services listed in the order confirmation Ex Works, excluding installation, freight, packaging, and insurance costs, unless a special written agreement has been made. The statutory VAT is not included in VDH's prices; it will be shown separately on the invoice at the statutory rate on the day the invoice is issued. The deduction of cash discount requires a special written agreement.
2. The stated prices are based on the material and labor costs valid at the time of the order confirmation. If these costs change, such as cost changes regarding energy, fuel, or raw materials, transport (including tolls), from emission trading systems (e.g., BEHG), environmental regulations, legal safety regulations, grid disconnection/conversion, and product shortages between order confirmation and agreed delivery date, VDH is entitled to adjust prices accordingly.
3. VDH is also entitled, unless otherwise agreed, to charge the costs and expenses for the installation/assembly, deinstallation/disassembly, and commissioning of the containers, trailers, pallets, and supply facilities (including any software and hardware) on the customer's site, including all related services.
4. VDH purchases some chemicals from suppliers. VDH can adjust the price of chemicals from third-party producers VDH to match the price development of the supplier if the price invoiced to VDH changes.
5. VDH will prove the changes in the cost basis to the customer upon request.
6. If the service is to be provided more than four months after the conclusion of the contract, and VDH's list prices have changed in the meantime, VDH may demand a price altered by the percentage change in the list prices instead of the agreed price, without the customer having a right of withdrawal, unless something else was agreed beforehand.
7. Cost estimates are non-binding.
8. Agreed lump-sum prices for installations and commissioning do not include surcharges for necessary overtime, night, Sunday, and holiday work. These can be charged additionally. Travel time is considered working time.

6 Payment, Billing

1. Payments are due immediately unless a specific due date is indicated on the invoice. The timeliness of the payment depends on the payment being received by VDH.
2. In the event of payment arrears, VDH is entitled, notwithstanding further claims, to suspend further delivery until all due claims from the business relationship are settled. In the event of payment default, VDH is entitled to charge default interest at the statutory rate, a default fee of 40 €, and reminder fees. If the customer still does not pay for goods or services even after payment reminders have been delivered, VDH is entitled to terminate the contract without notice. Upon the termination becoming effective, all outstanding amounts as well as accrued interest and all costs incurred by VDH in connection with the termination of the contract and the return of all containers and systems become due immediately.
3. If the customer defaults on payment once, VDH is entitled to make further deliveries only against advance payment.
4. The customer can only offset claims against VDH if his claims are undisputed or have been legally established.
5. VDH is entitled to offset with and against due and non-due, even future claims, that VDH or a company, VDH of which is directly or indirectly involved with at least 50%, is entitled against the customer or that the customer has against one of the designated companies. The customer will receive information about the status of these investments upon request if necessary.

6. The customer agrees to receive invoices electronically. Electronic invoices will be sent to the customer by email in PDF format.
7. The customer must check invoices and bank statements for their accuracy. Objections must be raised with VDH within 14 days of receiving the invoice or bank statement; otherwise, the prices and container stocks shown are recognized as accepted by the customer. The invoice or bank statement has the effect of confirming the balance.
8. Checks and bills of exchange are not accepted as means of payment.

7 Delivery, Customer's Delay in Acceptance

1. Unless explicitly agreed otherwise, delivery is Ex Works (EXW) from the respective delivery point of VDH (Incoterms® 2020).
2. For deliveries to North and Baltic Sea islands – subject to other contractual agreements – a surcharge of 2,000 EUR per delivery will be applied.
3. Measurement and weight determination relevant for price calculation are done at the shipping locations of VDH's plants. If the customer demands rail office weighing at the departure station, it will be at their expense.
4. If VDH assists in loading or unloading, transport, or connection of the products beyond its contractual and legal obligations, this is purely a courtesy without assuming any liability. The customer indemnifies VDH from all claims in this respect.
5. Delivery dates are for planning purposes only and are non-binding unless expressly agreed otherwise. The dates and periods stated by VDH are not fixed dates. Fixed dates must be specifically marked as such with a corresponding addition.
6. Deadlines commence after the agreed down payments have been made, all order documents have been received, and all details of the order have been clarified unambiguously, and any necessary official certificates have been provided. Subsequent contract changes lead to an appropriate postponement of dates. Dates and deadlines for installation and commissioning are also subject to the customer fulfilling the obligations mentioned in number 15. VDH is also entitled to have its delivery obligation fulfilled by another company. VDH is authorized to make partial deliveries and can invoice these separately.
7. The delivery period is considered to have been met if the delivery item has left VDH's plant by the end of the period or if readiness for shipment has been reported. If acceptance is to take place, the acceptance date is decisive, alternatively, the notification of readiness for acceptance.
8. If the delivery and installation are delayed at the customer's request or for reasons attributable to the customer, the risk transfers to the customer during the delay period. The customer will bear the corresponding costs for waiting time, provision, material reservation, and additional travel expenses of VDH.
9. Downtime, delays, and short-term schedule changes during assembly, testing, and commissioning are at the expense of the customer.
10. VDH is not responsible for delivery defects unless VDH was promptly notified by the customer, at the latest within 5 working days after receipt of the delivery, in text form (incl. email, fax). This exclusion of liability does not apply if the customer can prove that it was not possible or reasonable to inform VDH within this time period, and he has notified VDH immediately in such a case, in any event within 5 working days after he became aware of the incident or it can be expected that he became aware of the delivery defect. If a formal acceptance test for deliveries has been agreed upon in the contract, this number does not apply to such deliveries, and acceptance of the delivery by the customer is assumed with a successfully conducted acceptance test.
11. If VDH has been informed about deficits, losses, damages, or other discrepancies in the deliveries, VDH may, at its discretion, remedy the deficits, losses, damages, or discrepancies

through free subsequent deliveries, cost reimbursement, or an appropriate price reduction for the delivery.

12. If the delivery cannot take place or is not complete due to an act or omission by the customer, such deliveries are considered delivered, and VDH is entitled to charge for aborted deliveries or partial deliveries and the storage of the goods until delivery.
13. If full collection cannot take place due to an act or omission of the customer, VDH is entitled to charge for the futile trip or partial pickup.
14. During the customer's acceptance or delay in acceptance, VDH is liable for contractual claims related to the contractual object only for intent and gross negligence.
15. If VDH continues to store the contractual item at the customer's request after the delivery date, the risk of accidental loss and accidental deterioration of the contractual item transfers to the customer on the originally agreed acceptance date. During the storage, VDH is only liable for intent and gross negligence. The customer bears all related costs, including storage costs.

8 Examination and Obligation to Give Notice of Defects

1. The customer must carefully inspect the delivered goods immediately upon arrival at the destination, particularly regarding their quality and quantity, even if samples had been sent previously. In the case of installation and commissioning of the delivered contractual object by VDH, the customer must immediately examine the installed or commissioned contractual object for obvious defects after completion as indicated by VDH. The customer must notify VDH of obvious defects immediately, but no later than within 10 working days after delivery or completion. Hidden defects must be reported in writing to VDH by the customer immediately, but at the latest within 7 working days after discovery of the defect. If this obligation to notify is violated, the assertion of defect claims is excluded to that extent.
2. VDH must immediately be provided with samples of the criticized material upon request. VDH does not waive the objection that the notice of defects was not timely and/or insufficient by negotiating complaints.
3. Transport damages must be reported immediately to the freight forwarder; in this respect, the notification obligations of the General German Forwarding Conditions apply.

9 Warranty

1. Unless otherwise agreed, VDH delivers goods of customary quality, which comply with the respective production specifications.
2. The goods are in accordance with the contract if they do not or only insignificantly deviate from the agreed specification at the time of the transfer of risk. All further warranties and promises regarding quality, condition, or the ordinary or agreed use are excluded to the extent permitted by law.
3. If the customer is not a consumer, defect claims expire 12 months after the transfer of risk.
4. Insofar as the aforementioned provisions of this number restrict the statutory defect rights, they do not apply if VDH has maliciously concealed the defect or has assumed a guarantee for the quality of the thing.
5. The assertion of claims for damages by the customer due to defects in delivery and performance is subject to the limitations of the following number regarding liability.
6. VDH does not guarantee that the delivered products are suitable for the purpose or process intended by the customer.
7. Insofar as the goods are used devices, defect rights are excluded.
8. Subsequent Performance During the warranty period, VDH will immediately remedy defects reported by the customer free of charge, with three remedial attempts permissible per defect.

Upon request by VDH, the customer will use a suitable error report form for this purpose. Both contracting parties will maintain an error registration and handling protocol, which will reflect the error report, its assessment by the customer, assessment by VDH, and the handling by VDH until elimination, and the subsequent customer's comment - specifically, the status of processing the respective defect.

10 Liability

1. The liability of VDH - for whatever legal reason - is limited to damages that VDH or its agents have intentionally, grossly negligently, or negligently caused through the violation of obligations essential for the fulfillment of the contract purpose. Obligations essential for the fulfillment of the contract purpose are those whose violation would jeopardize the contract purpose and on whose fulfillment the customer may rely.
2. In cases of grossly negligent duty breaches or negligent violation of obligations essential for the fulfillment of the contract purpose, VDH's liability is limited in amount to the foreseeable, typically occurring damage. Liability for consequential and financial damages, as well as for lost profit, is not covered by the foreseeable, typically occurring damage.
3. Any further liability for damages – for any legal reason – is excluded.
4. Claims for damages under the Product Liability Act, due to the absence of a guaranteed quality, and due to injury to life, body, or health, or based on other mandatory legal provisions remain unaffected.
5. The aforementioned regulation does not involve a shift in the burden of proof to the detriment of VDH.

11 Exclusion of indirect and/or Consequential Damages

Regardless of any contrary provisions, VDH is in no case liable for any indirect and/or consequential damages, such as production downtime, loss of use, lost profit, consequential damages due to defects, loss of interest, costs and damages resulting from contracts with third parties, etc.

12 Force Majeure

1. All events of force majeure release VDH from contractual obligations for the duration and extent of their effects. Force majeure events are all events that wholly or partially prevent VDH from fulfilling their contractual obligations and which lie outside VDH's sphere of influence. Force majeure events include, in particular, war, unrest, mobilization, natural disasters, fire, explosion, lightning, epidemics, pandemics, high-handed orders, strike/lockout, disruptions to energy or raw material supply, embargoes, non-orderly maintenance machine damages, resource scarcity, cyberattacks, and operational, traffic, or transportation disruptions.
2. Clause 1. also applies if the mentioned circumstances occur at preliminary suppliers. 4. If there have been one or more occurrences of force majeure during the contract duration, VDH is entitled to extend the duration of the contract by a period equivalent to the cumulative number of days on which force majeure occurred during the original term.
3. If VDH cannot supply a product to the customer from the regular supply source due to force majeure, VDH is entitled to supply the customer from another source. In this case, all additional justified costs can be invoiced to the customer, unless the customer notifies VDH in text form (incl. email, fax) that the product is not needed during the duration of the force majeure.
4. If VDH cannot deliver the product, the customer is entitled to use another supply source until VDH can resume deliveries, provided that the customer informs VDH of such proceedings in text form (incl. email, fax) in advance, and VDH consents in text form (incl. email, fax). VDH

assumes no liability in connection with such a delivery, and the customer indemnifies VDH from all claims, costs, expenses, and liabilities that may arise from such filling and use.

5. If a re-qualification of the storage tank by VDH is necessary due to mandatory regulatory requirements (especially for pharmaceuticals, medical devices, food) after an external delivery, the customer reimburses VDH for all costs incurred in this process. Furthermore, the customer releases VDH from any delivery obligations for the duration of such re-qualification. Before such successful re-qualification and written approval of the storage tank, use of the storage tank is not possible.

13 Retention of Title and Security

1. The goods remain the property of VDH until the purchase price has been fully paid. In the case of an ongoing invoice, the retention of title serves as security for VDH's balance claim, even if the customer has made a payment due to particularly designated claims. If the customer is a full merchant, the retention of title remains until all liabilities arising from the business relationship, including any contingent liabilities entered into in the customer's interest, have been fully settled.
2. Processing or transformation of goods delivered by VDH that are still in VDH's ownership is always carried out on behalf of VDH, without obligations arising for VDH. If VDH's ownership expires due to mixing or connecting, it is already agreed that VDH acquires co-ownership of the new item proportionally in value, the basis for valuation being the invoice value.
3. Upon conclusion of the contract, the customer assigns all claims, including balance claims from current account agreements, arising from a sale, processing, or connection of the goods delivered by VDH to VDH as security. This also applies to other claims against third parties arising in connection with the goods for the customer. VDH accepts the assignment. The assignment is limited in amount to the delivery value of the goods delivered according to VDH's invoice. In the event of default of payment, the customer is obliged to disclose the assignment at VDH's request. In this case, the customer is obliged to provide VDH with the necessary information and documents. VDH is also entitled to disclose the assignment to the customer's debtor in this case and to request payment to VDH.
4. The delivered goods may not be pledged or otherwise transferred as security without VDH's consent. If third parties want to access the reserved goods, the customer is obliged to point out VDH's ownership and to inform VDH immediately.
5. In the event of a breach of contract by the customer - especially in the case of payment default – VDH is entitled to assert its retention of title and demand immediate surrender of the reserved goods. The assertion of VDH's retention of title does not constitute withdrawal from the contract. If the value of the security ordered by the customer exceeds VDH's claim by more than 10%, VDH is obliged to release securities at the customer's choice.

14 Termination of Contract

The customer is entitled to terminate the contractual relationship at any time without giving reasons. In this case, VDH receives the full agreed remuneration but must take into account what VDH saves in expenses and acquires or maliciously fails to acquire through other use of its labor.

15 Place of Performance and Jurisdiction

1. The place of performance for deliveries and payments is the head office of the contractor. The contractor is the VDH | GROUP company that created the respective offer or the corresponding order confirmation. The address is given in the offer or the order confirmation.
2. If the customer is a full merchant or a public-law entity, the place of jurisdiction agreed upon is the location of the contractor's head office. Customers who are not full merchants can be sued by VDH at this court if they do not have a domestic residence or domicile or if such is not known at the time the lawsuit is filed.
3. Exclusively the law of the Federal Republic of Germany is agreed upon for all agreements and legal transactions between the customer and VDH. The uniform laws on the international sale of movable goods and on the conclusion of international purchase contracts for movable goods do not apply.
4. Changes to contracts or these General Terms and Conditions require written form. This also applies to waiving this written form clause. A waiver of the written form clause is excluded.

16 Severability Clause

If a provision of a contract is or becomes wholly or partially invalid, this does not affect the validity of the remaining provisions. In place of the invalid provision, the effective one applies which the parties would have agreed upon with a reasonable assessment of their mutual economic interests at the time of the conclusion of the contract if they had been aware of the invalidity.

II. Special Regulations for the Delivery of Chemicals

1. When delivering chemicals, the customer must observe the relevant regulations for handling the chemicals involved, especially the provisions on occupational safety and accident prevention, pharmaceutical and food law regulations, including the corresponding implementation regulations, as well as the generally recognized rules of technology. The delivery points provide corresponding information material.
2. Technical advice or training provided by VDH to the customer will be prepared and conducted in accordance with good faith and the laws applicable on the day of preparation, based on the information provided by the customer to VDH. VDH is not responsible for subsequent changes in law that affect technical advice or training and does not accept liability for losses or damages incurred by the customer due to non-disclosure of facts or circumstances needed to prepare technical advice or training.
3. In cases where VDH concludes that the delivery of goods and services to the customer is insecure, VDH can suspend its contractual obligations to deliver goods and services until the security issue has been resolved by the customer.
4. Batch Traceability, Usage Verification, Purchase Authorization:
If the customer does not consume the chemicals himself, he is obliged to document the use of chemicals that are subject to a legal obligation for batch traceability (for example, medical chemicals) with a full batch number per bottle or container, to keep the usage proofs with full batch number per bottle or container, and to provide them to VDH immediately upon request. If a usage proof or a purchase authorization is required by legal regulations, VDH is entitled to request such at any time from the customer and to refuse delivery until such is provided.
5. The customer is obliged to carry out a proper goods receipt inspection and quality control of the chemicals to be delivered before the goods are unloaded. VDH is not responsible for any damage occurring during or after unloading and will not bear any costs for this.

III. Special Conditions for Services

1 Scope

The regulations of this Section II apply to all contracts for the provision of services. They take precedence over the other regulations of these General Terms and Conditions

2 Definition of Services

Services refer to all services offered by VDH, particularly assemblies, commissionings, maintenance, repairs, installation of replacement devices and spare parts, as well as consultancy. Services within the statutory warranty rights of the customer are not affected by this.

3 Offers, Prices and Compensation

The customer bears all costs for replacement devices, spare parts, packaging, as well as transport and insurance of materials.

- a) After completion of the service, VDH's service personnel present the customer with a breakdown of the working hours expended and the materials used (work report). The customer's confirmation of this work report is binding for them.
- b) If a contract or service appointment is canceled or called off by the customer, or if the customer does not utilize it, § 648 BGB [German Civil Code] applies. That means the customer must pay VDH the agreed compensation. However, VDH must credit the amount that VDH saves in expenses as a result of the cancellation of the contract, or acquires through alternative use of its labor, or maliciously fails to acquire.

4 Provision and Modification of the Service

- a) VDH is entitled to commission third parties to perform services.
- b) If, during the provision of a service, VDH recognizes that other or additional services are necessary, VDH will stop the work and inform the customer about the necessary additional services, providing an estimate of duration and costs. The customer then decides whether to accept the new offer. If they decline, they compensate VDH for the original order according to the rules of item 3 b). VDH's service personnel may only issue legally binding declarations for VDH within the scope of the provided service order.

5 Duties and Obligations of the Customer (including Provision)

- a) The customer shall provide the service personnel with the facilities, materials, staff, and devices needed to perform the service, including sanitary facilities. The customer bears the costs that arise due to a breach of this obligation.
- b) The customer shall provide the service personnel with suitable premises for the secure storage of delivery parts and the service personnel's tools, in particular. They are responsible for the safety of the workplace, compliance with safety regulations, and adequate working conditions. They must inform the service personnel about special regulations of their operation. The customer shall obtain intra-company approvals, authorizations, and IDs at their own expense.

6 Acceptance/Take Over

If the service is a work performance, the customer shall accept the service. The following applies:

- a) The customer shall accept the services as soon as they have been notified of their completion. If the customer does not accept the services within a period of fourteen (14) calendar days from the notification of completion, the services are considered accepted according to § 640 para. 2 BGB [German Civil Code].
- b) If the customer, knowing of a defect, accepts the services, the rights referred to in § 634 No. 1 to 3 BGB are available to the customer only if they reserve their rights regarding the defect at the time of acceptance (§ 640 para. 3 BGB). Regardless, the customer is obliged to inspect the service or the work for obvious defects immediately after VDH has notified them of its completion. The customer must notify VDH of obvious defects immediately, but at the latest within 10 working days after acceptance or deemed acceptance. The customer must notify VDH in writing of hidden defects immediately, but at the latest within 7 working days after discovering the defect. If these inspection and notification duties are violated, the assertion of defect claims is excluded to that extent.

7 Duration of Service Contracts

If the parties have concluded a contract for the provision of services over a specific period of time, the following applies to the duration and termination of such a contract, unless otherwise agreed:

The term is 36 months. It is extended by a further 12 months respectively if the contract is not terminated by one of the parties with a notice period of three months before the respective expiration of the contract period. The right of the parties to terminate the contract prematurely for good cause remains unaffected. Every termination must be made in writing.

IV. Special Conditions for Engineering Consulting Services

1 Costs

Engineering consultations will be billed based on effort. If VDH has provided an estimate of the anticipated effort, VDH is obligated to immediately notify the customer and provisionally stop work if it is foreseeable that the estimated effort will be exceeded by presumably more than 10%. VDH will provide an estimate of the now foreseeable effort at this point.

The customer then has the right to decide whether to continue the work based on the new effort estimate by VDH. However, the customer may also choose to cancel the project. The customer must then pay VDH for the effort provided. If a fixed price is agreed upon, the billing will be in accordance with clause II. 3. c). They will receive all work results created by VDH up to that point.

2 Additional Costs

Additional costs and expenses, especially for travel, accommodation, postage, additional insurance premiums, etc., are not included in the agreed remuneration unless explicitly mentioned in the offer.

3 Basis of the Consulting Services

The basis of the consulting service is the information provided by the customer. The consultation builds on this information. VDH is not obligated to verify the accuracy of this information, but will point out concerns about its accuracy if they become apparent.

4 No Success Owed

Engineering consultation is an attempt to technically and/or organizationally realize a solution described by the customer. Therefore, it is possible that it turns out that the desired success cannot be achieved, e.g., because a solution is technically feasible but not approvable. Therefore, VDH cannot guarantee a positive result of the consultation. If VDH recognizes that the desired result cannot be achieved, VDH will stop the work and inform the customer, stating the reasons for the obstruction. The customer then has the opportunity to possibly remove the obstacles. The work carried out until the notification by VDH must be paid for. If the customer cannot remove the obstacle, both parties are entitled to terminate the contract prematurely for good cause. Billing will be in accordance with clause II. 3 c).

5 Customer's Duty of Cooperation

A crucial prerequisite for VDH to provide the agreed-upon services is the customer's cooperation. Therefore, the customer, in particular, must:

- Answer all questions from VDH employees regarding the actual and legal circumstances within the company fully, accurately, and promptly, insofar as it matters for the execution of this contract. This also applies to questions about technical requirements and willingness to rationalize and invest. VDH will only ask questions that can be relevant for contract execution;
- Voluntarily provide information about circumstances that can be relevant for contract execution;
- Designate responsible employees to VDH, who are available as contacts within the customer's company and are authorized to make decisions regarding the implementation of this contract.

If the customer violates this duty of cooperation and VDH incurs additional effort as a result, the customer must compensate for this additional effort. The basis for calculating this additional expense is the hourly rate agreed upon for the project. If a fixed price is agreed, the hourly rate, according to VDH's valid price list for calculating the additional expense, is deemed agreed upon.

6 Confidentiality

1. VDH will strictly treat all information received from the customer about its company confidentially during cooperation unless it is generally known. The same applies to knowledge about the customer's internal company processes that VDH acquires during the cooperation. The obligation to maintain confidentiality continues even after the contract has ended.
2. VDH will also impose the confidentiality agreed upon above on its employees in a legally binding manner.
3. VDH is obligated to require employees to keep secret in writing the processes becoming known from the customer's company.

7 Usage Rights

Upon full payment of the agreed fee, the customer grants VDH the simple, timeless, and spatially unlimited right to use the work results produced by VDH for internal applications and purposes, to reproduce, edit, and combine them with other programs or materials.

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8 Duty of Care

VDH carries out all consulting services with great care according to the principles of proper professional practice, which meets the development of the industry and the needs of the customer.

9 Additional Provisions for Work Contracts

If VDH's work exceptionally has the character of a work contract, the customer must carry out an acceptance according to the rules of section V.4. This does not apply if acceptance of the work is not possible or not customary.

V. Special Provisions for the Delivery and Installation of Systems

The following provisions apply to the planning and production of systems.

1 Preparation of the Construction Site and Work Process

1. Unless otherwise agreed, the customer must transfer all materials from the arrival station and store them carefully, protected against weather influences, until the technician arrives.
2. The customer is responsible for creating tank pits and pipe trenches, placing tanks into excavation pits, foundations, openings, pipe ducts, drainage facilities, feed lines, and painting unless these services are expressly agreed upon as services provided by VDH and must be completed in time so that assembly can be started immediately upon the technician's arrival. In the case of occurring ground, rain, or surface water, the tanks must be secured against buoyancy on-site. The necessary safety precautions must therefore be initiated by the customer. Liability on the part of VDH is fundamentally rejected.
3. Early technician call-ups or stays caused by the customer or the site management are at the customer's expense. The customer must ensure heating, lighting, and guarding of the construction site, timely procurement of scaffolding tools, devices, and operating materials in every case.
4. The conclusion of insurance against such dangers is left to the customer. The received materials are to be handed over to the technician unpacked for inventory control. For the execution of the facility, only VDH's drawings and instructions given by VDH to the technician are decisive. Deviations from this, which are desired by the customer, require prior written approval by VDH.

2 Additional Obligations of the Customer

1. If VDH undertakes the installation and commissioning of the subject of the contract, the customer is obligated to carry out all preparation measures required from the customer's side, timely and at their own expense. In particular, the customer has to undertake and ensure:

- a) all non-industry-related preparatory and ancillary works, such as building, earth, ground, masonry, and chiselling works;
 - b) the provision of the installation site with electricity, water, lighting, heating, computer connections, and network cabling;
 - c) the availability of necessary items and materials, such as scaffolding, lifting vehicles, fuels, lubricants, as well as suitable personnel for unloading the contractual object and transporting it within the customer's operational premises;
 - d) the availability of suitable rooms for safe storage, especially of delivered parts and tools of the installation and commissioning personnel, and suitable work and stay rooms and sanitary facilities for the installation personnel.
2. The customer is responsible for safety at the installation site and compliance with safety regulations. They provide the installation and commissioning personnel with any necessary special protective equipment and clothing if needed. Furthermore, the customer must inform the installation and commissioning personnel about specific hazards and regulations in their operation and obtain necessary internal approvals, authorizations, and badges at their own expense.
 3. The customer provides the necessary environment for the installation and operation of the system, particularly in terms of statics, foundations, etc. VDH is not obliged to check any prerequisite for the installation of the system to be supplied by VDH on-site or to obtain necessary approvals.
 4. No later than at the time of the agreed start of installation, the installation or commissioning site must be in a state ready for installation and commissioning. All necessary preliminary work must be completed to such an extent that installation/commissioning can begin and be carried out without interruption, and the installation and commissioning site as well as the delivery route must be leveled, cleared, and accessible.
 5. With the system's commissioning, its settings are adjusted to the operating conditions, and the operating personnel are instructed. The procurement of materials and operating supplies for necessary tests is the responsibility of the orderer.
 6. The customer bears the costs arising from the disregard of the obligations mentioned in this item, which they are responsible for.
 7. Anything not listed in the offer is not owed. Unless expressly agreed, particularly unloading, assembly, provision of scaffolding, cranes, etc., are excluded.

3 Duties of VDH

VDH's technicians are obliged to subject the systems to a thorough test after assembly completion and to put them into operation properly. With this, the acceptance of the system is considered complete. If the demonstration cannot take place until later for reasons not attributable to VDH, VDH is to be compensated separately for the effort arising from sending technicians again.

VDH is entitled to commission third parties with the installation and commissioning.

4 Acceptance Test and Acceptance Declaration

1. Upon completion of the installation, the customer conducts an acceptance test, supported by VDH. The customer will be informed by VDH in a timely manner about which materials, data, or other provisions are needed by VDH and when.
2. If acceptance is delayed due to circumstances attributable to the customer, the risk passes to the customer from the day VDH reports readiness for acceptance.

3. If it becomes apparent during the handover date and subsequently during the test that the contract items have a defect according to Category A-B per clause 4.4, the customer will notify VDH, indicating this category, and point out to VDH if the defect prevents acceptance. However, the customer continues the acceptance test for other parts of the performance to be accepted. Once VDH reports the rectification of the defect, the acceptance period for the corrected defect begins anew.
4. Defect Categories The parties use a scheme regarding the categorization of defects, which also applies to acceptance, as follows:
 - Category A: Essential functions are practically not available, so proper work is not possible.
 - Category B: Essential functions are available only with limitations (e.g., via workaround), creating a significant usability impairment that makes further work risky, especially due to subsequent errors and other issues. Working with the performance is not reasonable.
 - Category C: There is a serious but local defect affecting only one module/function, which the customer does not have to constantly work with at the moment. Work with the rest of the system is unaffected, or at least not significantly slowed.
 - Category D: A defect exists but does not have a significant impact.
5. Reaction Times
 - For category A defects, VDH will ensure that rectification work begins within 4 hours after receipt of the error message during the acceptance test and during the warranty period. The usual working hours of the customer/VDH from 7.00 AM to 5.00 PM are the basis for calculating the deadline. Therefore, if an error message is received at 4.00 PM, rectification must begin by no later than 10.00 AM on the next working day.
 - For category B, VDH will ensure the start of rectification work within 24 hours, calculated as before.
 - For category C, VDH will ensure the start of rectification work within 10 days.
 - For category D, VDH will provide defect rectification within the warranty period. Bei Kategorie D wird VDH die Mängelbeseitigung innerhalb der Gewährleistungszeit erbringen.
6. The customer is entitled to conduct the acceptance test and trial operation with real data and in live operation, enabling the customer to both identify the overall system's response to contractual performance under load and overcome any familiarization difficulties and optimization problems. The customer solely decides in its own responsibility whether acceptance is carried out as a test or in live operation. The risk of conducting the acceptance in live operation is borne solely by the customer. They are advised that errors can occur during acceptance, which can significantly disrupt or even halt operational processes. VDH assumes no responsibility for any resulting damage.
7. If the trial operation has run successfully for more than five consecutive working days without any category A-C defects per clause 4.4 occurring, the customer will declare acceptance.
8. Otherwise, the work produced by VDH is considered accepted if the customer either uses the program as intended and has not submitted written notification of any significant defects within 10 working days, which entitle them to refuse acceptance, or if, despite VDH's request, four weeks have passed after installation without acceptance.
 - An official acceptance is equivalent to acceptance by the customer.
9. VDH is entitled to make partial deliveries. In this case, the customer accepts the partial delivery according to the provisions of this section. The integration test of the partial delivery for interaction with the other parts of VDH's performance remains reserved.
10. Integration Test
 - The above provisions also apply if the system is part of a larger system. In this case, the system's interaction with the overall system will be carried out after the overall system has been completed (integration test). The due date of the payment is unaffected and occurs with the acceptance of the VDH system and not only after the integration test.
11. If VDH provides services to search for or rectify reported disturbances, it may request compensation from the customer according to the price list, if the reported disturbance is not

a defect and the customer could have recognized this with proper inspection. Compensation is due, in particular, for the search and rectification of disturbances caused by the customer:

- Not fulfilling their cooperation obligation properly, or
- Having made improper interventions in hardware/software/the system, or
- Not having installed updates or other corrections provided by VDH promptly.

As soon as VDH can recognize that the reported disturbance is not a defect, it immediately informs the customer. An obligation to compensate for services under para. 1 exists for the period from which VDH can recognize the absence of a defect only if the customer then confirms the order for disturbance rectification.

5 Limitation Period

The limitation period for claims due to defects in the system is 12 months after acceptance, for defects regarding the integration into an overall system starting after the integration test.

6 Tank Revision

1. An inspection of the tank inner wall for damages is not included in the services for tank cleanings but requires an additional order. The check is done conscientiously but excludes liability for existing and later appearing damages to the tank as well as associated consequential damages (especially WHG damages). The protection measures suggested or applied for identified corrosion damages comply with the currently recognized state of the technology. VDH does not accept liability for damages that occur nonetheless.
2. Leak tests are fundamentally carried out at the risk and liability of the tank operator. VDH ensures a professional implementation according to the guidelines known to VDH.

7 Process Engineering Guarantee Values and Contractually Assured Guarantees

VDH generally does not provide guarantees. Should VDH have exceptionally given a guarantee, the following applies:

All contractually assured guarantees by VDH must only be adhered to if the customer fulfills the prerequisites necessary for fulfilling these guarantees and also provides and adheres to the guarantee values or input values for the respective system needed and given by the customer from VDH. With contractually promised values regarding the SNCR procedure, the flue gas temperatures at the SNCR injection points must be between 950 – 1030 °C at every boiler load, and there must be no fluctuations in the boiler load, the flue gas temperatures, and in O₂. The input parameters for the SNCR, such as the agreed raw gas value, must also be adhered to by the customer. Should the values specified or guaranteed to the customer not be adhered to or other customer-side requirements not be fulfilled, which hinder the operation of the components or system supplied by VDH, then any warranty and guarantee obligations from VDH are void.

8 Intellectual Property

VDH is and remains the owner of all Intellectual Property on the sold goods, on all software programs (including scripts), software components, offers, cost estimates, drawings, illustrations, brochures, catalogs, models and/or other documents provided by VDH to the customer. If the goods sold by VDH contain software programs (including scripts) or software components, or software programs (including scripts) or software components are sold together with goods, VDH grants the

customer a simple, worldwide, unlimited right to use these software programs (including scripts) or software components with the sold goods. A processing or further development right to these software programs or the software components (including scripts) is not granted to the customer beyond the scope of § 69d UrhG or § 69e UrhG.