Appendix attached to the Orgalim General Conditions S 2022 S regarding the application of German law

Brussels, December 2022

Where the Contract is governed by German Law (cf. clause 52 of the Orgalim Conditions S 2022), the present Appendix shall apply jointly with the "*Supplementary Conditions For The Supervision Of Installation And Commissioning Of Mechanical, Electrical And Electronic Products*" in order to pay due regard to the provisions of the German Civil Code BGB concerning standard business conditions:

Regarding clause 15
(new para 2 added between "... for the supervision work." and "The Supplier shall in case...."):

"The limitation of liability shall not apply in the case of intent, gross negligence or where an injury or the death of a person is caused through negligence. Furthermore, it shall not apply in cases of negligent breach of a fundamental condition of contract ("wesentliche Vertragspflichten"). In the case of a slightly negligent breach of a fundamental condition of contract, liability shall be limited to reasonably foreseeable damage which is intrinsic to the contract. Nor shall the said limitation of liability apply in the cases of strict liability under the Product Liability Act ("Produkthaftungsgesetz"), for defects causing death or personal injury, or damage to items of property used privately. Furthermore, the said limitation of liability shall not apply in the case of defects the Supplier has fraudulently concealed or whose absence he has guaranteed."

Regarding clause 16
(new para 2 added):

"This exclusion of liability shall not apply in the case of intent, gross negligence or where an injury or the death of a person is caused through negligence. Furthermore, it shall not apply in cases of negligent breach of a fundamental condition of contract ("wesentliche Vertragspflichten"). In the case of a slightly negligent breach of a condition which goes to the root of the contract, the Supplier shall be liable only for reasonably foreseeable damage which is intrinsic to the contract. Nor shall the exclusion of liability apply in cases of strict liability under the Product Liability Act ("Produkthaftungsgesetz"), for defects causing death or personal injury, or damage to items of property used privately. Furthermore, the said exclusion shall not apply in the case of damage attributable to fraudulent concealment or under a specific guarantee granted."

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SUPPLEMENTARY CONDITIONS FOR THE SUPERVISION OF INSTALLATION AND COMMISSIONING OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

Delivered under Orgalim S 2022

Brussels, December 2022

PREAMBLE

1. These Supplementary Conditions shall apply when a product has been delivered under the Orgalim S 2022 General Conditions and the parties agree to the applicability of these Supplementary Conditions. In case of any contradictions with the S 2022 General Conditions, these Supplementary Conditions shall prevail for the supervision work and, if provided for in the Contract, for the commissioning work.

THE SUPPLIER'S OBLIGATIONS

2. The Supplier shall at the agreed time provide the services of one or more competent supervisors, who shall:

   a) give to the Purchaser or his site representative mentioned in Clause 11.1 of these Supplementary Conditions the necessary instructions for the installation of the Product by the Purchaser and, where appropriate, for its commissioning by the Purchaser, and

   b) supervise the manner in which the Supplier's instructions are carried out.

   The number and qualifications of the Supplier's personnel and the estimated duration of installation shall be agreed separately.

   The Supplier shall in good time before installation and, where appropriate, commissioning work is started, inform the Purchaser of any special risks which the execution of the installation and commissioning work may entail.

3. The Supplier shall in good time provide drawings showing the manner in which the Product is to be installed, together with all information required for preparing suitable foundations, for providing access for the Product and any necessary equipment to the installation site and for making all necessary connections to the Product.

LOCAL LAWS, REGULATIONS AND RULES

4. The Purchaser shall in due time provide the Supplier with such information concerning local laws, regulations and rules as is necessary for the proper execution of the Supplier's obligations.

   The Supplier shall ensure that his personnel complies with these laws, regulations and rules.

THE PURCHASER'S OBLIGATIONS

5. The Purchaser shall in good time undertake preparatory work to ensure that the conditions necessary for installation of the Product and for the correct operation of the Product are fulfilled. This shall not apply to preparatory work which according to the Contract shall be performed by the Supplier.

6. The preparatory work referred to in Clause 5 shall be carried out by the Purchaser in accordance with the drawings and information provided by the Supplier under Clause 3. If the Purchaser is responsible for transporting the Product to the installation site, he shall ensure that the Product is on such site before the agreed date for starting the installation and supervision work.

7. The Purchaser shall ensure that the following conditions are satisfied:

   a) He shall be ready to commence installation and/or commissioning work and shall ensure that the work, including supervision work, can be performed in an efficient manner.

   b) The Supplier's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours, unless otherwise agreed In Writing.

   c) He has, in good time before installation is started, informed the Supplier In Writing of all relevant safety regulations in force at the installation site and to be observed by the Supplier's personnel.

   d) The supervision shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision is started and shall be maintained during the time of supervision.

   e) The Supplier's personnel shall be able to obtain appropriate board and lodging near the installation site and shall have access to internationally acceptable hygiene facilities and medical services.

   f) He shall make available to the Supplier free of charge necessary storage facilities, providing protection against theft and deterioration of the personal effects of the Supplier's personnel.

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g) He shall make available to the Supplier free of charge sufficient offices on the installation site, equipped with access to the Internet.

h) He shall free of charge give all necessary assistance 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 required in the Purchaser's country, as well as access to the installation site.

SUPERVISION PAID FOR ON A TIME BASIS

8. Where the parties have agreed that supervision shall be paid for on a time basis, the following shall apply:

8.1 The rates to be paid by the Purchaser are those specified in the Contract. These rates shall be paid from the date of departure from the Supplier's premises until the date of return, including non-working time.

8.2 Payment shall be made against monthly invoices concerning the supervision carried out. Payment shall be made within 30 days from the date of the invoice.

8.3 The following items shall be separately charged:

a) all reasonable travelling expenses incurred by the Supplier in respect of his personnel and the transport of their equipment and personal effects in accordance with the specified method and class of travel specified in the Contract;

b) cost of board and lodging and other living expenses, including any appropriate allowances, of the Supplier's personnel for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident;

c) overtime and work on locally recognised days of rest and local public holidays and outside normal working hours, which shall be charged at special rates. The rates shall be as agreed in the Contract, or, failing agreement, as normally charged by the Supplier;

d) time necessarily spent on:

- preparation and formalities incidental to the outward and homeward journeys of the Supplier's personnel;
- the outward and homeward journeys and other journeys to which the personnel are entitled in accordance with current law, regulations or collective agreements in the Supplier's country;
- daily travel between lodgings and the installation site if it exceeds half an hour each way;

e) any costs incurred by the Supplier in accordance with the Contract, in connection with the provision of equipment by him;

f) any taxes or dues levied on the invoice and payable by the Supplier or his personnel in the country where supervision takes place;

g) any costs not covered by a) - f), which could not reasonably be foreseen by the Supplier at the time of formation of the Contract and are caused by a circumstance which is not attributable to the Supplier.

SUPERVISION PAID FOR BY A LUMP SUM

9. Where the parties have agreed that the supervision shall be paid for on the basis of a lump sum and the lump sum is not included in the price for the Product, the payment shall be made against invoices of 10% at the signature of the Contract, 30% at the time of commencement of supervision and the remaining part of the lump sum when the supervision has been finished.

10. The agreed lump sum price shall be deemed to include all the items mentioned in Clause 8.3. a) to e). If the supervision is delayed or suspended due to a cause which is attributable to the Purchaser or any contractor other than the Supplier, the Purchaser shall compensate the Supplier for any resulting additional costs, including but not limited to:

a) costs and extra work resulting from the delay;

b) waiting time and time spent on extra journeys to and from the installation site;

c) additional costs, including costs as a result of the Supplier having to keep his equipment at the installation site for a longer time than expected;

d) additional costs for journeys and board and lodging for the Supplier's personnel;

e) additional financing costs and costs of insurances;

f) other documented costs incurred by the Supplier as a result of changes in the supervision programme;

g) any costs not covered by a) – f), which could not reasonably be foreseen by the Supplier at the time of formation of the Contract and are caused by a circumstance which is not attributable to the Supplier.

If these costs are time-related, they shall be charged at the rates as agreed in the Contract or, failing agreement, as normally charged by the Supplier.

SITE REPRESENTATIVES AND SITE REGISTER

11. 1. Each of the parties shall by notice In Writing appoint a representative to act on his behalf during the supervision. Such notice of appointment shall be made in due time before installation and supervision work is started. Unless otherwise specified in the Contract, they shall be authorised to act on behalf of their respective party in all

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matters concerning the installation work and the supervision.
Wherever these Supplementary Conditions stipulate that notice In Writing shall be given, the representative shall be authorised to receive such notice on behalf of the party he represents.

11. 2. The Supplier shall keep a site register in which he shall note all installation and supervision work carried out and problems encountered, including any breach of safety regulations. This site register shall be updated and signed daily by the representatives of the parties.

WORK NOT COVERED BY THE CONTRACT

12. The Purchaser shall not be entitled to use the Supplier's personnel to perform any work not covered by the Contract without the previous consent In Writing of the Supplier.

SUSPENSION OF SUPERVISION

13. The Supplier shall be entitled without prior notice to suspend the supervision and withdraw his personnel, if an invoice is not paid at the due date.

14. If the installation work is suspended for a cause for which the Supplier is not responsible:
    a) the Purchaser shall be entitled to send home the Supplier's personnel, provided he pays the expenses resulting therefrom;
    b) the Supplier shall be entitled to recall his personnel at the expense of the Purchaser if the suspension of installation work exceeds a period of two weeks.

    If the Supplier's personnel is sent home or recalled under this clause, the Contract is not terminated and its performance is merely suspended until the Purchaser has required the return of the Supplier's personnel to the installation site by giving at least one month's notice In Writing or such period as may be agreed.

    If the suspension of the installation work lasts longer than three months, the Supplier shall be entitled to terminate the supervision Contract. The Supplier shall in such case be entitled to compensation. In case of supervision paid for on a time basis, he shall be entitled to payment of time worked and costs incurred and to payment of the amount of 25 per cent, or such other percentage the parties may have agreed upon, of the time to be spent if installation and supervision would have been completed as scheduled. In case of supervision on a lump sum basis, he shall be entitled to payment of the part of the lump sum which has not been paid yet, minus costs saved due to the termination.

SUPPLIER'S LIABILITY

15. The Supplier shall be liable for any damage to the Product and to the property of the Purchaser caused by the Supplier's negligence during the supervision and for any defects in the installation work resulting from the Supplier's failure to adequately perform his obligations under Clause 2. The maximum liability of the Supplier shall however be limited to the invoiced price or the price to be invoiced for the supervision work.

    The Supplier shall in case of any extra installation work resulting from the Supplier's negligence or failure be obliged to perform any related supervision work at no charge.

16. Save as otherwise stated in these Supplementary Conditions, there shall be no liability of the Supplier towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

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