

General terms and conditions of SAERTEX multiCom GmbH

Section A: General provisions

Section 1 Basis of the contract

1. These general terms and conditions of SAERTEX multiCom GmbH, Brochterbecker Damm 52, 48369 Saerbeck (hereinafter referred to as "**SAERTEX**", "**we**" or "**us**") shall apply to entrepreneurs (section 14 German Civil Code (Bürgerliches Gesetzbuch "**BGB**")), legal entities under public law or special funds under public law ("**Customer**").
2. Individual agreements with the Customer (including side agreements, supplements, and amendments) shall take precedence over these general terms and conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
3. The Customer's general terms and conditions of business or purchase shall not become part of the contract, even if SAERTEX does not expressly object to them. Our general terms and conditions shall also apply if SAERTEX performs the service to the Customer without reservation in knowledge of the Customer's general terms and conditions.
4. All legally relevant declarations and notifications by the Customer in regard to the contract (e.g., setting of deadlines, notifications of defects, termination) shall be made in writing, i.e. in written form (Section 126 BGB) or text form (Section 126b BGB) (e.g. letter, e-mail, fax). Legal formal requirements and further evidence, in particular in case of doubts about the legitimacy of the declaring party, shall remain unaffected.
5. The illustrations, drawings, weights, and dimensions etc. belonging to the contract are only approximations unless they are expressly designated as binding. Such information is not to be understood as a guarantee of quality.
6. SAERTEX reserves the right of ownership and copyrights to illustrations, drawings, calculations, data, data carriers, service descriptions, specifications, and other documents ("**information**") which we make available to the Customer; they shall not be made accessible to third parties without the express written consent of SAERTEX.
7. These general terms and conditions shall also apply to all future transactions with the Customer, provided that they are legal transactions of the same or similar kind.

Section 2 Place of performance

Unless otherwise stipulated in these general terms and conditions or unless otherwise stated in the order confirmation, the place of performance shall be the business address of SAERTEX as registered with the commercial register. This applies to all contractual obligations of both parties arising from the business relationship, including payments.

Section 3 Place of jurisdiction and applicable law

1. For all disputes arising from the contractual relationship the business address of SAERTEX as registered with the commercial register shall be authoritative for the place of jurisdiction. However, SAERTEX is entitled to sue the Customer at its place of business.
2. The contract and these general terms and conditions as well as the entire legal relationship between the Customer and SAERTEX shall be governed by the laws of the Federal Republic of Germany to the exclusion of all references to other legal systems and international treaties. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Section 4 Offer and conclusion of contract

1. Our offers are subject to change and non-binding unless we have expressly designated them as binding.
2. An order from the Customer that qualifies as an offer to conclude a contract within the meaning of section 145 BGB can be accepted by us within four weeks by sending a written confirmation. The Customer shall submit its offer in the relevant form pursuant to section 1 clause 4.

Section 5 General provisions on prices and payments

1. The prices communicated by us prior to conclusion of the contract shall be valid for 30 days. Notwithstanding the foregoing, the prices
 - a. regarding the wastewater - pressure sector shall be valid for 3 months,
 - b. regarding the drinking water - pressure sector shall be valid for 6 months,
 - c. for contracts for consulting services shall be valid for 14 days.
2. Invoices issued by SAERTEX are due for payment without deduction within 30 days of the invoice date, unless otherwise stated in the order confirmation or the invoice.
3. The statutory value-added tax is not included in SAERTEX's prices; it shall be shown separately on the invoice at the statutory rate on the day of invoicing. The deduction of a cash discount shall be subject to special written agreement.
4. Cheques and bills of exchange, which SAERTEX reserves the right to accept, shall only be considered a payment once they have been cashed or honored. Any discount charges and bank charges shall be borne by the Customer.

Section 6 Offset and rights of retention; plea of uncertainty

1. The Customer shall only be entitled to offset rights or rights of retention if its counterclaims have been finally and non-appealably established, are undisputed or have been acknowledged by SAERTEX in written form or if they originate from the same contractual relationship.
2. SAERTEX shall be entitled to execute or perform outstanding deliveries or services only against advance payment or security if, after conclusion of the contract, circumstances become evident which are likely to substantially reduce the creditworthiness of the Customer and as a result of which the payment of SAERTEX's outstanding claims by the Customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is jeopardized.

Section 7 Liability of SAERTEX

SAERTEX shall be liable for damages incurred only to the extent that such damage results from a culpable breach of an essential contractual obligation or from an intentional or grossly negligent conduct by us, our legal representatives, or persons whom we use to perform our obligation. If an essential contractual obligation is breached due to slight negligence, the liability of SAERTEX shall be limited to the foreseeable contract-typical damage. An essential contractual obligation is an obligation whose fulfillment is a precondition for the proper execution of the contract or on the observance of which the Customer has relied and was entitled to rely.

Any further liability for damages shall be excluded. Liability for culpable injury to life, body, or health in accordance with the statutory provisions shall remain unaffected. This shall also apply to mandatory liability under the German Product Liability Act (Produkthaftungsgesetz – ProdHaftG).

Section B: General terms and conditions of sale and delivery

The provisions of this section apply to sales contracts between SAERTEX and the Customer where SAERTEX acts as the seller.

Section 8 Conclusion of the contract, obligations of the Customer to cooperate

1. The Customer shall provide the agreed cooperation in the required quality and at the agreed times or at the times required according to the progress in executing the order.
2. The Customer shall be responsible for ensuring that the data and details as well as other information provided by it which are necessary for the conclusion of the contract are accurate and complete. This applies specifically to information on the type of liner, length, diameter, wall thickness, hardening media, construction project, etc. Any delivery date indicated by the Customer when placing an order represents a desired delivery date. This shall only be binding for SAERTEX – notwithstanding any further provisions in these general terms and conditions – insofar as it has been confirmed by SAERTEX in writing and/or individually agreed with SAERTEX.
3. The Customer is obliged to provide SAERTEX free of charge and completely with the necessary, up-to-date information and data such as measured values (wall thicknesses, pipe lengths etc.), copies of the PV reports (max. 1 year old) as well as other data and information necessary for the processing of the order when submitting the offer. SAERTEX shall be informed of any possible hindrances to the intended use.
4. The Customer shall provide the data and information within the meaning of clauses 2 and 3 in the relevant form pursuant to section 1 clause 4.
5. Any special requests by the Customer, which must in each case be agreed with SAERTEX in advance, shall be indicated and communicated clearly and unambiguously to SAERTEX by the Customer, if necessary, with a sketch indicating the situation on site. In particular, the Customer is obliged to provide SAERTEX with the documents indicating a special situation on site in such a timely and proper manner that they can be examined and adequately taken into account by SAERTEX during order processing. Any sketches submitted by the Customer are not to be understood as specifications of conditions to be covered by contractual warranty unless they are expressly confirmed by SAERTEX. In this respect, the series specifications of SAERTEX are decisive.
6. Any offers issued by SAERTEX are based on information provided by the Customer. Additional costs, additional expenses and damages resulting from incorrect or incomplete information from the Customer are to be borne and compensated by the Customer.
7. The object of purchase must be unloaded immediately and properly by a sufficient number of personnel to be provided by the Customer. The Customer shall in good time provide suitable unloading aids and means of transport at the designated place of delivery.
8. The Customer is obliged to inform SAERTEX in good time and comprehensively about hazardous conditions of use of the object of purchase and/or transport and unloading obstacles.

9. Depending on the product, project, and conditions, SAERTEX shall be entitled to insist on training, potentially exclusively on the premises of SAERTEX, prior to delivery. Furthermore, during installation of SAERTEX products, the specifications of the respective installation instructions of SAERTEX shall be observed. The Customer is obliged to prepare proper installation records and the further documentation in accordance with the specifications of the installation instructions and to send them to SAERTEX for documentation purposes without being requested to do so immediately after completion of the work.
10. The Customer has to comply with the obligations for sampling, securing and safekeeping resulting from the respective installation instructions.
11. If the product has been delivered to the Customer using temperature data loggers, the Customer shall immediately return the supplied temperature data loggers to SAERTEX.

Section 9 Technical advice

Information about the suitability and application of SAERTEX products are non-binding and do not establish a contractual legal relationship and no secondary obligations in regard to the delivery contract, unless otherwise agreed between SAERTEX and the Customer. Insofar as SAERTEX provides respective technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by SAERTEX, this shall be done free of charge and under exclusion of any liability. In all other cases SAERTEX shall be liable in accordance with the provisions of section 7 (liability).

Section 10 Time of delivery and service; delay; force majeure

1. Our delivery obligations are subject to correct and timely delivery to us by our suppliers unless we are responsible for the incorrect or delayed delivery to us.
2. Information on delivery times is approximate, unless otherwise agreed with the Customer. Delivery periods shall only commence after all details of execution have been fully clarified and shall presuppose the timely and proper fulfillment of the Customer's obligations.
3. Any delays in delivery and performance due to force majeure and due to events, that considerably complicate or render impossible due delivery (e.g., strike, lockout, blockades, pandemics, etc.), for which SAERTEX is not at fault, shall entitle SAERTEX to postpone delivery or rendering of services for the duration of the obstruction plus a suitable start-up period.
4. SAERTEX shall only be entitled to part deliveries and part performance if of interest to the Customer according to the purpose of the contract and if the Customer does not incur significant additional expenses.
5. If SAERTEX defaults on a delivery or performance or if a delivery or performance becomes impossible for SAERTEX for whatever reason, the liability of SAERTEX for damages shall be limited in accordance with section 7 of these general terms and conditions.

6. If a hindrance in the event of war, riot, strike, lockout, shortage of raw materials and energy, sanctions, embargoes, and export bans as well as in the event of other unforeseeable, unavoidable events without fault such as sovereign measures, traffic disruptions, operational disruptions without fault etc. lasts longer than two months, both contracting parties shall be entitled to withdraw from further execution of the contract with a notice period of two weeks.

Section 11 Passing of risk and place of performance, packaging

1. Unless otherwise stated in the order confirmation, delivery is agreed to be "Free Carrier plant SAERTEX" (FCA Incoterms).
2. In the event that collection has been agreed, the risk of accidental loss and accidental deterioration of delivery items passes to the Customer upon notification of readiness for collection. In all other respects the risk shall pass to the Customer at the time the goods are handed over to the carrier or another person designated by the Customer. This shall also be the case if SAERTEX carries out the transport with its own employees at the Customer's request. The agreed place within the meaning of clause 2 shall at the same time be the place of performance of the delivery.
3. Transport packaging and all other packaging within the meaning of section 15 of the German Packaging Act (Verpackungsgesetz – VerpackG) shall only be taken back at the Customer's expense and only at SAERTEX's premises.

Section 12 Special provisions on prices and payments

1. The following provisions shall apply in addition to section 5.
2. The invoice shall be issued on the date the goods are delivered or made available. Additional deliveries and services shall be billed separately.
3. Unless otherwise stated in the order confirmation, the prices according to the up-to-date price list of SAERTEX on the basis of FCA Incoterms apply, excluding packaging, transport, and customs costs; these will be invoiced separately.
4. We charge the usual costs for transport/shipping at cost price, unless otherwise agreed with the Customer. If the reusable packaging is returned carriage paid and in faultless condition within 4 weeks (domestically) or 3 months (within the European Union), 80% of the price of the reusable packaging will be credited back. If the reusable packaging is defective when returned, the credit will be reduced accordingly. Included temperature data loggers will be charged at 180.00 Euro per data logger. If the data loggers are also returned to SAERTEX in working order within the aforementioned deadlines, they will be credited back at 100%.

Section 13 Warranty

1. The Customer shall be entitled to warranty claims only if it has complied with its obligations to examine the goods and to give notice of defects in accordance with section 377 of the German Commercial Code (Handelsgesetzbuch – HGB).
2. SAERTEX products, in particular the liners, packaging, means of transport, etc., shall be inspected by the Customer for damage immediately after delivery to the Customer.
3. The warranty shall be excluded, among other things, for defects caused by failure to observe the installation instructions and/or product information, damage by the Customer, improper handling or operation by the Customer, and natural wear and tear. The same shall apply in case of use contrary to the intended purpose, incorrect use and/or use of parts not compatible with the system, such as unsuitable operating equipment and installation materials, faulty construction work, unsuitable building ground, chemical, electrochemical, or electrical influences, unless the Customer proves that this has demonstrably remained without influence on the warranty case.
4. If the goods delivered by SAERTEX are mixed with third-party components, processed, or used together with them, the Customer shall have warranty rights against SAERTEX only if the Customer proves that the components were demonstrably free of defects and suitable.
5. Before carrying out supplementary performance SAERTEX shall in all cases be granted an opportunity to examine the damage - itself or through experts. Any components causing and/or relevant to the damage shall be kept safely and shall be provided to SAERTEX for examination purposes upon request.
6. In the event of a justified and timely notice of defects, the Customer shall be entitled to supplementary performance during the warranty period; regarding the kind of supplementary performance – remedying of the defect or delivery of a defect-free item – SAERTEX has the right to choose.
7. The Customer shall not be entitled to claims for defects in case of only insignificant deviation from the agreed quality or in case of only insignificant impairment of usability.
8. The period of limitation for claims for defects shall be one year from the passing of risk. This shall not apply insofar as longer periods are prescribed by law pursuant to section 438 subsection (1) no. 2 BGB (buildings and objects for buildings), section 478 BGB (recourse of the entrepreneur) and section 634a subsection (1) no. 2 BGB (construction defects) as well as in cases of injury to life, body, or health, in the event of an intentional or grossly negligent breach of duty by SAERTEX and in case of fraudulent concealment of a defect.

Section 14 Retention of title

1. The following agreed retention of title serves as security for all present and future claims of SAERTEX against the Customer based on the business relationship. In the case of several claims or a current account, the retention of title shall be deemed security for the balance claim, even if individual deliveries of goods have already been paid.

2. The object of sale delivered by SAERTEX to the Customer shall remain in the ownership of SAERTEX until all secured claims have been paid in full. The object of sale as well as the goods covered by the retention of title taking its place according to the following provisions shall hereinafter be referred to as "**reserved goods**".
3. The Customer must keep the reserved goods properly in safe custody for SAERTEX free of charge.
4. The Customer must treat the reserved goods with care. It must adequately insure them at its own expense against fire damage, water damage and theft at the replacement value. Insofar as maintenance and inspection work becomes necessary, the Customer must carry it out in due time at its own expense.
5. The Customer may use the reserved goods and resell them in the ordinary course of business if it is not in default of payments. However, it may not pledge the reserved goods or transfer ownership of the reserved goods as security. The Customer's claims for payment against its customers resulting from a resale of the reserved goods as well as those claims of the Customer with regard to the reserved goods which arise for any other legal reason against its customers or third parties (especially claims in tort and claims for insurance benefits), including all balance claims from current accounts, the Customer hereby assigns to SAERTEX by way of security. SAERTEX accepts this assignment.
6. The Customer may collect these claims assigned to SAERTEX for its account in its own name as long as SAERTEX does not revoke this authorization. The right of SAERTEX to collect these claims itself shall not be affected thereby; however, SAERTEX undertakes not to assert the claims itself and not to revoke the authorization to collect as long as the Customer duly meets its payment obligations.
7. However, if the Customer acts in breach of contract – in particular if it is in default of payment of a claim for payment – SAERTEX is entitled to demand that the Customer discloses the assigned claims and the respective debtors, informs the respective debtors about the assignment and hands over all documents to SAERTEX as well as provides all information required to assert the claims.
8. Processing or transformation of the reserved goods shall always be undertaken for SAERTEX as manufacturer. If the reserved goods are processed with other items not belonging to SAERTEX, SAERTEX shall acquire co-ownership of the new item in the proportion of the value of the reserved goods (invoice amount including value-added tax) to the other processed items at the time of processing. If the reserved goods are combined or inseparably intermixed with other items not belonging to SAERTEX, SAERTEX shall acquire co-ownership of the new item in the proportion of the value of the reserved goods to the other combined or intermixed items. If the Customer's item is to be regarded as the main item in case of combination or intermixing, it shall be deemed agreed that the Customer shall transfer co-ownership of the new item to SAERTEX on a pro rata basis.
The Buyer shall hold the solely owned or co-owned item thus created in safe custody for SAERTEX.

9. In the event that a third party asserts rights to the reserved goods, particularly by way of attachment, the Customer shall immediately inform them of the ownership of SAERTEX and shall notify SAERTEX thereof in writing in order to enable the enforcement of the ownership rights. Insofar as the third party is not able to reimburse SAERTEX for the court costs or out-of-court costs arising in this context, the Customer shall be liable for these costs to SAERTEX.
10. To secure SAERTEX's claims against the Customer, the Customer shall also assign to SAERTEX those claims that arise against a third party as a result of the object of sale having been connected with a plot of land.
11. Insofar as the realizable value of all securities to which SAERTEX is entitled exceeds the amount of all secured claims by more than 10 %, SAERTEX shall release a corresponding part of the securities at the Customer's request. It shall be presumed that the conditions of the previous sentence have been met if the estimated value of the securities to which SAERTEX is entitled reaches or exceeds 150 % of the value of the secured claims. SAERTEX shall be entitled to choose between different securities for release.
12. In the event of breaches of duty by the Customer, in particular in the event of default of payment, SAERTEX shall be entitled, without setting a deadline, to demand the return of the reserved goods and/or – if necessary, after setting a deadline – to revoke the contract; the Customer is obliged to return the goods. The demand for return of the reserved goods shall not constitute a declaration of revocation by SAERTEX, unless this is expressly declared.
13. If the retention of title is not effective under the law of the country in which the delivered goods are located, the Customer shall at the request of SAERTEX provide security of equal value. If the Customer fails to comply with this request, SAERTEX is entitled to demand that all outstanding accounts be immediately paid irrespective of agreed payment terms.

Section C: General rental conditions

The provisions of the following section shall apply to contracts between SAERTEX ("Lessor") and the Customer ("Lessee") regarding the rental of items (e.g. installation aids, devices, machines, and UV-systems).

Section 15 Conclusion of contract, content, and subject of the rental contract

1. The Lessor undertakes to grant the Lessee the use of the agreed rental item against payment during the rental period. The Lessor shall leave the rented item to the Lessee in a condition suitable for use in accordance with the contract.
2. In addition to the rental of the rented item, it may be agreed between the parties that appropriate operating personnel will be provided by the Lessor for a fee.

Section 16 Handover of the rented item, Lessor's default

1. The Lessor shall keep the rental item ready for collection by the Lessee at the agreed time in a contractual, operational condition and, if applicable, fully fueled and with the necessary documents.
2. The Lessee can only claim damages for the untimely provision of the rented item if the Lessor is responsible for this. In this case, the Lessor shall be liable in accordance with the provisions of section 7. The right of termination shall remain unaffected.
3. If the rented item is handed over later without fault of the Lessee, the rental period shall begin at the time of handover.

Section 17 Defects of the rented item

1. The Lessee is obliged to inspect the rented item at the latest upon handover and to notify the Lessor immediately of any defects discovered.
2. The Lessee shall notify the Lessor in writing of hidden defects, damage and/or malfunctions immediately after they become known.
3. The Lessee shall be entitled to demand that such defects be remedied which nullify or reduce the suitability of the rented item for the contractual use. The Lessor shall bear the costs of remedying the defects but shall also be entitled to provide the Lessee with an equivalent replacement instead of repairing the defects.
4. In the event of defects which impair the operational safety of the rented item, the use of the rented item shall not be permitted. Except in accordance with section 536a subsection (2) BGB, the rented item may neither be opened nor repaired by the Lessee or a third party. All repairs shall be carried out by the Lessor or a person commissioned by it. The Lessor shall provide the

Lessee with another equivalent rental item for the duration of the repair if this is possible for it. If this is not possible, the Lessee shall not have to pay the rent for the period of the repair.

5. The Lessee shall be entitled to extraordinary termination due to a defect exclusively in accordance with the statutory provisions.

Section 18 Special provisions on rental prices and payments

1. The following provisions shall apply in addition to section 5:
2. Machine / equipment rental
 - a. Daily rental prices are counted per working day. Saturday shall not be counted as a working day (unless separately agreed).
 - b. The rental prices do not include the applicable value-added tax, cleaning, repair, fuel, customs duties, transportation, or loading and unloading if relevant.
 - c. The rental period shall generally be charged by the day. Any days started are counted as a full day. The minimum rental period is one day. It shall commence at the time specified in the order or the rental contract.
3. UV systems and application technicians
 - a. The agreed daily/weekly or project-based prices ("**remuneration**") apply to the rental of UV system technology, including support from application technicians from SAERTEX.
 - b. The remuneration does not include the applicable value-added tax, fuel, customs duties, tolls, consumables, transport, transfer, and repair costs.
 - c. In addition to the daily rate for application technicians, the Lessee shall bear the following costs:
 - rental vehicle (including for travelling home on the weekend), hotel, flight, and ferry costs,
 - hours of overtime on workdays (6 a.m. - 10 p.m.),
 - hours of overtime between 10 p.m. and 6 a.m. and on Saturdays,
 - hours of overtime on Sundays and holidays.
4. If the rent and the remuneration have not already been paid in advance (in full) at the time of handover of the rented item, the final invoice of the rent, the remuneration and other claims shall be issued upon return of the rented item.
5. In the case of a long-term rental, which lasts at least one month, the rent will be charged monthly and will be invoiced for the previous month in each case with its expiry. The last invoice will be issued at the end of the rental period.

Section 19 Deposit and rental collateral

1. It is reserved to agree upon conclusion of the contract that the Lessee shall pay a deposit.
2. The Lessee shall not use the payment of a deposit as an advance payment of the rent due or as a compensation payment in the event of damage. However, upon ending of the rental relationship, the Lessor shall be entitled to set off the amounts payable by the Lessee with the security deposit. The deposit shall be refunded when it is established that the Lessee has fulfilled its obligations in full.
3. To secure the claim to payment of the rent and remuneration, the Lessee shall assign to the Lessor all its claims against its client which arise from the business relationship, for which the Lessee uses the rented item, in the amount of the agreed rent and remuneration minus a deposit paid. The Lessor accepts this assignment. The Lessee shall be entitled and obligated to collect the assigned claim in its own name in the ordinary course of business. The assignment of the claim shall initially not be disclosed to the Lessee's client by the Lessor; the Lessor shall be entitled to disclose the assignment when the event for which the security is provided occurs. This event, as a requirement for the realization of security, occurs when claims secured with this contract are due and the Lessee is in default with its payments in whole or in part. In the event of the Lessee's default in payment with respect to the Lessor's secured claim, the assignee shall first be threatened in writing with the disclosure and realization of security. The payment period shall be set by the Lessor in such a way that the Lessee is given the opportunity to raise objections or to remedy the default in payment. After expiry of the payment period, the Lessor shall be entitled – but not obliged – to collect the assigned claims as well as to realize them in other ways than by collection at its reasonable discretion.

Section 20 Obligations of the Lessee / contractual use of the rented item

1. The Lessee undertakes to only use the rented item for its intended purpose, observe the relevant accident prevention and occupational safety provisions, as well as road traffic regulations.
2. The Lessee undertakes to truthfully inform the Lessor of the respective location or place of use of the rented item.
3. The Lessee is obligated and assures to
 - a. handle the rented item with care, protect it from overuse in every respect, and protect it from access by third parties. The Lessee, its personnel, its auxiliaries, and/or other persons who operate the rented item on behalf of and/or under the responsibility of the Lessee shall be familiar with the operating instructions affixed to the rented item and/or (other) instructions provided by the Lessor and act accordingly. The Lessee shall ensure that all persons who operate the rented item are qualified to do so and have any certificates, evidence of formal qualifications, driver's licenses, etc. that may be required (by law). In the event of a breach of the aforementioned provisions, the insurance (for vehicles only) may be invalid;

- b. carry out proper and professional maintenance and care of the rented item at its own expense and, in particular, to perform the necessary inspection and repair work professionally at its own expense using original or equivalent spare parts.
4. The Lessor is entitled to view the rented item at any time and after prior arrangement with the Lessee to inspect it or to have it inspected by an agent.
5. The Lessee undertakes to pay all expenses, fees, and taxes (including taxes for the use of public areas) incurred by the Lessor in connection with the use of the rented item by the Lessee. Furthermore, the Lessee undertakes to pay all fines imposed on the Lessor for which the Lessee is responsible as a result of the Lessee's conduct in connection with the Lessee's use of the rented item.
6. If required for legal reasons, the Lessee shall ensure at its own expense that it has the necessary permits and authorizations in good time before the collection/delivery of the rented item and/or the start of installation.
7. The Lessee may not pass the rented item on, assign any rights under this contract, or grant rights of any kind to the rented item to a third party. If the Lessee nevertheless permits a third party to use the rented item, the Lessor shall be entitled to extraordinarily terminate the contract with the Lessee.
8. If third parties should assert rights to the rented item by way of seizure or attachment or on the basis of other alleged claims, or should take possession of the rented item, whether they are authorized or unauthorized to do so, the Lessee is obliged to inform the Lessor immediately and within three days in the relevant form pursuant to section 1 clause 4. The Lessee is also obliged to inform the third party of the Lessor's ownership in writing and to send a copy of this notification to the Lessor.
9. The Lessee undertakes to release the Lessor from any claims asserted against it by third parties that were culpably caused by the Lessee in connection with the use of the rented item.

Section 21 Theft and loss

1. The Lessee shall take appropriate measures to protect the rented item against theft.
2. In the event of theft or loss of the rented item, the Lessee is obliged to inform the Lessor immediately after discovery, at the latest within 24 hours, and to report the theft immediately to the police. The Lessee shall submit a copy of the police report to the Lessor. In case of loss or theft, the date stated as the date of loss in the police report shall be deemed to be the end date of the rental contract. Meanwhile, the rental of other items covered by the same rental contract shall continue.

Section 22 Special obligations in the event of damage or breakdowns

1. In the event of damage, the Lessee is obliged to ensure that – after securing the location and rendering first aid – all measures necessary are taken to minimize the damage and to preserve evidence, specifically
 - a. informing the police immediately, including in the event of accidents in which no third parties are involved,
 - b. noting down the names and addresses of the parties involved in the accident and witnesses as well as the official registration of vehicles involved and drawing a sketch to forward to the Lessor,
 - c. refraining from admitting any fault by the Lessee, and
 - d. taking appropriate safety precautions for the rented item.
2. The Lessee shall not leave the site of the accident until it has fulfilled its duty to clarify what happened and establish the required facts. It shall name any witnesses, if there are any, of the stopping location of the rented item and draw a respective sketch. The Lessee is obliged to immediately and personally inform the Lessor fully and truthfully of every case of damage. During the processing of the claim, the Lessee is also obliged to support the Lessor and its insurer and provide any information required to clarify the claim and determine the claim situation between the Lessor and Lessee.

Section 23 Special provisions for the use of UV systems and curing technology with operating personnel

1. When renting the rented item with the Lessor's operating personnel, the operating personnel shall only be employed to operate the rented item and not for other work. The personnel shall perform the operation of the rented item according to the instructions and disposition of the Lessee. In the event of damage caused by the operating personnel, the Lessor shall only be liable if he has not selected the operating personnel properly. In all other respects, the Lessee shall be liable for damage caused by the operating personnel to the rented item or to the property of third parties.
2. A UV system (installed on a truck) shall principally always be manned by an application technician from SAERTEX for curing of SAERTEX-liners. Products of competitors can generally not be installed using a UV system of SAERTEX.
3. The Lessee shall ensure that personnel with suitable professional skills and training for UV liner installation (German or English speaking) are deployed on the construction site. In addition, the Lessee shall ensure and confirm that a site manager (German or English speaking) shall always be present for the organization and coordination of the construction site.
4. The UV system shall, as a basic principle, only be stored in locked buildings or in a locked and guarded parking lot (24 hours) when outside Germany. This applies to every working day, as well

as to weekends and public holidays, as a general rule. Any fees incurred shall be borne in full by the Lessee.

Section 24 Return of the rented item

1. The Lessee is obliged to return the rented item at the Lessor's premises at the contractually agreed time without needing to be asked and at the Lessee's own expense. The parties understand "return" to mean the handover of the rented item to the Lessor, or an employee or authorized representative commissioned by the Lessor to accept the rented item in such a way that the aforementioned person receives exclusive power of disposal over the rented item. If the rented item has been rented out for a longer period (without an end date), the Lessee shall be obliged to give the Lessor advance written notice of the intended return of the rented item in good time (written notification of availability). Until final delivery of the rented item to the Lessor, the Lessee shall pay the contractually agreed rent.
2. The rental period shall end on the day of return of the rented item, but at the earliest when the agreed rental period expires.
3. The Lessee is obliged to return the rented item in a contractual condition. In particular, the Lessee shall return the rented item fully refueled, clean, sorted as it was on receipt and packed into boxes, etc. Any additional work required due to failure to sort or clean the rented item sufficiently shall be invoiced to the Lessee by the Lessor.
4. The return on the agreed return date (Mon.-Fri.) shall be made by 3 p.m. at the latest in order to enable the Lessor to inspect the rented item on the same day.
5. If the Lessor is in default vis-à-vis a subsequent lessee as a result of a late return of the rented item for which the Lessee is responsible, the Lessee shall bear all costs arising from this late return that the subsequent lessee claims from the Lessor.
6. If a collection has been agreed, the following shall apply:
 - a. The rented items shall be sorted, cleaned, organized, and made ready for collection by truck. The Lessee shall provide an industrial truck suitable for loading or load the rented items itself.
 - b. If the rented item is to be accepted by the Lessor at a location other than the distribution facility in accordance with the contractual provisions, the Lessee shall, after having received written notification, ensure collection from the specified location daily between 8:00 a.m. and 6:00 p.m. The Lessee shall also ensure that a responsible person is present when the rented item is handed over to the Lessor.
7. The rented item shall be inspected after return by the Lessor's company or by a company commissioned by the Lessor. Acceptance by a carrier commissioned by the Lessor shall not be deemed to be an inspection in this sense. If the Lessee wishes to be present during the inspection, it must indicate this at the conclusion of the contract so that a date and time for the inspection (within 24 hours after return) can be agreed upon.

8. If damage to the rented item is identified during the inspection, the Lessee shall be notified. In the damage report, the Lessor shall specify a period in which the damaged rented item shall be made available to the Lessee for a damage assessment. At the end of this period, if the Lessee has not performed a damage assessment, the Lessor shall carry out the repair or purchase a replacement.

Section 25 Insurance of the rented item

1. The rented item is not insured by the Lessor. The Lessee may take out its own insurance for the rented item.
2. When vehicles are rented out, the rental price includes liability insurance for the use of the vehicles on public roads in accordance with the German Compulsory Insurance Act (Pflichtversicherungsgesetz – PflVG), providing at least the amount of coverage required by law in the country of registration of the vehicle. Objects/tools located in or on the vehicle/rented item are not covered by this insurance. There is no extended passenger accident insurance coverage. The following are not covered either:
 - a. damage to third parties that is not covered for insurance reasons, e.g., due to driving under the influence of alcohol or gross negligence,
 - b. damage to pipelines or cables that are above or below ground and/or consequential damage resulting from this.

The Lessee is not liable for damage for which it is responsible for the amount covered by the liability insurance policy.

Section 26 Liability of the Lessee

1. The Lessee shall be liable for any damage to the rented item for which it is responsible, damage caused by its operation of the rented item, and the loss of the rented item for which it is responsible (including parts and accessories of the rented item) during the term of the rental contract. If the Lessee passes the rented item on to a third party, the Lessee shall be responsible for any fault of the third party during their use of the rented item.
2. The Lessee's obligation to pay damages shall include the repair costs plus any depreciation or, in case of a total loss of the rented item, the replacement value of the vehicle minus the residual value. In addition, the Lessee is liable, insofar as justifiably incurred, for towing costs, expert fees and any other costs incurred by the Lessor and loss of rent. The Lessee shall be responsible for the consequences of any traffic violations or criminal offenses ascertained in connection with the use of a rented vehicle by it and is liable to the Lessor for the fees and costs incurred. The Lessor is entitled to name the Lessee as the driver to the authorities in such a case.

Section 27 Termination

1. The parties shall be entitled to termination rights in accordance with the statutory provisions (sections 543, 580a BGB). If the rental agreement has been concluded for a definite period, there shall be no ordinary right of termination.
2. In the event of a compelling reason, the parties may terminate the rental contract without notice for cause in compliance with the requirements of section 543 BGB. A compelling reason is deemed to obtain if the party giving notice, with all circumstances of the individual case taken into account, including without limitation fault of the parties to the contract, and after weighing the interests of the parties, cannot be reasonably expected to continue the rental contract until the end of the notice period or until the contract ends in another way.
3. In the event of justified exercise of the right of termination, the above provisions regarding the return of the rented item shall apply.
4. If the rental contract ends due to termination without notice by the Lessor, the Lessee shall be liable for the loss of rent until the expiry of the agreed rental period. This shall also apply insofar as the rent agreed upon with the Lessee cannot be achieved in the event of renting out the rented item to a subsequent lessee.

Section D: General conditions for service and consulting services

The provisions of the following section shall apply to contracts between SAERTEX and the Customer for which SAERTEX acts in an advisory capacity to the Customer.

Section 28 Subject of the contract

1. SAERTEX shall provide supporting application-technical services and consulting services according to the agreement between the parties in connection with project planning and project implementation as well as installation and handling of all SAERTEX products. The services may, depending on the agreement between the parties, include:
 - a. Training:

SAERTEX shall provide theoretical and practical training on project planning and project implementation and installation and handling of all SAERTEX products. Training may take place at SAERTEX's premises, at the Customer's premises or at the construction site / during installation, depending on needs and scope.
 - b. Feasibility checks and on-site inspection of the Customer's construction site:

Upon request, SAERTEX shall examine the feasibility of realizing a project (possibility to renovate with a SAERTEX product, necessary preparations) based on an on-site inspection of the Customer's construction site and advise on the selection of the suitable SAERTEX product.
 - c. Installation support:

Upon request, SAERTEX shall support initial and subsequent installations with an experienced application technician for advice and further training on site, by mail or by telephone. SAERTEX advises on the selection of the suitable equipment for the installation of SAERTEX products as well as assists with the application for / issuance of required documents.
 - d. Quality Assurance:

To ensure long-term quality of the installation, SAERTEX shall make on-site inspections at regular intervals during a project upon request.
2. SAERTEX provides consulting services only. SAERTEX shall provide the contractual services in accordance with the current state of knowledge and by qualified personnel ("**application technicians**"). However, the responsibility for the proper installation of the respective SAERTEX product shall remain with the Customer, who shall also have the authority to decide on the individual measures. The production of a work (e.g., the proper installation) or the rendering of other contractual services related to a contract to produce a work are not owed by SAERTEX, unless expressly agreed otherwise between SAERTEX and the Customer.
3. When performing the contractually owed services, the application technician employed by SAERTEX shall not be subject to any instructions by the Customer. The performance of services by SAERTEX is only carried out in coordination with the Customer. However, SAERTEX will

organize the work of the application technician in such a way as to achieve optimum efficiency in the performance of the services under the contract.

Section 29 Cooperation obligations of the Customer

1. The Customer shall immediately inform SAERTEX or, in case of work at the Customer's construction site, the employed application technician about all data, circumstances and conditions relevant to the contractual service. The Customer shall name a responsible contact person (German or English speaking) to SAERTEX. The Customer ensures that a responsible project or construction manager (German or English speaking) is permanently on site during the work of the application technician on the Customer's construction site.
2. The Customer shall grant the application technician access to the site, buildings and premises established and operated by the Customer as necessary to provide the services.
3. The Customer shall ensure that the construction site is properly and professionally set up, that suitable equipment for the implementation of the measure is provided, that all necessary aids are provided and that the applicable safety regulations are complied with.
4. If the Customer does not fulfill its obligations to cooperate and if for this reason SAERTEX is not able to complete the contractual services completely or partly within the agreed period, the agreed period shall be extended appropriately.

Section 30 Working hours

The Working Time Act of the Federal Republic of Germany (Arbeitszeitgesetz - ArbZG) shall apply to the work of the application technician at the Customer's premises or construction site as well as to travel times. The daily working time shall be 8 hours, followed by a rest period of at least 11 hours. Work on Sundays and public holidays is only permitted with special justification and, if necessary, official approval and must be applied for in advance.

Section 31 Accommodation and overnight stays, air travel

1. The accommodation of SAERTEX's employees shall be provided by and at the expense of the Customer unless otherwise agreed. The accommodation has to be in single rooms corresponding at least to the 3-star standard of the German Hotel and Restaurant Association. The respective booking confirmations shall be sent to SAERTEX as soon as possible, but at the latest 48 hours before the start of the trip by our employees. The preceding sentence shall not apply if the conclusion of the contract takes place at such short notice before the start of the trip that this deadline cannot be met. In this case the Customer has to send the booking confirmations immediately, that means without culpable delay.
2. The outward journey and the return journey of employees of SAERTEX shall be at the expense of the Customer. In the event of necessary travel by air, accommodation must be provided in the "Premium Economy" class if the flight is more than ten hours long.

Section 32 Prices

1. For the consulting services agreed between SAERTEX and the Customer the agreed service prices, daily prices, weekly prices, or project-based prices plus the respectively applicable value added tax shall apply.
2. In addition to clause 1, the Customer shall also bear the following costs to the extent they are actually incurred in the course of the services provided by SAERTEX to the Customer:
 - a. necessary rental car costs for the personnel employed at the Customer's construction site (including for travelling home on the weekend),
 - b. hotel, flight, and ferry costs,
 - c. hours of overtime on workdays (6 a.m. - 10 p.m.),
 - d. hours of overtime between 10 p.m. and 6 a.m. and on Saturdays,
 - e. hours of overtime on Sundays and holidays.
3. The services provided by SAERTEX will be invoiced to the Customer after completion of the services.

Section 33 Limitation of claims for damages

1. The limitation period for claims of the Customer for damages is one year. This shall not apply in the event of a grossly negligent or intentional breach of duty, in the event of a culpable breach of essential contractual obligations, in the case of culpably caused injury to life, body or health or in the case of claims under the German Product Liability Act.
2. The limitation period for claims for damages shall also apply to the compensation of futile expenses.
3. Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of the expiry of the limitation period, suspension and recommencement of time limits shall remain unaffected.