



General Terms and Conditions of Installation GERB Schwingungsisolierungen GmbH & Co. KG As of 19 November 2024

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I. General Provisions

- (1) These Installation Terms and Conditions (ITCs) of GERB Schwingungsisolierungen GmbH & Co. KG shall apply as a supplement to our General Sales Terms and Conditions to all of our Installations carried out for our clients/buyer (hereinafter referred to as “the Customer”).
- (2) Our ITCs shall apply exclusively. Varying, conflicting or additional Terms and Conditions of the Customer shall become an integral part of the contract only insofar as we have expressly approved their validity in writing, and shall otherwise not become part of the contract even in case of our order acceptance.
- (3) Individual agreements reached with the Customer in particular cases (including subsidiary agreements, addenda and modifications, etc.) shall prevail over these ITCs. The content of such agreements shall be determined by a written contract or our written confirmation.
- (4) We reserve ownership rights and copyrights to all drawings, technical information, cost estimates and similar information provided by us, including in electronic form. Such information and documents may only be made accessible to third parties in whole or in part with our prior written consent. The same applies to the reproduction of these documents.
- (5) Legally relevant declarations and notices that the Customer may issue to us after the conclusion of contract (e.g. deadlines, notices of defects, notices of cancellations or reductions, etc.) must be in writing in order to be effective.
- (6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these ITC.
- (7) The invalidity or unenforceability of any provisions of these ITCs shall not affect the validity or enforceability of any other provisions of these ITCs, which remain in full force and effect. In the event that a particular provision may be invalid, the parties shall mutually agree on a provision whose effect is to the greatest possible extent equivalent to the invalid provision.

II. Installation Costs

The installation costs shall be charged according to the time required, the actual material and transport costs as well as the travel expenses (hotel costs, air fare, etc.), if no lump-sum is expressly agreed. Statutory VAT shall be added to the installation costs, if applicable.

III. Customer’s obligations to co-operate

- (1) The Customer takes the necessary actions to protect persons and the property at the installation site. The Customer shall inform our site supervisor about special safety instructions, if applicable.
- (2) The Customer provides technical assistance at his own expense. In particular, he undertakes to
 - (a) Provide the required and appropriate auxiliary personnel for the installation works. The personnel shall comply with the instructions of our site supervisor. The Customer shall be liable for the auxiliary personnel. In case that defects and damages caused by the auxiliary personnel originated from wrong instructions given by our site supervisor, these shall be governed by Clauses VI and VII.

- (b) Execute the necessary construction works and to provide the scaffolding works including the necessary equipment and heavy lifting tools. The Customer shall conduct all necessary activities in order to facilitate the adjustment of the items to be installed and the final acceptance inspection, if applicable.
- (3) In case that the Customer does not fulfill his duties and obligations, and if an adequate time limit set by us lapses without effect, we are authorized to conduct them on his behalf and at his expense. Our further legal rights and claims shall remain unaffected.

IV. Installation Time, Delays, Impossibility and Export Control

- (1) The contracting parties shall determine the installation time. It can only be adhered to if all commercial and technical questions have been clarified and the Customer has fulfilled the obligations incumbent upon him, such as the provision of the necessary information and documents, and has given us access to the installation site. If this is not the case, the installation time shall be extended appropriately, provided we are not responsible for the delay.
- (2) The agreed installation time shall be deemed to have been complied with if the installation is ready for acceptance by the Customer by the end of the period.
- (3) If non-compliance with the installation time is due to force majeure or other events beyond our control, our installation period shall be extended accordingly.
- (4) Should it become impossible for us to complete the entire installation prior to acceptance, the Customer may withdraw from the contract without setting a deadline. The Customer may also withdraw from the contract if it becomes objectively or subjectively impossible to carry out part of the assembly work for and the Customer has a justified interest in refusing partial assembly. In all other respects, Clause 7 para. III shall apply. In the event of impossibility or inability during the delay in acceptance, the Customer shall remain obliged to provide the consideration. The same shall apply if the Customer is at least largely responsible for the occurrence of these circumstances.
- (5) The Customer shall be entitled to withdraw from the contract in accordance with the statutory provisions if we have not complied with a reasonable deadline for installation after the due date. At our request, the Customer shall inform us within a reasonable period of time whether he is exercising his right of cancellation. Other claims arising from the delay shall be determined exclusively in accordance with Clause VII of these Terms and Conditions of Installation.
- (6) If the Customer suffers damage due to our delay, he may demand a lump-sum compensation for delay. For each completed calendar week, the compensation shall amount to 0.5 % of the value of the installation price of that part of the system to be installed by us which cannot be used on time in accordance with the contract as a result of the delay, but not more than a total of 5 % of the agreed installation price.
- (7) The performance of the contract is subject to the condition that there are no obstacles to fulfil national or international regulations, in particular export control provisions, embargoes or other restrictions. The Customer undertakes to provide all information and documents required. Delays due to approval procedures shall be extended accordingly. If the required approvals are not granted, the contract shall be deemed not to have been concluded with regard to the affected parts. Claims for damages or any other claims are excluded.
- (8) We are entitled to terminate the contract, in whole or in part, without notice if such termination is necessary to comply with national or international law. In this case, we are entitled to terminate the

contract, in whole or in part, without notice if such termination is necessary to comply with national or international law. In this case, claims for damages or any other claims are excluded.

V. Acceptance of Performance

- (1) The acceptance of performance shall occur as soon as we have informed him about the completion of the installation. In case that the installation works prove to be not in accordance with the contract, we shall be obliged to remedy the defects provided that the defects are not insignificant to the Customer or the defects are attributable to him.
- (2) If the delay of the acceptance of performance is not attributable to us, it shall be deemed as being carried out after the lapse of two weeks subsequent to the notification of the completion of installation.
- (3) If the Customer did not reserve his rights regarding particular defects, our liability for visible defects shall expire after the acceptance of performance.

VI. Claims for Defects

- (1) The Customer shall immediately inform us in writing about any defects detected. After the acceptance of performance we shall exclusively be liable according to para. 5 and 6 of the present clause and according to clause VII, as well as to remedy the defects from installation.
- (2) We shall not be liable for defects that are insignificant to the Customer or which are attributable to him. The same shall be applicable in case that the Customer or any third party on his behalf undertakes any kind of alterations or maintenance without our prior consent.
- (3) The Customer shall give us the necessary time and opportunity to undertake the repairs; otherwise we shall not be liable for the associated consequences. In order to avoid any excessive damage, the Customer shall be entitled to resolve the defects by himself or by means of third parties, and to demand a reimbursement from us for the objectively required expenses, provided that he immediately informs us of this situation. The same shall be applicable in case that we do not comply with a deadline according to the statutory provisions set by the Customer.
- (4) In case of legitimate claims, we assume the direct costs caused to remedy the defects, to the extent that these costs are not disproportionate.
- (5) In case that an adequate time limit set to us by the Customer to remedy the defects lapses without effect, he shall have the right to reduce the contract price within the limits of the statutory provisions. In case that the reduction of the contract price is verifiably without interest to the Customer, he has the right to withdraw from the contract.
- (6) Further claims shall be determined exclusively pursuant to Clause VII of these ITCs.

VII. Liability and Disclaimer

- (1) In case that we damage during the installation a part of the Merchandise to be installed, we can decide whether to repair it or to deliver a new one.

- (2) If any suggestions or advise that we have been culpable of omitting or providing erroneously, or culpable violations of other accessory contractual obligations result in the Customer being unable to use the Merchandise in accordance with the contract, then the provisions of Sections VI and VII Paragraph 3 shall apply, to the exclusion of further claims.
- (3) We assume responsibility for damages on any legal grounds, which have not been caused to the Merchandise to be installed itself only in the case of
 - (a) Intent
 - (b) Gross negligence on the part of the owner/ a company organ or executive employees
 - (c) Culpable injury to life, body and health
 - (d) Defects that we have maliciously concealed
 - (e) Defects to the Merchandise, insofar as the German Product Liability Law ("Produkthaftungsgesetz") is applicable.

In the event of culpable breach of essential contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely), we shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence; in the latter case, liability shall be limited to reasonably foreseeable damage typical of the contract.

Further claims are excluded.

VIII. Statute of Limitations

The Customer's claims prescribe within twelve months, regardless of the legal basis. For compensation claims in accordance with Clause VII Para. 3 a-e, the legal periods of prescription shall apply. The statutory periods of prescription shall also apply to defects to a building, if the installation of the Merchandise caused its defectiveness.

IX. Applicable Law and Place of Jurisdiction

- (1) For these ITCs and all legal relationships between us and the Customer, the law of the Federal Republic of Germany shall apply.
- (2) The exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relation shall be in Berlin at our registered office. However, we are also entitled to take action at the general place of jurisdiction of the Customer.