

General Terms and Conditions for the Supervision of Assembly of the Trapo GmbH (Version: March 2022)

For use with:

1. A person, who when concluding the contract is acting in a professional capacity on a commercial or self-employed basis (entrepreneur);
2. Legal entities under public law or special funds governed by public law.

I. Scope of application

These General Terms and Conditions apply to the supervision of assemblies provided by the TRAPO GmbH (hereinafter referred to as the „Supervisor“), unless deviating agreements have been made in individual cases.

II. Assembly price

1. Unless otherwise agreed, the Supervisor provides the supervision according to the price list valid at the time of performance fulfillment of assembly supervisions.
2. The agreed prices are to be understood without value-added tax, which has additionally to be paid to the Supervisor at the statutory rate.
3. The Buyer shall not be entitled without prior approval of the Supervisor to involve his personnel for works which are not contractually agreed and are in general subject to an additional payment.

III. Obligations of the Supervisor

1. The Supervisor shall assist the assembly personnel of the Buyer in carrying out the assembly at his expense by the provision of one or more assembly supervisors (“Service Personnel”).
2. The Supervisor shall give to the Buyer the instructions necessary for the assembly.
3. The supervision of assembly shall be carried out by qualified personnel of the Supervisor in principle on working days during the normal working time.

IV. Obligations of the Buyer

1. The assembly shall be carried out by the Buyer by qualified personnel. The Buyer shall provide any equipment and material necessary for the assembly and work equipment, such as cranes and lifting tools, operating materials energy compressed air and water free of charge, unless expressly agreed otherwise between the parties.
2. The Buyer shall give the Supervisor’s Service Personnel access to the assembly item. In addition the Buyer shall ensure that the appropriate instructions given by the Supervisor’s Service Personnel are followed during the duration of the assembly supervision.
3. The Buyer shall inform the Supervisor in due time, at the latest two (2) weeks before the start of the supervision of assembly, on the regulations and standards relating to the execution of the assembly supervision as well as illness and accident prevention. The Buyer shall take the necessary accident

prevention measures at his expense. If the Supervisor has reasonable doubts with respect to ensuring the safety, he shall be entitled to stop the supervision of assembly.

4. The Buyer shall provide to the Supervisor's Service Personnel the usage of existing recreation rooms as well as the access to reasonable sanitary facilities free of charge. In addition he shall provide free of charge heatable respectively air-conditioned, lockable rooms for Supervisor's Service Personnel as well as lockable, dry rooms for the storage of materials, tools etc. in immediate proximity to the assembly site.
5. The Buyer shall assure the necessary first aid or medical treatment in the event of an accident or illness of Supervisor's Service Personnel. The Supervisor shall bear all these costs incurred.
6. The Buyer shall assure that the supervision of assembly can start in time and be carried out without difficulties or significant interruption.
7. The Buyer shall notify the Supervisor immediately in case he cannot enable the Supervisor carrying out of the assembly supervision at the agreed time. If the supervision of assembly is delayed due to reasons for which the Supervisor is not responsible, the Buyer shall bear the reasonable costs for waiting time and additionally required travels of the Supervisor.
8. If the Buyer does not fulfill these obligations in full or in part, the Supervisor shall be entitled but not obligated to carry them out himself. The costs arising from non-fulfillment have to borne by the Buyer.

V. Liability of the Supervisor, exclusion of liability

1. The Supervisor shall be liable for damages not caused to the assembly item itself, for whatever legal reasons, only
 - a) in case of intent or gross negligence,
 - b) in case of a culpable breach of body life, health,
 - c) in case of defects he has fraudulently concealed,
 - d) within the framework of an assured warranty,
 - e) as far as liability is provided in accordance with the Product Liability Act for injury to persons and material damages to privately used objects.

In case of a culpable breach of essential contractual obligations the Supervisor shall also be liable for slight negligence, however, limited to the contractually typical reasonably foreseeable damage.

Further claims are excluded.

VI. Applicable law, place of jurisdiction

1. For all legal relationships between the Supervisor and the Buyer the law of the Federal Republic of Germany, which governs the legal relations between domestic parties, shall apply exclusively.
2. The place of jurisdiction shall be the court having jurisdiction over the place of business of the Supervisor. However, the Supervisor shall also be entitled to sue the Buyer before the court having jurisdiction over the Buyer's place of business.