

General Terms and Conditions of Sale of MFR Power Solution GmbH and MFR Martini GmbH

The contractual relationships between MFR Power Solution GmbH and MFR Martini GmbH ("MFR") and its clients are governed exclusively by the following General Terms and Conditions of Sale, which become an integral part of the respective contractual relationship on their inclusion. The General Terms and Conditions of Sale apply in particular to the following activities of MFR:

- manufacture and sale of spare and supply parts for steam turbines,
- maintenance of steam turbines and their parts,
- installation, distribution and manufacture of measurement and control technology,
- engineering,
- trade in plant components,
- manufacture and distribution of all types of metal products.
- production of machines, tools and moulds
- mechanical processing of all types of metal products.
- all types of orders to third parties to carry out the above and the other activities of the business

The General Terms and Conditions of Sale also apply to other activities that are the subject of the contractual relationship and its contractual partner.

§ 1 Scope / Deviating conditions

These General Terms and Conditions of Sale are deemed to be exclusively agreed terms and conditions. Conflicting or deviating terms and conditions of the contractual partners are not accepted, unless the contrary is expressly agreed or agreed in writing. The latter shall also apply if, in the knowledge of conflicting or deviating conditions of the contractual partner, unconditional consent or agreement is given. These terms and conditions apply exclusively to commercial matters.

In the case of business relationships that go beyond a single order, the present terms and conditions also apply to all future relationships with the respective contractual partner.

§ 2 Requirement for the written form

All agreements between MFR and its contractual partner, including agreements and/or adjustments to the General Terms and Conditions of Sale themselves, must be made in writing. This also applies to agreements to cancel the requirement for the written form. All agreements made between the contractual party and MFR for the execution of purchase contracts are laid down in writing in the contracts.

All agreements made between MFR and the contractual partner in connection with the contracts are set out in writing in the contract, these terms and conditions and order confirmation of MFR.

§ 3 Conclusion of contract / intellectual property rights

Orders placed by contractual parties with MFR constitute quotes that only lead to a contract when accepted bindingly by MFR.

Cost estimates are only binding if this is agreed separately. Offers made by MFR are non-binding and subject to change unless designated as binding by MFR.

MFR reserves the right of ownership, copyright and all other intellectual property rights for all illustrations, drawings, calculations, samples, models and other information and objects provided in the context of the performance of the order, if these are provided by MFR.

If the information and items referred to in clause (1) are submitted by the contractual party, the latter guarantees at the conclusion of the contract, no later than on submission of the information and items, that it is the authorized owner/author or

copyright holder or that rights of use, licences or other permits have been granted to it by the actual rights holder. MFR shall not monitor this separately. The contractual partner shall indemnify MFR against all claims of third parties in the event of a breach of the aforementioned guarantee.

Information and objects pursuant to § 3 (2) clause (1) may not be made accessible to third parties without the express written consent of MFR. The documents are to be used exclusively for the fulfilment of contractual obligations. Once the contract has been concluded and the transaction has been settled, documents provided to the other party shall be returned to MFR. The right of retention of MFR documents is excluded.

§ 4 Confidentiality and duty to confidentiality

The contractual partners of MFR are obliged to maintain confidentiality about all circumstances that they have learned in the context of an order, update: December 2019 Page 2 of 5 and in particular to keep confidential information from illustrations, drawings, calculations and other documents within the meaning of § 3 that has become known to them, even after termination of the contractual relationship.

§ 5 Terms of payment

The deduction of discounts is permitted solely in the event of a special written agreement between MFR and the contractual partner.

A payment is only then deemed to have been made when MFR has the amount in question at its disposal. In case of payment by cheque, payment will only be deemed to have been made when the cheque is cashed.

The contractually agreed prices are binding. The prices do not include delivery costs.

Transport costs, insurance and packaging costs are to be borne by the contractual partner placing the order, unless the parties have expressly agreed otherwise.

The same applies to amounts in excess of such costs incurred as a result of multiple partial deliveries or multiple attempts at delivery.

The mutual possibility of offsetting or retention exists only if it concerns counterclaims that are undisputed or legally established.

Other rights of offsetting and retention are excluded.

§ 6 Delivery times, delay and liability in the event of delay

Delivery dates or deadlines, which have not been expressly agreed as binding, are exclusively non-binding. The delivery period specified by MFR does not start until technical issues have been clarified. The contractual partner must also fulfil all obligations incumbent on it properly and in good time.

MFR is entitled to partial deliveries and partial services at any time, insofar as this is reasonable for the contractual partner.

Force majeure, industrial disputes, wars and epidemics exempt MFR from performance obligations for the duration of the disruption and to the extent of its effect.

For the remainder, § 9 applies.

§ 7 Transfer of risk

In the case of deliveries of MFR to its contractual partners, risk is transferred upon handover to the agreed delivery point or, if so ordered by the contractual partner, upon handover to the carrier or other intermediary third parties.

Unless otherwise agreed, goods must be picked up at the registered office of MFR.

Every delivery must include documents containing details of the date, order number and the order.

§ 8 Warranty and complaints

The contractual partner must check goods delivered by MFR for quality and quantity immediately after delivery, insofar as this is feasible in the normal course of business (but within no more than two weeks) and submit a complaint immediately in the event of deviations. The provisions of the German Commercial Code (HGB) apply.

The contractual partner must also check goods and parts intended for installation and/or further processing for conformity no later than two weeks after delivery. Complaints must be made in writing.

MFR is entitled, after receiving appropriate notification, to optionally carry out the necessary repair work or replacement deliveries in the manner deemed suitable for MFR at normal market prices.

In the case of justified complaints, MFR is obliged, to the exclusion of the rights of the contractual partner to withdraw from the contract or have the purchase price reduced, to provide supplementary performance, unless MFR is entitled to refuse supplementary performance on the basis of statutory provisions. The contractual partner shall grant MFR a reasonable period of time to provide supplementary performance.

Claims for damages under the following conditions due to a defect can be asserted by the contractual partner only if the supplementary performance has failed. The right of the contractual partner to assert further claims for damages under the following conditions remains unaffected, cf. § 9.

Unless otherwise agreed, warranty claims against MFR expire after one year from delivery or acceptance of delivered goods. For repaired or replaced goods, the period begins with the replacement delivery or with the elimination of defects.

§ 9 Exclusion of liability

The liability of MFR is limited in amount to twice the value of the underlying order. This limitation of liability does not apply to wilful or grossly negligent conduct, injury to life, limb or health, as well as to liability under the Product Liability Act.

MFR shall not be liable, for whatever legal reason, for any indirect or consequential damages or loss, such as loss of profit, loss of use or energy, capital costs or costs for the replacement procurement of energy.

The contractual partner shall immediately notify MFR in writing of any damage for which MFR is to be liable.

Insofar as claims for damages against MFR are excluded, this also applies to the personal liability of the statutory bodies, employees, other employees as well as representatives and vicarious agents of MFR.

Except in cases of mandatory liability, claims for damages that are not subject to the limitation period as laid out in § 438 (1) No. 2 BGB or § 634 a (1) No. 2 BGB expire after one year from the start of the statutory limitation period.

The above provisions do not imply a change in the customer's burden of proof.

§ 10 Indemnity

If a claim is asserted against MFR by a third party and the cause of the claim lies within the scope of liability and/or organization of the respective contractual partner, the latter shall indemnify MFR from claims for

damages or from other claims of third parties. This does not apply if the claim is based on grossly negligent or wilful action on the part of MFR or one of its vicarious agents.

Any further claims remain unaffected.

§ 11 Retention of ownership

Goods manufactured and delivered by MFR remain the property of MFR until the agreed price has been paid in full. In the case of goods or objects that are processed or transformed by MFR, ownership of the new object is created in favour of MFR.

The contractual partner of MFR is obliged to treat the contractual objects with care as long as ownership has not yet passed to it.

The customer is obliged in particular to adequately insure this item against theft, fire and water damages at its own expense. If maintenance and inspection work shall be carried out, the contractual partner of MFR shall carry such work out punctually at its own cost. For as long as ownership has not yet been transferred, the contractual partner must immediately notify MFR in writing if the delivered object is seized or subject to other interventions by third parties. Insofar as the third party is unable to reimburse the judicial and extrajudicial costs of legal action by MFR in accordance with § 771 ZPO, the contractual partner shall be liable for the resulting damage incurred by MFR.

The contractual partner of MFR is entitled to resell the objects subject to retention of title in normal business transactions with the consent of MFR. The contractual partner hereby cedes to MFR the receivables from such resales to the amount owed to MFR (including VAT). This assignment shall apply regardless of whether the purchased goods have been resold before or after being processed. MFR does not make exercise its right of debt recovery from the cession if the contractual partner otherwise fulfils its payment obligations, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payment has been discontinued.

If the contractual partner behaves in a manner that is in breach of the contract, and in particular if the contractual partner fails to meet its payment obligation despite a reminder from MFR, MFR may withdraw from the contract after setting a reasonable period of time in advance and demand the return of the goods still in its ownership. Any repossession of goods by MFR constitutes withdrawal from the contract.

The contractual partner shall bear the transport costs incurred. Any seizure of goods by MFR constitutes withdrawal from the contract in all cases. MFR is authorised to recycle the goods following their receipt. The proceeds of recycling are to be offset against lia-

bilities of the contractual partner minus reasonable recycling costs.

§ 12 Cession/right of withdrawal

The cession of rights and obligations arising from the contractual relationship with MFR is permitted solely with its prior written consent.

MFR expressly reserves the right to withdraw from the contract in cases where the contractual party becomes insolvent or an out-of-court debt settlement procedure is carried out.

§ 13 Data protection

The contractual partner agrees that its data can be used by MFR to the extent necessary to fulfil the contractual services (in particular checking the order and credit check).

§ 14 Choice of law, place of fulfilment, jurisdiction

It is explicitly stated that the law of the Federal Republic of Germany shall apply. The law of the UN Convention on Contracts for the International Sale of Goods (CIS) is excluded.

The place of performance is the registered office of MFR.

The place of jurisdiction is the registered office of MFR.

§ 15 Severability clause

Should provisions of these General Terms and Conditions be or become invalid or ineffective, the parties agree that the validity of the remaining provisions shall remain unaffected.