

Installation Terms and Conditions

1. General

1.1 These terms and conditions shall be applicable to entrepreneurs as specified in Sec. 14, 310 German Civil Code [*Bürgerliches Gesetzbuch; BGB*], legal persons under public law or special funds under public law.

1.2 If MWB Marine Services standard terms and conditions of sale and of delivery or terms and conditions for docking and repairs have also been agreed upon, those shall apply only to the extent that they are not in conflict with these standard installation terms and conditions.

2. Schedule, selection, preparation of installation

2.1 The installation personnel shall be deployed at the date agreed upon. If no date has been agreed, the personnel shall be deployed as soon as possible after the request, taking the order situation of MWB Marine Services into account. MWB Marine Services shall select the installation personnel with the required care. MWB Marine Services shall be entitled to exchange installers during the installation assignment.

2.2 The customer must make all arrangements for the installation such that the installation personnel can start work immediately upon arrival and carry out the work efficiently and without danger to them personally or their property. Should a delay occur without MWB Marine Services being at fault, the customer must bear all additional costs incurred thereby.

2.3 The customer must provide a lockable room that is appropriate as a break room for the installation personnel and for the safe storage of fitting tools/devices and components. The customer shall be liable for any loss or damage sustained by MWB Marine Services or the installation personnel, including but not limited to personal property, fitting tools/ devices or components that went missing or were damaged by fire, humidity and the like, unless the installation personnel was at fault.

2.4 The customer shall be responsible for:

a) the provision of auxiliary workers in the number requested by MWB Marine Services, who have the necessary skills. MWB Marine Services installation personnel may request the exchange of unfit workers, which request must be complied with by the customer without delay. Within the scope of the installation to be performed by MWB Marine Services, the auxiliary workers must follow the instructions given by MWB Marine Services installation personnel;

b) the provision of the required equipment and hoists, of any other required devices and consumables;

c) the unloading and carriage of the objects to the place of installation and the reloading at the customer's plant facility.

2.5 The decision on the extent and the purposefulness of repairs is to be made exclusively by the customer. MWB Marine Services will not verify the validity of statements made by a classification society or its agents in terms of substance. MWB Marine Services is not obligated to inspect the vessel or the object of performance for latent defects.

3. Regulations for the prevention of accidents; overtime

3.1 Regulations for the prevention of accidents issued by the employer's liability insurance association [*Berufsgenossenschaft*] must be observed by both the customer and MWB Marine Services installation personnel. The customer must also inform the installation personnel in a timely manner, in German or English, about any additional regulations for the prevention of accidents that must be observed, in particular those that must be adhered to due to the nature of the plant where the installation is to be performed.

3.2 Working hours shall be governed by the law and the provisions of collective agreements (regular working hours: Monday - Friday = 8 hours). The installation personnel shall adjust - as far as possible - to the rules on working hours applicable at the customer's premises.

Should deviations from the regular working hours stipulated above become necessary or are requested by the customer, the latter shall obtain authorizations from the relevant authorities, including but not limited to the authorization of the trade

supervisory office in accordance with the Working Hours Act, and shall bear all costs and premium payments (e.g. overtime pay) related thereto.

4. Billing, installation rates

4.1 Cost estimates and estimates regarding the duration of installation work or related repair work done at MWB Marine Services facility, shall be non-binding estimates only.

4.2 Unless fixed prices or total prices have been expressly agreed upon, installation work will be billed as per outlay at MWB Marine Services installation rates as applicable from time to time.

4.3 Where some of the repair and reconditioning work needs to be performed at MWB Marine Services facility, that work will be charged at cost.

4.4 Should an installer fall ill, the customer shall ensure that he receives the necessary medical care and - if necessary - is taken to a suitable hospital, and that MWB Marine Services will be notified at the same time. If necessary, the customer shall advance the medical and hospital charges incurred thereby, for which the customer will be reimbursed by MWB Marine Services upon submission of the invoice.

4.5 If a MWB Marine Services installer unfit for work needs to be exchanged, the travel expenses of the new installer shall be at the customer's expense unless MWB Marine Services is responsible for this exchange.

4.6 Insofar as the installation personnel submit work records to the customer, such as time sheets on an hourly/weekly basis, the customer must verify such records for accuracy and sign them. By signing the work records, the customer confirms their accuracy and thus their binding nature for the subsequent calculation of the remuneration.

If the customer refuses to sign the work records, it must submit its detailed written objections against the work records to MWB Marine Services without delay. Otherwise, the burden of proof for the amount of remuneration shall pass to the customer in this respect.

4.7 For all installation assignments, MWB Marine Services shall be entitled to request reasonable progress payments taking the cost pattern into account, and to submit the corresponding interim bills.

4.8 Each invoiced amount shall become due and payable immediately upon receipt of the invoice without any deduction.

5. Miscellaneous

5.1 The customer has no right to give instructions to the installation personnel.

5.2 The laws of the Federal Republic of Germany shall apply exclusively without regard to the United Nations Convention or any other international treaties on contracts for the international sale of goods.

5.3 Should these standard terms and conditions have been translated into a language other than German, the German version of these standard terms and conditions shall prevail in case of doubts as to the interpretation, and/or deficiencies.

5.4 Should any of the provisions of a contract concluded between MWB Marine Services and the customer, of which these standard installation terms and conditions are an integral part, be or become ineffective, the remainder of the provisions of that contract shall not be affected thereby.

In lieu of the ineffective provision, MWB Marine Services shall agree with the customer upon a provision that will most closely match the purpose of the ineffective provision in a legally valid manner.