

General Assembly Conditions

1 General Provisions

1.1 These conditions apply to any person who, at the time of conclusion of the contract, is acting in the exercise of their commercial or independent professional activity (entrepreneur) or legal entities under public law or a special fund under public law.

1.2 These General Assembly Conditions (hereinafter referred to as "Assembly Conditions") apply to the following services provided by companies of the Voith Group with its registered office in Austria (hereinafter referred to as "Voith" or "Supplier"): assemblies, commissioning, repairs, assembly supervision, and commissioning supervision (hereinafter referred to as "Work" or "Work Performance") under supply or separate assembly, commissioning, repair, or supervision contracts and supplement the individual agreements between the Client and Voith. In case of conflicts between the contractual provisions regarding services/supplies from Voith that do not fall under Work or Work Performance as defined in Sec. 1.2, these Assembly Conditions take precedence.

1.3 A contract is concluded - unless otherwise agreed - upon written confirmation of the order by Voith.

1.4 Deviating or supplementary provisions to these Assembly Conditions are only valid if they are signed by both parties or expressly confirmed by Voith in the form of Sec. 1.3.

2 Price, Invoicing, and Payment

2.1 Unless otherwise agreed, prices are not considered lump-sum prices. The Work is invoiced according to the attached price list based on the time calculation at the respective valid hourly rates. Value-added tax at the applicable statutory rate is added to the prices.

2.2 The Client must certify the work records of the assembly personnel provided by Voith on a weekly basis. The certifications are the basis for the assembly invoices. The Client is obligated to certify the completion and handover of the Work to the personnel on the last time sheet. Minor defects and rework do not release the Client from this obligation, and the failure to issue such a confirmation has no effect on the invoicing and due date of the invoice.

2.3 The work records issued by Voith are the basis for invoicing. Unless otherwise agreed, invoicing is done at Voith's discretion either monthly in arrears or upon completion of the Work.

2.4 Voith is entitled to adjust the contractually agreed price if changes of at least 1.5% in wage costs occur due to laws, regulations, collective agreements, or company agreements since the conclusion of the contract.

2.5 Costs for travel, daily allowances, and accommodation are invoiced separately. Travel times are considered working hours.

2.6 If the assembly personnel from Voith is unable to work due to illness or accident, the release according to the respective price list will continue to be invoiced.

2.7 Unless otherwise agreed, payment is to be made without any deduction to Voith's account. Deducted are the living expenses of the assembly personnel, to the extent that they are not incurred due to the inability to work. If an immediate return to the home workplace is necessary and possible, no further release costs will be charged.

2.8 Unless stated otherwise in the order confirmation, payments (without deduction) are due within 30 days from the invoice date. The statutory provisions regarding the consequences of late payment apply.

2.9 The Client's right to retention or set-off with counterclaims is only valid if their counterclaims have been legally established or acknowledged by Voith.

3 Client's Duties to Cooperate

3.1 The Client is responsible for coordinating with other suppliers and obtaining the necessary official permits at its own expense to ensure uninterrupted Work Performance. This is particularly important for special permits, work in nature reserves, and special hazard situations. The Client bears the risk of delays or refusals of these permits.

3.2 To the extent necessary for the execution of the Work, the Client must

- i) Provide Voith with access to the assembly site;
- ii) Appoint a competent and authorized contact person; and
- iii) Provide Voith with the necessary information regarding the operational structure and environment at the assembly site.

3.3 The Client must, at its own expense and risk, make all preparations

and take all measures necessary for the proper commencement and uninterrupted execution of the Work, both before the agreed start of the Work and during its execution. These include, in particular:

- a) Providing the necessary qualified and auxiliary personnel in the required number, qualification, and for the necessary time. These personnel remain, notwithstanding Sec. 3.4 sentence 1, in an employment relationship with the Client and under its supervision and responsibility. No employment relationship, quasi-employment relationship, or temporary work arrangement with Voith is established.
- b) Taking measures for the structural preparation of the assembly site, including all earthworks, construction works, bedding works, and scaffolding works, as well as the procurement of necessary building materials, the timely provision of load-bearing and cleaned foundations according to Voith's drawings, and water management.
- c) Providing the necessary equipment, tools, heavy tools (e.g., lifting equipment such as mobile cranes, compressors, welding equipment), special tools, measuring tools, as well as the necessary vehicles and consumables (e.g., timber, wedges, supports, cement, plaster, sealing materials, lubricants, fuels, haulage ropes, and belts).
- d) Providing heating, lighting, power supply, water, including the necessary connections.
- e) Providing necessary dry and lockable rooms for storing the assembly personnel's tools.
- f) Transporting and storing assembly parts at the assembly site, protecting the assembly site and materials from harmful influences of any kind, and cleaning the assembly site.
- g) Providing suitable accommodation and working rooms (with heating, lighting, sanitary facilities) and first aid for the assembly personnel.
- h) Providing materials and performing all other technical assistance (e.g., climbing aids).

To the extent that special plans or instructions from Voith are required for technical assistance, Voith will provide them to the Client in a timely manner. The tools, equipment, lifting devices, vehicles, etc., provided by the Client must comply with the applicable safety regulations (in Austria, e.g., the Work Equipment Ordinance) and be regularly inspected and maintained by qualified, authorized personnel. The inspections must be documented by the Client (e.g., through a certificate from a recognized testing institution).

3.4 The personnel provided by the Client must follow the instructions of the assembly manager from Voith. Voith assumes no liability or warranty for these personnel and any damage or defects caused by them.

3.5 The Client is not authorized to give instructions to Voith's personnel or to engage them for work not covered by the contract with Voith without Voith's express written consent. For such work carried out without specific instructions from Voith but at the Client's request, Voith assumes no liability, notwithstanding Voith's entitlement for remuneration.

3.6 If Voith, based on a separate contract, is to provide tools, equipment, or auxiliary materials, and these items are damaged or lost without fault on Voith's part, the Client is obligated to compensate for these damages. Damage due to normal wear and tear is excluded.

3.7 If the Client fails to fulfill its obligations under Sec. 3, Voith is entitled, after setting a reasonable deadline, to perform the Client's duties at the Client's expense or to withdraw from the contract pursuant to Sec. 1168 para. 2 ABGB (Austrian Civil Code), without prejudice to any further claims. Setting a deadline is not required if the Client is unlikely to fulfill the necessary actions within a reasonable time or has already refused to do so.

4 Conditions of the Assembly Site

4.1 The assembly site (plant including pump sump) must be handed over by the Client to Voith in a functional and cleaned condition, free from oil and grease contamination, before the start of the Work.

4.2 Both during the execution of the Work on-site at the construction /assembly site and during unmanned downtime as part of the Work, the powerhouse and plant must be adequately protected against flooding (e.g., due to high water). Suitable safety measures must be taken by the Client. Voith is not liable for damages caused by flooding or similar cases.

4.3 The Client is responsible for ensuring the safety of the assembly site during the execution of the order by Voith, including:

i) The Work must be carried out with the plant shut down, and if necessary, the pressure pipe must be drained. For the shut-down plant components, the intended, intact safety and protective devices (protective covers for moving parts, locking devices, safety switches, etc.) must be present and must not be removed during the entire duration of the Work (if necessary, application and observance of lockout-tagout systems).

ii) The shut-down plant must not be able to start up unintentionally (e.g., due to automatic startup).

iii) Electrical plant components must be switched off on all poles and sides, secured against re-switching, checked for voltage-free status, earthed and short-circuited, and protected against adjacent live parts.

4.4 Even during the execution of the Work, the Client is responsible for the plant/assembly site. The Client must, for example, ensure that no weather or frost damage occurs in the plant, including the pressure pipe, due to frozen water, depending on the prevailing weather conditions.

5 Occupational Safety

5.1 Voith will comply with the statutory provisions applicable at the assembly site during the execution of the Work. If the statutory provisions change between the conclusion of the contract and the execution of the Work, Voith is entitled to reimbursement of any additional expenses incurred and to an adjustment of the contractual deadlines. Additional, non-statutory safety and other provisions at the assembly site are only to be observed by Voith if they are notified by the Client in accordance with Sec. 5.3 and expressly acknowledged in writing by Voith.

5.2 The Client must comply with the statutory and official regulations and orders applicable at the assembly site and take all necessary protective measures for the execution of the Work, such as fall protection, construction fences, warning signs, etc., and measures to prevent accidents and protect persons and property from Voith, but at least the Voith occupational safety and health protection measures (Voith HSE standards) known to the Client.

5.3 The Client is responsible for informing Voith in writing about existing safety regulations or requirements at the assembly site and for conducting a safety briefing for the assembly personnel before the start of Work on-site.

5.4 If these safety regulations require special protective equipment for the assembly personnel, this equipment must be provided to the Voith assembly personnel free of charge.

5.5 The Client must notify Voith of any violations of occupational safety regulations by the assembly personnel.

5.6 In case of serious violations, the Client may, in agreement with the assembly manager from Voith, deny the access to the assembly site to the offending person.

5.7 If one or more of the safety requirements to be fulfilled by the Client or third parties attributable to him, such as other contractors of the Client, at the assembly site are not met and, despite written notice to the Client, are not rectified within a reasonable period, Voith has the right to suspend the Work until the safety deficiency is rectified or, after setting a reasonable period, to withdraw from the contract pursuant to Sec. 1168 para. 2 ABGB (Austrian Civil Code). The same applies if the Client repeatedly violates its obligations under Sec. 3 and 4 or neglects other duties to cooperate.

5.8 In the event of suspension or interruption of the Work for the reasons mentioned in Sec. 5.7, the Client must pay Voith the contractually agreed contract price and reimburse all resulting additional costs in full. In the event of interruption for the aforementioned reasons, the agreed performance deadlines are extended in accordance with Sec. 6.2.2.

5.9 Voith is also entitled, after prior notice, to interrupt the deployment of employees and withdraw them from the assembly site if there is a danger to life or limb for the affected employees during the deployment. Such a case exists, in particular, if an official body (e.g., the Federal Ministry for Europe, Integration and Foreign Affairs) issues a travel warning for the intended deployment location or advises against staying there. In such cases, Sec. 6.2.3 applies.

6 Deadlines and Delays, Force Majeure

6.1 The duration of the Work is significantly influenced by the conditions at the assembly site, the support provided by the Client, and - in the case of repairs - the repair scope determined after disassembly. Therefore, unless a fixed deadline is agreed upon in writing in accordance with Sec. 6.2, all information from Voith regarding the expected duration of the Work or the completion date is non-binding.

6.2 If a fixed deadline for the execution of the Work has been agreed upon, the following applies:

6.2.1 The start of the deadline requires that all commercial and technical issues have been clarified and that the Client has fulfilled all obligations incumbent upon them before the start of the Work (e.g. obtaining the necessary official certificates and permits, payment of a deposit). If this is not the case, the deadline is considered reasonably extended. The deadline is considered met by Voith if Voith is ready for acceptance by the Client, or in the case of a contractually agreed test, ready for its execution. The same applies if only insignificant parts of the services to be provided are missing or insignificant defects are present, provided that the operational readiness is not affected.

6.2.2 If the Work is delayed due to omitted or improperly performed services by the Client, such as violations of the obligations under Sec. 3, 4, and 5, the deadline is extended by the duration of the delay. This also applies if such circumstances occur after Voith has fallen into default. The costs incurred due to the delay are borne by the Client.

6.2.3 If the failure to meet the deadline is due to force majeure, such as natural disasters, epidemics, pandemics, war, warlike conflicts, civil war, revolution, terrorism, sabotage, cyberattacks, nuclear/reactor accidents, embargoes/sanctions, and similar restrictions, labor disputes, shortages of raw materials, materials, components, and means of transport, or other events beyond Voith's control, Voith is released from its performance obligations for the duration of the event, and the deadline is reasonably extended. Effects and/or restrictions resulting from or in connection with an event of force majeure (e.g., travel restrictions, border closures, transport restrictions or delays, business closures, etc.) that make it impossible or unreasonably difficult to meet the deadline are considered an event of force majeure within the meaning of Sec. 6.2.3. Voith will inform the Client of the beginning and end of such circumstances within a reasonable time after becoming aware of them. If the duration of one or more events of force majeure exceeds a period of 6 months, Voith is also entitled to terminate the contract. In the event of default due to force majeure, the Client is not entitled to make monetary claims against Voith.

6.2.4 In the event of a delay in performance by Voith, compensation for the delay damage proven by the Client in terms of cause and amount is limited to 0.5% for each full week of delay, but in total to 5% of the net contract price for that part of the Work to be performed by Voith that cannot be used in time due to the delay. Sec. 9 Liability also applies to such compensation.

6.3.3 If the Client sets Voith a reasonable deadline of at least four weeks for performance in the event of default and the deadline is not met for reasons within Voith's control, the Client is entitled to withdraw from the contract. Further claims by the Client against Voith due to delivery delays are excluded.

7 Acceptance, Transfer of Use, and Risk

7.1 The Client is obligated to accept the agreed Work as soon as its completion has been notified and the performance is ready for any contractually agreed testing. If a non-material defect is present, insignificant parts are missing, or insignificant rework is required - which is the case if the operational readiness is not affected - the Client may not refuse acceptance. In this case, Voith will rectify the missing parts or defects within a reasonable period if they have been properly notified in accordance with Sec. 7.2.

7.2 Acceptance must take place within two (2) weeks from the time Voith notifies the Client of the completion of the Work. If acceptance is delayed for reasons not attributable to Voith or if the Client already uses the Work Performance for its intended purpose without reservation or if the Client refuses acceptance without notifying Voith of any objections to the Work Performance, acceptance is deemed to have taken place after the expiry of two (2) weeks from such notification (of Voith), or in the case of premature use by the Client, upon such use.

7.3 The Client is obligated to notify Voith in writing of any defects in the Work Performance that are recognizable at the time of acceptance, in (analogous) application of § 377f UGB. Upon acceptance, Voith's warranty and liability for recognizable defects lapse, provided that the Client has not properly notified Voith of these defects.

7.4 With acceptance or - in the cases of Sec. 7.2, sentence 2 - at the times mentioned there, the use and risk of the Work pass to the Client.

8 Warranty

Voith provides a warranty for defects in assembly, start-up, or repair in accordance with the following provisions:

8.1.1 Voith must rectify any recognizable defects that have been properly notified during acceptance in accordance with Sec. 7.3, with Voith having the choice of the method.

8.1.2 Voith will rectify any defects in the Work that were present at the time of acceptance but were not recognizable despite proper inspection by the Client, provided that the Client notifies Voith of such a defect immediately, but no later than within 5 days of its discovery, in writing and proves that the defect was already present at the time of acceptance.

8.1.3 Voith is not obligated to rectify a defect or otherwise provide a warranty or assume liability if the defect is insignificant or is due to circumstances attributable to the Client.

8.1.4 If defects occur that cannot be rectified within a reasonable period for reasons not attributable to Voith, Voith is only responsible for those improvement costs that would arise if the defect were rectified immediately. If the Client hinders Voith in rectifying recognized defects, the Client bears any additional costs incurred.

8.1.5 Only in urgent cases of endangerment of operational safety for the Client and to avert disproportionately large damages, with immediate notification to Voith, or if Voith has allowed a reasonable deadline for defect rectification to expire, and only in cases of gross negligence in accordance with Sec. 9, the Client has the right to have the defect rectified by themselves or by third parties and to demand reimbursement of the necessary costs from Voith. Otherwise, Voith is not obligated to reimburse costs for modifications and/or repairs carried out without its prior approval, and Voith must always be given the opportunity to rectify the defect. Under no circumstances does Voith assume liability for consequences or damages resulting from improvements, modifications, and/or repairs carried out by the Client or third parties assigned by them. Claims under this section do not apply if the Client is granted a price reduction or rescission in accordance with Sec. 8.1.6.

8.1.6 If Voith allows a reasonable deadline for defect rectification to expire, if defect rectification is impossible or involves a disproportionately high effort for Voith, or if defect rectification by Voith fails, the Client is entitled to a price reduction. Only if the Work Performance is demonstrably of no interest to the Client and a non-minor defect is present, the Client may, in the aforementioned cases, demand rescission of the contract instead of a contract price reduction.

8.1.7 The installation and erection of parts from third-party sources are only carried out with the prior written approval of Voith. Voith assumes no responsibility for the proper functioning of these parts. The assembly of such parts is carried out to the best of the assembly personnel's knowledge and belief.

8.1.8 Voith assumes no responsibility if the Client or third parties make changes to the subject of the Work Performance without Voith's written consent, if the Client does not observe Voith's specifications during preparatory or self-performed work, or if the Client, despite being aware of a defect, does not take immediate suitable measures to mitigate damage, even though this was possible and reasonable for them.

8.2 For defects in assembly and commissioning monitoring, Voith provides the following warranty:

8.2.1 In monitoring assembly or commissioning, Voith is liable under Sec. 9 for the correct selection of the monitoring personnel.

8.2.2 For defects in assembly or commissioning resulting from incorrect or omitted instructions by the monitoring personnel deployed by Voith, Voith provides a warranty in accordance with Sec. 9 by rectifying the defects free of charge. For any damage claims, Sec. 9 applies. Voith provides no warranty and assumes no liability for defects in assembly or commissioning monitoring due to omitted instructions if the instruction was omitted because the Client - despite corresponding contrary indications from Voith - requested too little monitoring personnel.

8.2.3 If the deployment of the monitoring personnel by Voith is grossly negligently (Sec. 9) delayed, compensation for the delay damage proven by the Client in terms of cause and amount is limited to 0.35% of the total contract price for the deployment of the assembly personnel, net per day of delay, but in total to 5% of the total contract price net. If a delay in the entire assembly or commissioning occurs due to the delayed deployment, compensation under this section is offset against that under Sec. 6.2.4.

9 Liability

9.1 Voith is liable to the Client, regardless of whether its fault existed before or after the conclusion of the contract, only in cases of gross negligence, limited to 50% of the order value, provided that no exception under Sec. 9.2 applies.

9.2 Voith is liable to the Client, for whatever legal reason, including liability for assistants and liability for unlawful acts - only

- in cases of intent,
- in cases of extrem gross negligence („krass grober Fahrlässigkeit“),
- for defects that it has fraudulently concealed,

- in cases of mandatory statutory liability.

9.3 Voith is not liable for indirect damages, lost profits, production outages, interest losses, lost savings, consequential and asset damages, for damages from third-party claims, as well as for the loss of data and programs and their restoration, unless an exception under Sec. 9.2 applies.

9.4 Further claims for damages - regardless of the legal reason - are excluded. To the extent that Voith's liability for damages is excluded or limited, this also applies to the personal liability for damages of Voith's employees.

10 Statute of limitations

10.1 The Client's warranty claims expire 6 months after acceptance. To the extent that new claims arise, all claims from these rights expire no later than 6 months after defect rectification, with such claims being limited to defects directly related to the rectification.

10.2 All other claims of the Client - for whatever legal reason - expire one year after their occurrence, in the case of damage claims, upon the Client's knowledge of the damage and the damaging party.

11 Applicable Law, Place of Jurisdiction

11.1 These Assembly Conditions are subject exclusively to Austrian substantive law, excluding conflict of laws and the UN Sales Convention.

11.2 The exclusive place of jurisdiction for the Client is the court with subject-matter jurisdiction at Voith's registered office. Voith may also sue at the court of the Client's registered office.

12 Final Provisions

12.1 Voith is entitled to store, transmit, use, modify, and delete the Client's personal data in the course of business transactions, both domestically and abroad. The Client is hereby informed of this.

12.2 Voith reserves ownership, copyright, and all other rights to all technical documents, models, drawings, cost estimates, and other information, both physical and non-physical, including in electronic form. These documents, information, etc., may not be copied, reproduced, made available to third parties in any way, or otherwise used or exploited by the Client without Voith's written consent. They may only be used in accordance with the concluded contract for Voith's Work.

12.3 Statements of any kind made by Voith's assembly personnel are only binding for Voith if they are confirmed in writing or by email by a person authorized to represent Voith.

12.4 If individual provisions of these Assembly Conditions are invalid, the validity of the remaining provisions remains unaffected.

12.5 Declarations that serve to establish, preserve, or exercise rights must be made in writing. The written form is also fulfilled by text form via data transmission (e.g., email), electronic signature via signature programs such as DocuSign, AdobeSign, or fax, unless the written form is legally required.

12.6 The Client may not transfer their contractual rights to third parties without Voith's written consent. Voith may transfer its contractual rights to third parties at any time, unless the third parties are direct competitors of the Client. In the latter case, the Client's written consent is required.