

General Terms of Service

1. General

- 1.1 These Terms of Service apply to businesses in terms of Sections 14, 310 (1) BGB (German Civil Code), legal entities or special funds under public law (Customer).
- 1.2 These Terms of Service apply to services (e.g. inspection, maintenance, repair, assembly supervision) that may or may not include delivery (e.g. of spare parts; "delivery items") performed by Becker Marine Systems – hereafter referred to as "services". Should services entail the delivery of items, the "Terms and Conditions of Sale and Delivery" of Becker Marine Systems, which can be viewed at www.becker-marine-systems.com, shall also apply. The Customer's General Terms and Conditions of Business shall not become an integral part of the contract, even if Becker Marine Systems accepts an order without reservation. The Customer's General Terms and Conditions of Business shall only become an integral part of the contract if agreed to in writing by both parties.
- 1.3 A contract is entered into upon confirmation by Becker Marine Systems of a written order. The scope of the services shall be determined by mutually agreed written declarations.

Becker Marine Systems reserves the rights and copyrights to all drawings, samples, cost estimates and similar information of physical and immaterial nature – also in electronic form; they may not be made accessible to third parties and must be returned immediately upon request or should the order is not be placed.

2. Performance of services, transfer of risk

- 2.1 The place of performance for the services being rendered by Becker Marine Systems shall be the shipyard where the specific work is being carried out, unless another place of performance has been expressly agreed.
- 2.2 The object on which the services are being provided ("Service Object") shall be examined by Becker Marine Systems at its own discretion to determine the condition and reusability of individual parts, provided this is deemed necessary by Becker Marine Systems.
- 2.3 Disassembled and replaced parts must be disposed of by the Customer as necessary.
- 2.4 Acceptance of Becker Marine Systems' services shall only be required in the case of work performance, i.e. for which Becker Marine Systems is responsible for a specific success. It must be carried out immediately on the acceptance date, or alternatively, immediately after Becker Marine Systems' notification of readiness for acceptance. The Customer may refuse acceptance only when a significant defect is present.
- 2.5 Acceptance shall be deemed to have been made should, despite readiness for acceptance, the Customer not accept the services after setting a deadline or if the Service Object has been put into use.
- 2.6 Upon acceptance, risk with regard to services and, where applicable, delivery items shall pass to the Customer. Should acceptance be delayed or fail to take place as a result of circumstances beyond the control of Becker Marine Systems, risk shall pass to the Customer on the date of notification of readiness for acceptance. Should commencement of performance of the services be delayed or interrupted due to circumstances beyond the control of Becker Marine Systems, risk for services already rendered shall pass to the Customer for the length of the delay or interruption.

- 2.7 Even during the performance the services, material risk related to the Service Object remains exclusively with the Customer. Becker Marine Systems shall have no obligation to protect or secure the Service Object, unless agreed to in writing.

3. The Customer's duty of cooperation

- 3.1 The Customer is responsible for guarding the Service Object and the items they provide, for all security guards in particular, as well as for their (and their vicarious agents') compliance with the relevant legal and official regulations (e.g. accident prevention regulations). All other measures necessary to prevent damage are also the responsibility of the Customer. When performing dangerous work on the Service Object, the Customer shall ensure by means of their own security measures that the usual due diligence requirements are fulfilled. They must inform Becker Marine Systems in writing of any imminent risk.
- 3.2 The Customer must expressly inform Becker Marine Systems in writing of any special features, prior history and other circumstances which, despite proper performance of the work by Becker Marine Systems, may pose a risk of damaging or harming the Service Object or their facilities or Becker Marine Systems or its staff or facilities.
- 3.3 Unless otherwise agreed in writing, the Customer shall accept at their own expense and provide in a timely manner:
 - (a) The staff and equipment required to perform the services, such as scaffolding, lifting gear and other equipment
 - (b) Electricity and water at the place of use including connections, heating and lighting
 - (c) Sufficiently large, suitable, dry and lockable rooms at the place of performance for the storage of machine parts, hardware, materials, tools, etc. and work and lounge areas appropriate for staff, including sanitary facilities appropriate to the circumstances
 - (d) Protective clothing and protective equipment required due to special circumstances at the place of performance
- 3.4 Prior to commencement of services, the Customer must provide Becker Marine Systems the necessary information, such as technical drawings, without being requested to do so.
- 3.5 Prior to commencement of services, all preparatory work not the responsibility of Becker Marine Systems must be advanced to such an extent that services can be commenced as agreed and carried out without interruption.
- 3.6 If services are delayed due to circumstances beyond the control of Becker Marine Systems, the Customer shall bear the costs for any waiting time and additional travel that may be required. Becker Marine Systems is also entitled to a reasonable postponement.
- 3.7 The Customer must arrange at their own expense the insurance necessary to cover all damage to the Service Object on which services are being performed.

4. Accident prevention regulations

- 4.1 Becker Marine Systems shall comply with the applicable employers' liability insurance association accident prevention regulations for the work it performs.

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4.2 The Customer shall inform Becker Marine Systems of any additional accident prevention regulations to be observed, whereupon Becker Marine Systems shall be entitled to reasonable postponement of the date and reimbursement of costs in the event of the notification of regulations not provided for in the contract. In all other cases, the Customer must take accident prevention measures imposed on them by public law or contract.

4.3 The Customer and Becker Marine Systems shall ensure that the generally accepted rules of engineering are observed in their respective fields in order to ensure safe operation. They shall notify each other of the persons responsible for compliance with relevant safety regulations.

5. Prices and payments

5.1 Unless otherwise agreed in writing, services shall be charged according to the actual work performed at the agreed hourly/daily rates in accordance with the offer. To determine the amount being charged, Becker Marine Systems shall keep time sheets submitted along with each invoice.

5.2 For spare parts or other deliveries, Becker Marine Systems shall be entitled to remuneration in accordance with the current price lists of Becker Marine Systems or, in the event that spare parts or other deliveries are not listed, the self-delivery price with a surcharge of 20%.

5.3 All rates calculated are net amounts. Value added tax applicable on the day of performance shall be listed separately on the invoice.

5.4 Unless otherwise agreed, payments shall be made with no deductions to the Becker Marine Systems account within 30 days of invoice receipt. Any agreed acceptance of cheques or bills of exchange shall be on account of performance. Cheque or bill of exchange fees and other costs arising from cashing them, as well as costs due to remittance in currencies other than euros, shall be borne by the Customer. If payment dates are not met, the consequences of default shall take effect with no special reminder being required.

5.5 The right to offset counterclaims is only granted to the Customer insofar as their counterclaims are undisputed or have been legally established.

6. Services with items and materials provided

Becker Marine Systems is not responsible for the quality and suitability of items or materials provided by the Customer. If Becker Marine Systems has any concerns as to their quality and suitability, they shall inform the Customer of them. If these concerns are not taken into account, Becker Marine Systems may – regardless of its other rights and entitlements – refuse to provide the services concerned. Should the performance of services by Becker Marine Systems be impaired by items/materials provided by the Customer, Becker Marine Systems shall be entitled – in addition to the right of fault-free provision – to demand appropriate postponement of the delivery date and reimbursement of costs.

7. Delivery dates and delivery times, force majeure

7.1 All times specified with regard to the performance of the services due are non-binding estimates, unless expressly agreed as binding. The observance of binding deadlines requires the timely receipt of all documents, necessary approvals and releases, of plans in particular, to be supplied by the Customer, as well as compliance with the agreed terms of payment and other Customer obligations. If these requirements are not fulfilled in time, the deadlines shall be extended accordingly; this shall not apply if Becker Marine Systems is responsible for the delay.

7.2 If failure to comply with deadlines is due to industrial disputes or other events beyond the control of Becker Marine Systems (force majeure), the deadlines shall be extended accordingly. Becker Marine Systems shall as soon as possible inform the Customer of the beginning and end of such circumstances.

7.3 A reasonable postponement of the deadline shall in any case be deemed to be at a minimum the period of time during which Becker Marine Systems was prevented from providing the service due to circumstances for which Becker Marine Systems is not responsible. Other circumstances, such as the renewed mobilisation of staff or a possible need to procure new materials and aids, etc., shall extend the period of reasonable deadline postponement.

8. Retention of title

If services also include the supply of goods, such as spare parts ("Delivery Item"), Becker Marine Systems reserves the right of ownership in accordance with the provisions of Section 5 of its Terms and Conditions of Sale and Delivery.

9. Customer rights in the event of defects

To the extent that services provided by Becker Marine Systems are qualified as work services or deliveries, Becker Marine Systems shall be liable for material defects in accordance with Section 6 of the Terms and Conditions of Sale and Delivery.

10. Customer's right of withdrawal

10.1 The Customer may only withdraw from the contract by means of a written declaration:

(a) If overall performance has finally become impossible for Becker Marine Systems. In the event of partial impossibility of performance, the right of withdrawal shall only apply if partial performance is demonstrably of no interest to the Customer. The Customer must otherwise pay the contract price incurred for partial performance. If the impossibility occurs during default of acceptance or due to the sole or predominant fault of the Customer, the Customer shall remain obliged to make payment.

(b) If the Customer has extended Becker Marine Systems in writing a reasonable grace period after the due date of the service and it has been exceeded for reasons other than those stated in Section 3.6. The burden of proof for this delay shall be borne by the Customer.

(c) If the Customer sets in writing a reasonable grace period for remedying a defect for which Becker Marine Systems is responsible in accordance with Section 6 and if Becker Marine Systems has culpably allowed this grace period to expire in vain.

10.2 In the case of Sections 10.1 b – c, the Customer may only withdraw from the contract if Becker Marine Systems has not performed the service in accordance with the contract and the breach of duty is considerable.

11. Becker Marine Systems' right of withdrawal

Becker Marine Systems shall be entitled to withdraw from the contract in whole or in part without setting a deadline if, after entering into the contract, it becomes apparent that payment is endangered by inability of the Customer to pay, e.g. petition for the opening of insolvency proceedings against the Customer's assets.

12. Liability

12.1 Subject to the provisions of this Section 12, Becker Marine Systems shall not be liable for damages not caused by Becker Marine Systems or their vicarious agents, resulting from faulty drawings or other documents from the Customer or from defects to the Service Object or the materials provided.

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12.2 Further claims beyond those stipulated in these terms or in the contract concluded with the Customer are precluded, unless based on

- (a) Provisions of the Product Liability Act
- (b) Intentional or grossly negligent breach of contractual or legal obligations by agents of Becker Marine Systems or its top management
- (c) Harm to the life, health or physical injury to the Customer or their staff as a result of a breach of duty for which Becker Marine Systems is responsible
- (d) The provision of a guarantee for the existence of a feature by Becker Marine Systems
- (e) Breach of essential contractual duties by Becker Marine Systems.

12.3 Irrespective of the aforementioned liability cases, Becker Marine Systems shall not be liable beyond the breach of essential contractual duties for damages of the Customer based on a grossly negligent breach of duty, in particular on a breach of oversight and monitoring duties of their ordinary vicarious agents.

12.4 Should Becker Marine Systems breach essential contractual obligations, the Customer's claim for damages against Becker Marine Systems shall be limited to the foreseeable loss typical for this type of contract, unless liability is based on the circumstances set out in Section 12.2 (b) to (d).

12.5 Any further liability of Becker Marine Systems towards the Customer is excluded.

12.6 In order to protect against the consequences of the aforementioned exclusions and limitations of liability, the Customer shall take out the insurance necessary to cover the associated risks. When providing services to ships, the Customer shall in particular ensure that there is comprehensive Hull and P&I insurance for the duration of the service work performed by Becker Marine Systems and that the insurance policy is extended to cover construction risks (including sea trials). The Customer shall include Becker Marine Systems as well as its agents, top management and vicarious agents by way of co-insurance under the insurance cover.

13. Passage on the German Minimum Wage Act (MiLoG)
Furthermore, in the provision of services the Contractor shall meet all of the obligations incumbent upon him as required by the German Minimum Wage Act (MiLoG), specifically punctual and regular payment of remuneration to his employees working in Germany in an amount equivalent to or above the minimum wage pursuant to § 1 MiLoG (and the Transitional provision pursuant to § 24 MiLoG). In the event of Customer liability pursuant to § 13 MiLoG or the introduction of a procedure to impose fines pursuant to § 21 paragraph 2 MiLoG, the Contractor shall indemnify the Customer against all related costs (including reasonable legal fees and any fines imposed).

14. Information Security

14.1 The business partner must ensure:

- a) That the IT systems used correspond to the state of the art (in particular that technical and organizational measures regarding IT security have been implemented)
- b) That no potentially damaging software (e.g. viruses, worms or Trojans) is used, e.g. in communication with data storage media or email.

If the business partner becomes aware of an incident that involves a breach of information security (e.g. security gaps, data losses, incidents, threats, damage caused by software, data misuse) and could affect BMS, in particular

in the form of unauthorized access by third parties to BMS data (e.g. data leak or cyber-attack) or if there are indications for BMS that, if reasonably assessed, give rise to the suspicion of such an incident, the business partner shall immediately and without consideration:

- a) Inform BMS about this, and
- b) To take all necessary steps to clarify the facts and limit damage and to support BMS in regard and,
- c) If the information security breach causes interruption or delay in delivery of goods, reduction in operational efficiency or loss of data, assist BMS in recovering the data, and
- d) To provide a safety report for a specified observation period upon request by BMS. The necessary contents of such a report include, in particular, the result of security checks, identified information security risks, as well as identified information security incidents and their usage, as well as,
- e) Upon request, to enable BMS to verify compliance with information security and the agreed data protection and security guidelines (hereinafter "audits"). The business partner must tolerate BMS's audits and provide cooperation, such as information, to the extent, this is necessary for the audit. BMS is entitled to have the audits carried out by an external, qualified company that is obliged to maintain confidentiality towards third parties, provided that this is not a competitor of the business partner. This neither restricts nor excludes the legal control and information rights of both sides.

15. Jurisdiction, applicable law, severability clause

15.1 Jurisdiction for any disputes arising from this Agreement shall be Hamburg. Becker Marine Systems may also file suit at the Customer's place of business. Mandatory legal jurisdictions shall remain unaffected.

15.2 All legal matters between Becker Marine Systems and the Customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relationships between domestic parties, excluding the UN Convention on Contracts for the International Sale of Goods.

15.3 Should any part of the contract be invalid, this shall not affect the validity of the contract as a whole. The parties shall replace any ineffective provision with one as similar as legally possible to the ineffective provision.

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