

- A. Conditions for the supply of machinery -

For use opposite:

1. a person who, at the time of conclusion of the contract, is acting in the exercise of his commercial or independent professional activity (entrepreneur);
2. legal entities under public law or a special fund under public law.

I. General

1. All deliveries and services are based on these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the Purchaser shall not become part of the contract even through acceptance of the order.

In the absence of a special agreement, a contract shall be concluded with the written order confirmation of the Supplier, i.e. HZI Schmack.

2. The Supplier reserves the right of ownership and copyright to samples, cost estimates, drawings and similar information of a tangible and intangible nature. They may not be made accessible to third parties. The Supplier undertakes to make information and documents designated as confidential by the Purchaser accessible to third parties only with the Purchaser's consent. The Supplier undertakes to make information and documents designated as confidential by the Purchaser accessible to third parties only with the Purchaser's consent.

II. Price and payment

1. In the absence of a special agreement, the prices shall apply Ex Works including loading at the factory, but excluding packing and unloading. Value added tax at the respective statutory rate shall be added to the prices.
2. In the absence of a special agreement, payment shall be made to the Supplier without any deduction, namely: 1/3 down payment after receipt of the order confirmation, 1/3 as soon as the Purchaser has been informed that the main parts are ready for dispatch, the remaining amount within one month after transfer of risk.
3. The Purchaser shall only be entitled to withhold payments or to offset them against counterclaims insofar as its counterclaims are undisputed or have been legally established.

III. Delivery time, delivery delay

1. The delivery time results from the agreements of the contracting parties. Compliance with the delivery time by the Supplier presupposes that all commercial and technical questions between the contracting parties have been clarified and that the Purchaser has fulfilled all obligations incumbent upon him, such as the provision of the necessary official certificates or approvals or the payment of a deposit. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.
2. Compliance with the delivery time is subject to correct and timely delivery to the Supplier. The Supplier shall inform the Purchaser as soon as possible of any impending delays.
3. The delivery period shall be deemed to have been complied with if the delivery item has left the Supplier's works by the expiry of the delivery period or readiness for shipment has been notified. Insofar as an acceptance has to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - alternatively the notification of readiness for acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the Purchaser is responsible, the costs incurred as a result of the delay shall be charged to the Purchaser, starting one month after notification of readiness for dispatch or acceptance.
5. If non-compliance with the delivery time is due to force majeure, industrial disputes or other events outside the Supplier's sphere of influence, the delivery time shall be extended accordingly. The Supplier shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.
6. The Purchaser may rescind the contract without notice if the Supplier is finally unable to perform the entire contract prior to the passing of risk. In addition, the Purchaser may withdraw

from the contract if, in the case of an order, the performance of part of the delivery becomes impossible and the Purchaser has a justified interest in rejecting the partial delivery. If this is not the case, the Purchaser shall pay the contract price attributable to the partial delivery. The same shall apply in the event of the Supplier's inability to perform. Section VII (2) shall apply in all other respects.

If the impossibility or inability to perform occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, the Purchaser shall remain obliged to counter-performance.

7. If the Supplier is in default and the Purchaser suffers damage as a result, the Purchaser shall be entitled to demand a lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but in total to a maximum of 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. If the Purchaser sets the Supplier a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if the deadline is not met, the Purchaser shall be entitled to withdraw from the contract within the scope of the statutory provisions. At the Supplier's request, the Purchaser undertakes to declare within a reasonable period of time whether it will exercise its right to rescind the contract. Further claims arising from delay in delivery shall be determined exclusively in accordance with section VII (2) of these Terms and Conditions.

IV. Transfer of risk, acceptance

1. The risk shall pass to the Purchaser when the delivery item has left the works, even if partial deliveries are made or the Supplier has performed other services, e.g. the shipping costs or delivery and installation. Insofar as an acceptance has to take place, this shall be decisive for the transfer of risk. It must be carried out without delay on the acceptance date, alternatively after the Supplier's notification that the goods are ready for acceptance. The Purchaser may not refuse acceptance in the event of a non-essential defect.
2. If dispatch or acceptance is delayed or does not take place as a result of circumstances for which the Supplier is not responsible, the risk shall pass to the Purchaser on the day of notification of readiness for dispatch or acceptance. The Supplier undertakes to take out the insurance policies requested by the Purchaser at the latter's expense.
3. Partial deliveries are permissible insofar as they are reasonable for the Purchaser.

V. Retention of title

1. The Supplier retains title to the delivery item until receipt of all payments - including for any additional ancillary services owed - under the delivery contract.
2. The Supplier shall be entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Purchaser's expense, unless the Purchaser can prove that it has taken out the insurance itself.
3. The Purchaser may neither sell, pledge nor assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, the Purchaser shall notify the Supplier thereof without delay.
4. In the event of a breach of contract by the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled to take back the delivery item after issuing a reminder and the Purchaser shall be obliged to surrender the delivery item.
5. On the basis of the retention of title, the Supplier can only demand the return of the delivery item if he has withdrawn from the contract.
6. The application for the opening of insolvency proceedings entitles the Supplier to withdraw from the contract and to demand the immediate return of the delivery item.

VI. Claims for defects

The Supplier shall be liable for material defects and defects of title in the delivery to the exclusion of further claims - subject to section

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by Hitachi Zosen INOVA

VII - as follows:

Material defects

1. All parts which prove to be defective as a result of circumstances prior to the transfer of risk shall be repaired or replaced free of charge at the Supplier's discretion. The Supplier must be notified immediately in writing of the discovery of such defects. Replaced parts shall become the property of the Supplier. If, at the request of the Purchaser, a new part is installed before it can be checked whether it is possible to remedy the defect, the Purchaser shall bear the additional costs incurred.
2. The Purchaser shall, after consultation with the Supplier, allow the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the Supplier deems necessary; otherwise the Supplier shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.
3. Of the direct costs arising from the repair or replacement delivery, the Supplier shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including dispatch. He shall also bear the costs of removal and installation as well as the costs of any necessary provision of fitters and assistants, including travel costs, insofar as this does not result in an unreasonable burden on the Supplier.
4. The Purchaser shall be entitled to withdraw from the contract within the scope of the statutory provisions if the Supplier - taking into account the statutory exceptions - allows a reasonable period of time set for him to remedy the defect or to replace the defective goods to expire without effect. If the defect is only insignificant, the Purchaser shall only be entitled to a reduction of the contract price. The right to a reduction of the contract price shall otherwise be excluded. Further claims shall be determined exclusively in accordance with section VII (2) of these terms and conditions.
5. No liability is assumed in particular in the following cases:
Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as they are not the responsibility of the Supplier.
6. If the Purchaser or a third party carries out improper repairs, the Supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the Supplier.

Legal defects

7. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, procure for the Purchaser the right to continue using the delivery item or modify the delivery item in a manner reasonable for the Purchaser in such a way that the infringement of the property right no longer exists.
If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the owners of the property rights concerned.
8. Subject to section VII (2), the Supplier's obligations set out in section VI (7) shall be conclusive in the event of infringement of industrial property rights or copyrights.
They only exist if
 - the Purchaser notifies the Supplier without delay of any asserted infringements of industrial property rights or copyrights,
 - the Purchaser supports the Supplier to a reasonable extent in defending the asserted claims or enables the Supplier to

carry out the modification measures in accordance with section VI (7),

- all defensive measures, including out-of-court settlements, are reserved to the Supplier,
- the defect of title is not based on an instruction of the Purchaser and
- the infringement of rights was not caused by the fact that the Purchaser modified the delivery item without authorisation or used it in a manner not in accordance with the contract.

VII. Liability of the Supplier, exclusion of liability

1. If the delivery item cannot be used by the Purchaser in accordance with the contract due to the fault of the Supplier as a result of omitted or faulty execution of suggestions and advice given before or after conclusion of the contract or due to the breach of other contractual collateral obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of sections VI and VII (2) shall apply to the exclusion of further claims of the Purchaser.
2. The Supplier shall only be liable for damage that has not occurred to the delivery item itself - for whatever legal reasons - if the damage is
 - a) in the case of intent,
 - b) in the event of gross negligence on the part of the owner/the executive bodies or senior employees,
 - c) in the event of culpable injury to life, limb or health,
 - d) in the case of defects which he has fraudulently concealed,
 - e) within the framework of a guarantee commitment,
 - f) in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract. Further claims are excluded.

VIII. Limitation period

All claims of the Purchaser - for whatever legal reasons - are subject to a limitation period of 12 months. The statutory periods shall apply to claims for damages pursuant to section VII (2) (a - d and f). They shall also apply to defects in a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.

IX. Software usage

Insofar as software is included in the scope of delivery, the Purchaser shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The Purchaser may only copy, revise, translate or convert the software to the extent permitted by law (§69 a ff. German Copyright Act). The Purchaser undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the Supplier's prior express consent.

All other rights to the software and the documentation, including the copies, shall remain with the Supplier or the software supplier. The granting of sub-licences is not permitted.

X. Applicable law, place of jurisdiction

1. All legal relations between the Supplier and the Purchaser shall be governed exclusively by the law of the Federal Republic of Germany applicable to the legal relations between domestic parties.
2. The place of jurisdiction is the court responsible for the Supplier's headquarters. However, the Supplier shall be entitled to bring an action at the Purchaser's principal place of business.

For further information on data processing and data protection, see section D.

- B. Conditions for assemblies -

For use opposite:

1. a person who, at the time of conclusion of the contract, is acting in the exercise of his commercial or independent professional activity (entrepreneur);
2. legal entities under public law or a special fund under public law.

I. Scope

These Terms and Conditions of Assembly shall apply to assembly work undertaken by a Contractor in Germany, unless otherwise agreed in individual cases.

II. Assembly price

1. Unless a lump sum price has been expressly agreed, installation shall be invoiced according to the time calculation in the Annex.
2. The agreed amounts are exclusive of value added tax, which is to be additionally paid to the installation contractor at the statutory rate.

III. Cooperation of the Purchaser

1. The Purchaser shall support the installation personnel in carrying out the installation at its own expense.
2. He shall take the special measures necessary for the protection of persons and property at the assembly site. He shall also inform the installation supervisor about existing special safety regulations, insofar as these are of importance for the installation personnel. He shall inform the erection contractor of any infringements of such safety regulations by the erection personnel. In the event of serious violations, he may, in consultation with the installation supervisor, deny the violator access to the installation site.

IV. Technical assistance of the Purchaser

1. The Purchaser is obliged to provide technical assistance at his own expense, in particular to:
 - a) Provision of the necessary suitable assistants (builders, carpenters, fitters and other skilled workers, manual workers) in the number required for the installation and for the time required; the assistants must follow the instructions of the installation manager. The installation contractor shall not assume any liability for the auxiliary workers. If a defect or damage has arisen due to the instructions of the installation supervisor, section VII and section VIII shall apply.
 - b) Carrying out all earthworks, construction, bedding and scaffolding work including procurement of the necessary building materials.
 - c) Provision of the necessary equipment and heavy tools (e.g. hoists, compressors) as well as the required commodities and materials (e.g. scaffolding timbers, wedges, underlays, cement, plaster and sealing material, lubricants, fuels, driving ropes and belts).
 - d) Provision of heating, lighting, operating power, water, including the necessary connections.
 - e) Provision of necessary, dry and lockable rooms for the storage of the tools of the assembly personnel.
 - f) Transport of the assembly parts at the assembly site, protection of the assembly site and materials against harmful influences of any kind, cleaning of the assembly site.
 - g) Provision of suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the assembly personnel.
 - h) Provision of the materials and performance of all other acts necessary for the adjustment of the item to be assembled and for the performance of a contractually stipulated test.
2. The technical assistance of the Purchaser shall ensure that the installation can be started immediately after the arrival of the installation personnel and can be carried out without delay until acceptance by the Purchaser. Insofar as special plans or instructions of the Contractor are required, the Contractor shall make them available to the Purchaser in good time.

3. If the Purchaser does not fulfil his obligations, the Contractor is entitled, but not obliged, after setting a deadline, to carry out the actions incumbent on the Purchaser in his place and at his expense. In all other respects, the statutory rights and claims of the Contractor shall remain unaffected.

V. Assembly period, assembly delay

1. The installation period shall be deemed to have been complied with if the installation is ready for acceptance by the Purchaser by the expiry of the installation period or, in the case of a test run provided for in the contract, for the performance of such test run.
2. If the installation is delayed due to measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as the occurrence of circumstances for which the installation contractor is not responsible, the installation period shall be reasonably extended insofar as such hindrances can be proven to have a significant influence on the completion of the installation.
3. If the Purchaser suffers damage as a result of the installation contractor's delay, he shall be entitled to demand a lump-sum compensation for the delay. This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the installation price for that part of the plant to be installed by the installation contractor which cannot be used on time due to the delay.

If the Purchaser sets the installation contractor a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if the deadline is not met, the Purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions. He undertakes to declare within a reasonable period of time at the request of the Contractor whether he will make use of his right of withdrawal.

Further claims due to delay shall be determined exclusively in accordance with section VIII (3) of these Terms and Conditions.

VI. Acceptance

1. The Purchaser is obliged to accept the installation as soon as he has been notified of its completion and any contractually agreed testing of the installed item has taken place. If the assembly proves not to be in accordance with the contract, the Contractor shall be obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the Purchaser or is due to a circumstance for which the Purchaser is responsible. If there is an insignificant defect, the Purchaser may not refuse acceptance.
2. If acceptance is delayed through no fault of the installation contractor, acceptance shall be deemed to have taken place after two weeks have elapsed since notification of completion of the installation.
3. Upon acceptance, the liability of the installation contractor for recognisable defects shall cease, unless the Purchaser has reserved the right to assert a specific defect.

VII. Claims for defects

1. After acceptance of the installation, the installation contractor shall be liable for defects in the installation to the exclusion of all other claims of the Purchaser, without prejudice to paragraph 5 and section VIII, in such a way that he must rectify the defects. The Purchaser shall immediately notify the Contractor in writing of any defect discovered.
2. The installation contractor shall not be liable if the defect is insignificant for the interests of the Purchaser or is due to a circumstance attributable to the Purchaser.
3. In the event of any improper modifications or repair work carried out by the Purchaser or third parties without the prior approval of the Contractor, the liability of the Contractor for the consequences arising therefrom shall be cancelled. Only in urgent cases of danger to operational safety and to prevent

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by Hitachi Zosen INOVA

disproportionately large damage, in which case the Contractor must be notified immediately, or if the Contractor - taking into account the statutory exceptions - has failed to meet a reasonable deadline set for it to remedy the defect.

If the defect has not been remedied within a reasonable period of time, the Purchaser shall be entitled within the scope of the statutory provisions to remedy the defect himself or have it remedied by a third party and to claim reimbursement of the necessary costs from the installation contractor.

4. Of the direct costs arising from the rectification of defects, the installation contractor shall bear the costs of the replacement part, including shipping, insofar as the complaint proves to be justified. He shall also bear the costs of dismantling and installation as well as the costs of any necessary provision of the necessary fitters and assistants, including travel costs, insofar as this does not result in a disproportionate burden on the Contractor.
5. If the installation contractor - taking into account the statutory exceptions - allows a reasonable period of time set for him to remedy the defect to expire fruitlessly, the Purchaser shall have the right to reduce the price within the framework of the statutory provisions. Only if the installation is demonstrably of no interest to the Purchaser despite the reduction, may the Purchaser withdraw from the contract. Further claims shall be determined exclusively in accordance with section VIII (3) of these Terms and Conditions.

VIII Liability of the installation contractor, exclusion of liability

1. If an assembly part supplied by the Contractor is damaged during assembly through the fault of the Contractor, the latter shall, at its option, repair it or supply a new one at its own expense.
2. If, due to the fault of the installation contractor, the assembled item cannot be used by the Purchaser in accordance with the contract as a result of omitted or faulty execution of suggestions and advice given before or after conclusion of the contract as well as other ancillary contractual obligations - in particular instructions for operation and maintenance of the assembled item - the provisions of sections VII and VIII (1 and 3) shall apply to the exclusion of further claims by the Purchaser.
3. For damage that has not occurred to the object of assembly itself, the Contractor is liable - for whatever legal reasons - only
 - a) in the case of intent,

- b) in the event of gross negligence on the part of the owner/the executive bodies or senior employees,
- c) in the event of culpable injury to life, limb or health,
- d) in the case of defects which he has fraudulently concealed,
- e) within the framework of a guarantee commitment,
- f) insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used objects. In the event of culpable breach of material contractual obligations, the installation contractor shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract. Further claims are excluded.

IX. Limitation period

All claims of the Purchaser - for whatever legal reasons - shall become statute-barred after 12 months. The statutory periods shall apply to claims for damages in accordance with section VIII (3) (a – d) and f. If the installation contractor performs the installation work on a building and thereby causes its defectiveness, the statutory periods shall also apply.

X. Compensation of the Purchaser

If the equipment or tools provided by the Contractor are damaged or lost on the assembly site through no fault of the Contractor, the Purchaser shall be obliged to compensate for such damage. Damage due to normal wear and tear shall not be taken into account.

XI. Applicable law, place of jurisdiction

1. The law of the Federal Republic of Germany applicable to the legal relations between domestic parties shall apply exclusively to all legal relations between the Contractor and the Purchaser.
2. The place of jurisdiction shall be the court competent for the registered office of the Contractor. However, the installation contractor shall be entitled to bring an action at the principal place of business of the Purchaser.

For further information on data processing and data protection, see section D.

- C. Special conditions for services on plants and plant components -

I. Subject of the conditions

Maintenance and repair work shall be carried out on the basis of the fault description submitted by the Purchaser, or alternatively on the basis of the defects identified by us. We, i.e. HZI Schmack, reserve the right to replace all parts necessary for the repair or to exchange them for new parts (exchange assemblies). Exchanged parts become the property of HZI Schmack. The Purchaser shall ensure unhindered and free access to the assembly site and shall ensure that parts to be provided by him are delivered to the assembly site in due time. The assembly site must comply with the requirements of the applicable work safety regulations.

II. Prices

Material will be charged at our list prices valid at the time of the service. Services at the Purchaser's plant as well as waiting times for which the Purchaser is responsible will be charged by the hour against proof.

III. Basis

The following provisions in detail form the basis for the calculation according to the above rates:

1. Waiting times not caused by us are considered working hours and will be shown separately on the invoice.
2. Our order form, countersigned by the Purchaser, or alternatively by the Purchaser's labour inspector responsible at the place of work, shall apply without restriction for the

assessment of the working hours. If the Purchaser fails to sign off the hours, the order shall be deemed to have been duly fulfilled.

3. Work that is not included in the contractor's scope of services according to the order must be ordered in writing by the Purchaser prior to performance and will be charged at the applicable rates.
4. The charging rates listed in the offer only apply to deployments of our service technicians as well as third parties commissioned by us. Should the use of more highly qualified personnel and/or special measuring technology be required, we will submit a separate offer.
5. Orders to carry out work on Sundays and public holidays can only be accepted subject to the presentation of a permit by the local supervisory authorities.

IV. Warranty parts

Warranty parts are property of HZI Schmack.

V. Deposit parts

Deposit parts are our property and must be returned to the head office in Schwandorf, Germany within two weeks after exchange - freight costs are to be borne by the sender. The previously charged deposit will be credited to you immediately after receipt of the goods.

VI. Minimum order value

The minimum order value for spare parts is 50 EURO. If the order

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value is less than this amount, we take the liberty of charging the difference between the spare part price and the minimum order value as a minimum order value surcharge.

VII. Cancellation fees

Should we be requested to cancel an invoice after invoicing due to incorrect invoicing, which is attributable to incorrect information provided by the Purchaser, we take the liberty of charging a processing fee of 50 EURO for the cancellation.

VIII. Restocking

In principle, only original, re-saleable items that are in perfect

condition can be returned.

Special orders are excluded from exchange.

A return or exchange is only possible for a maximum of 12 weeks after delivery.

For the re-storage of returned items, we reserve the right to charge a re-storage fee of 12% of the value of the goods, but at least 85.00 EURO net.

The returned goods must be delivered carriage paid.

For further information on data processing and data protection, see section D.

- D. Copyright, confidentiality and data protection -

I. Copyright

Hitachi Zosen Inova Schmack GmbH (hereinafter also referred to as "HZI Schmack" or "we") expressly reserves copyrights to prepared expert opinions, test reports, analyses, plans, checklists and similar delivery items and performance results to which such rights may arise.

II. Rights of use

HZI Schmack shall transfer to the Purchaser the rights of use required for the respective purpose. Rights of use shall therefore only be transferred to the Purchaser to the extent that this is evident from the placing of the order in terms of content, time and space.

In the event of publication or disclosure to third parties, the Purchaser shall ensure that personal data of HZI Schmack employees (name of account manager and sampler), if relevant, are made illegible.

The Purchaser shall remain responsible for any consequences arising from the disclosure of such results to third parties and reliance by such third party on such results. The Purchaser hereby undertakes to indemnify HZI Schmack and its employees, members of the management from any claim by a third party resulting from the disclosure of such results and / or reliance on the same and any resulting - actual or alleged - damage.

III. Confidentiality

HZI Schmack will only make test and analysis results and similar findings obtained in connection with an order accessible to the Purchaser, unless otherwise agreed in individual cases or HZI Schmack is legally obliged to do otherwise. HZI Schmack will treat information that is not already publicly known or accessible as confidential, but you may use results for internal evaluation and take copies of documents provided for your own files.

Information about the Purchaser that originates from third parties is treated confidentially between HZI Schmack and the Purchaser. The source of the information is also treated confidentially, i.e. it is not passed on to the Purchaser without their consent.

IV. Data protection - Introduction

We, HZI Schmack - as part of Hitachi Zosen Inova AG, Hardturmstrasse 127, 8005 Zurich, Switzerland - take the protection of your personal data very seriously and this naturally also applies with regard to the data of our business partners, suppliers, customers, authorities and other natural persons. We hereby inform you how we process your data and what claims and rights you are entitled to under the data protection regulations.

We strictly adhere to the rules of the currently applicable data protection laws. This includes, above all, the General Data Protection Regulation (hereinafter: "GDPR", Regulation (EU) 2016/679 of the European Parliament and of the Council. The HZI Group are the companies affiliated with Hitachi Zosen Inova AG.

Personal data is all information that HZI Schmack can assign to you. This also includes information that can only be indirectly attributed to you, for example by means of assignment to an identifier, such as a name, an identification number, location data or an online identifier. An identifiable person is also one who can be identified by one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

V. Contact details of the responsible persons or representatives

This data protection information applies to various companies of the HZI Group. The company with which you or your company have concluded a contract or with which you are in contact with regard to the respective business transaction is responsible under data protection law.

Below you will find the contact details of those responsible for HZI Schmack:

Hitachi Zosen Inova Schmack GmbH
Bayernwerk 8
92421 Schwandorf, Germany
Phone: 09431 751 - 0
Fax: 09431 751 - 204
E-mail: info@hz-inova.com

Regardless of which data controller or representative is specifically responsible for you, you can contact the HR department with questions about your data or if you would like to know how the HZI Group handles your data:

Hitachi Zosen Inova AG
Human Resources Data Protection Administrator
127, Hardturmstrasse,
8005, Zurich, Switzerland
Email: hr@hz-inova.com

VI. Contact details of the data protection officers

For Hitachi Zosen Inova Schmack GmbH:
Data Protection Officer of HZI Schmack
Bayernwerk 8
92421 Schwandorf, Germany
Phone: 09431 751 - 0
Fax: 09431 751 - 204
E-mail: datenschutz@hz-inova.com

VII. Your rights

You have the right to obtain information about the personal data stored about you free of charge upon request. In addition, you have the right to correct incorrect data, to restrict the processing of data that has been processed too extensively and to delete personal data that has been processed unlawfully or stored for too long (insofar as this does not conflict with any legal obligation to retain data and no other reasons pursuant to Art. 17 (3) GDPR). In addition, you have the right to the transfer of all data you have handed over to us in a common file format (right to data portability), insofar as you have handed over the data to us within the scope of a declaration of consent or for the fulfilment of a contract (e.g. the business management contract).

Insofar as you also have a right to object to individual procedures, this will be dealt with as part of the description of the individual procedures.

To exercise your rights, simply send an e-mail to datenschutz@hz-inova.com.

In addition, you have the right to complain to a supervisory authority.

VIII. Processed data of business partners, suppliers, customers, authorities and other natural persons as well as

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by Hitachi Zosen INOVA

purposes of data processing

Various personal data are processed from business partners, suppliers, customers, authorities and other natural persons, depending on the specific business transaction, including the following:

- Contact details (name, address, e-mail address, telephone number, fax number)
- Operational financial data (payment information, VAT identification number, account number, payment/delivery terms, creditor/debtor number, tax characteristics)
- Plant data (operating data, location, error messages, information on the biogas plant concerned)
- Personal details (date of birth, gender, age, function, business cards, company affiliation, certificates/qualifications, respective training courses)
- Details of the order (country, product name and article number of the HZI Schmack or HZI Group product concerned, description of interest, dates, contracts, offer data, communication data, correspondence, analysis results, conformity statements, opinion interpretation, recommendations, evaluation of laboratory data)
- Images, sequence of images (video)
- User data
- Accident information
- IP address

In addition, your data can also be obtained on individual contracts and ultimately the entire business relationship between the company or authority for which you work and HZI Schmack.

All the above data will be processed for the following purposes:

- Collection and management of prospect, customer, supplier and authority data for sales purposes and order processing,
- to process enquiries, offers, orders for you or from you and to fulfil contracts with you or the company for which you work,
- to maintain a long-term business relationship with the company you work for,
- for sales and marketing purposes,
- Remote system monitoring,
- Organisation and implementation of training courses and
- Responding to complaints and other enquiries.

In individual cases, for the purpose of long-term maintenance of the business relationship, further personal data, such as your date of birth (for the purpose of sending birthday greetings)

or internal notes on the sending of Christmas cards and similar marketing materials and giveaways.

IX. Origin of the data

We take the data from business correspondence with you, your authority or your company or business cards handed over. Furthermore, data is processed that is collected via registrations/activities with the help of web portals, apps or other technologies provided or operated by companies of the HZI Group; this collection can also be carried out by companies outside the HZI Group. Furthermore, data is processed that we receive from business partners, suppliers, customers, authorities and others in the course of order initiation and order processing.

X. Permits

The processing of your personal data mentioned above is regularly based on Art. 6 (1) (b) GDPR. According to this, personal data can be processed if this is necessary for the fulfilment of a contract.

Furthermore, the processing is carried out for the Legitimate Interest:

- Collection and management of prospect, customer, supplier and authority data for sales purposes and order processing,
- to maintain a long-term business relationship with the company you work for,
- for sales and marketing purposes,
- Remote system monitoring,
- Organisation and implementation of training courses and
- Responding to complaints and other enquiries,

on the basis of Art. 6 (1) (f) GDPR. This authorisation permits the processing of personal data within the scope of the "Legitimate Interest" of the controller, unless your fundamental rights, freedoms or interests in not having the data processed outweigh this. You can object to this data processing at any time if there are reasons which

exist in your particular situation and which speak against the data processing. To do so, it is sufficient to send an e-mail to widerruf@hz-inova.com or another message to the contact details above.

You can object to the processing of data for marketing purposes at any time without giving reasons. To do so, simply send an e-mail to widerruf@hz-inova.com or another message to the contact details above.

However, an objection may have a restrictive effect on the business relationship if the objection relates in particular to electronic communication or individual media or channels which HZI Schmack or other companies of the HZI Group consider to be leading in the context of its Legitimate Interest in the economic orientation of its business activities and thus use or serve them primarily or exclusively.

XI. Voluntariness of the provision of data

The provision of your personal data is basically voluntary. However, for the conclusion and implementation of the business relationship, it is absolutely necessary to process certain data about you. This data includes your business contact details, other company data and information about the contractual relationship.

XII. Disclosure of data to third parties

Your data will be processed electronically by HZI Schmack or other companies of the HZI Group. The office programs and specialised company software required for this are partly hosted or operated by the HZI Group. Contractors are also used for the implementation. In this context, the HZI Group or the responsible processor processes your personal data.

Within the HZI Group, HZI Schmack is jointly responsible with the respective HZI Group company. The overall processing procedures are jointly defined. The basic specifications and software tools are provided by the HZI Group and the use and, in some cases, the detailed definitions come from HZI Schmack or the respective responsible company. In the course of business, your data may also be processed by other companies of the HZI Group or by business partners of HZI Schmack or the HZI Group, by suppliers, customers or authorities, if this is necessary to process the respective contract or to initiate a contract. If you have registered with HZI Schmack for a training course that is offered or processed in cooperation with the Biogas Training Association, your data will be passed on to the Biogas Training Association for checking and further processing. This will only be done in connection with the respective planned or conducted training. For further information on the processing of your data according to GDPR by Fachverband Biogas e.V. and Schulungsverbund Biogas, please visit: <https://www.schulungsverbund-biogas.de> under Data Protection or Privacy Policy.

The disclosure of personal data to business partners, suppliers, customers, authorities and other companies from the HZI Group is based on the legal basis of Art. 6 (1) (f) GDPR. This authorisation permits the processing of personal data within the scope of the "Legitimate Interest" of the controller, unless your fundamental rights, freedoms or interests in not having the data processed prevail (as mentioned above). The Legitimate Interest consists primarily in the disclosure of data to specialised service providers (e.g. experts, laboratories, assembly and maintenance specialists), suppliers (e.g. manufacturers of biogas components) and parts of the company and in the disclosure of data within the framework of a central group administration. You can object to this data transfer at any time if there are reasons relating to your particular situation that speak against the data processing. To do so, it is sufficient to send an e-mail to widerruf@hz-inova.com or another message to the contact details above. However, an objection may have a restrictive effect on the business relationship.

The HZI Group and HZI Schmack regularly work with credit agencies, such as the Verband der Vereine Creditreform e.V. and CRIF Bürgel GmbH, to obtain credit information from business partners, suppliers, customers and other natural persons. In addition, the HZI Group regularly works with companies, such as IHD Gesellschaft für Kredit- und Forderungsmanagement mbH, for the purpose of receivables management. However, the data processed in this context only concerns the companies that have HZI Group companies audited, not

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by Hitachi Zosen INOVA

their employees or other natural persons (except in the case of a sole trader). In this respect, reference is made to the information pursuant to Art. 14 GDPR in the cases of credit agencies and companies for the implementation of receivables management.

HZI Schmack or the companies of the HZI Group do not otherwise pass on your data to third parties in the normal course of business. In exceptional cases (e.g. a tax auditor or a criminal investigation), third parties, in particular authorities, may have access to the personal data.

If data is transferred outside the European Economic Area, this is done in compliance with the requirements of the European Commission. If there is no positive adequacy decision by the European Commission in accordance with Art. 45 GDPR, HZI Schmack will only transfer data to a third country subject to appropriate safeguards. Personal data will only be transferred to recipients in third countries that do not have an adequate level of data protection if the recipient has concluded the EU standard contractual clauses with HZI Schmack or the respective responsible HZI Group company.

XIII. Duration of data storage

Much of the personal data processed within the scope of a business relationship is relevant for tax purposes and is therefore generally kept for ten years after the end of the year in which the invoice was issued or the booking was made in accordance with the retention periods under commercial and tax law from § 147 German Fiscal Code (AO) and § 257 German Commercial Code (HGB).

The non-tax relevant data will only be deleted if it is either particularly sensitive data is involved or you ask us to do so. As a rule, we assume that we may store professional contact data within the scope of the "Legitimate Interest" pursuant to Art. 6 (1) (f) GDPR without a deletion period, as this data is not sensitive and you have an interest in remaining in business contact with us.

Beyond the statutory retention periods, we store personal and order or system-related data of data subjects and other natural persons for the protection of vital interests pursuant to Art. 6 (1) (d) GDPR, in some cases for more than 20 years. Our products meet the highest security standards. In order to improve continuously and to be able to react optimally in individual cases, for example if we have become aware of an accident through the use of comparable technologies or if increased risks can be derived from the operation based on new findings from research and development, we must keep corresponding data files. If products of HZI Schmack or the HZI Group should also be affected by this, the existing data of the plants concerned will be selected if necessary. The relevant companies of the HZI Group will then contact the customer and other affected parties if necessary. The time period is determined by the duration of use of the systems supplied by us. The data stored for a longer period in this context includes data from our business relationship (e.g. data on your company, contact details), the data provided by you to us from other natural persons (e.g. employees who have provided service or participated in our training courses) and information on the fulfilment of delivery and service in accordance with Art. 6 (1) (b) GDPR (e.g. orders, delivery notes, invoices, spare parts deliveries, service reports), this also includes data from your other relationships with natural and legal persons who use products from HZI Schmack or other companies of the HZI Group and/or services provided to them by other companies of the HZI Group (customer data such as plant location, delivery address). This data is processed strictly for the intended purpose.

XIV. Commitment to data secrecy

The employees of HZI Schmack and all relevant partners and laboratories are bound to data secrecy or are subject to an agreement on commissioned processing.

XV. Privacy policy

For further details and contacts regarding data protection, please refer to the website of Hitachi Zosen Inova Schmack GmbH: "<https://www.schmack-biogas.com>" and the website of the HZI Group "<https://www.hz-inova.com>" under Data Protection and Privacy Policy ("Datenschutz" and "Datenschutzerklärung") respectively.