

**WAGNER Group General Terms and Conditions
for the procurement of maintenance, repair and other services
for use in business transactions with companies**

§ 1

General provisions

- (1) These General Terms and Conditions (hereinafter "General Terms") apply to all agreements ("Agreements") entered into by J. Wagner GmbH, WALTHER Spritz- und Lackiersysteme GmbH or Reinhardt Technik GmbH (the respective ordering company in the WAGNER Group "we") with companies as defined by § 14 German Civil Code (BGB), legal persons of public law as well as special funds under public law ("Contractor") for maintenance, repair and other services ("Services") by the Contractor. The General terms do not apply to consumers as defined by § 13 German Civil Code (BGB). We hereby expressly reject any service terms and conditions used by the Contractor or any other terms; these will not form part of the Agreement, even if we knowingly accept terms and conditions of service that contradict or deviate from these General Terms or if we accept differing terms for the Services or other conditions from the Contractor.
- (2) Any deviations from or additions to these General Terms are only valid if we have expressly accepted these in writing and only apply for the corresponding Agreement for which they were agreed.
- (3) The General Terms are deemed a framework agreement (§ 305 para 3 BGB) at the time of our placing an order, as well as for later Agreements with the same Contractor as set out in § 1 (1), without the need for us to reaffirm them.
- (4) In the absence of any written agreement to the contrary, a contract only comes into force between the respective ordering company in the WAGNER Group and the Contractor. Any companies in the WAGNER Group that are not participating in an order do not accept any obligations arising from the Agreement entered into as a result of the placing of the aforesaid order.

§ 2

Conclusion of Agreement; Amending the Agreement

- (1) The Contractor can only accept our orders within any given deadline where applicable, otherwise within 3 calendar days of the order date stated in the order, by way of written confirmation (e.g. letter, email). Timely receipt by us of the confirmation of acceptance is of the essence.

- (2) The preparation of offers and quotations as well as any other similar activities by the Contractor in preparing for the order will be free of charge unless otherwise agreed.
- (3) If we order Services based on our specifications, the Contractor must notify us about any concerns they may have about the practicability of these specifications.
- (4) Where reasonable for the Contractor we can also following conclusion of the Agreement stipulate changes to the service or other conditions of the Agreement (e.g. service date).
- (5) The Contractor must have our prior written consent before being permitted to make any changes to the agreed service.
- (6) Services based on our drawings or specifications shall only be supplied to us unless we expressly agree in writing to their supply to a third party.
- (7) Unless we have provided prior written consent to the contrary, the Contractor is not permitted to meet their service obligations by rendering the service through a third party (e.g. subcontractor).

§ 3

Remuneration; Payment terms

- (1) The remuneration set out in the order is binding and plus any statutory VAT unless otherwise agreed.
- (2) All invoices must contain all information required by law and must - pursuant to the specifications in our order - state the order number set out in the specifications.order. The Contractor shall invoice us in duplicate. We will reject any incorrectly presented invoices. The Contractor is responsible for the consequences of any incorrectly presented invoices.
- (3) Unless we have made an alternative agreement with the Contractor, payment of the remuneration will be made (i) within 14 calendar days from receipt by us of correctly presented invoices and with a 3% early payment discount applied, or (ii) within 30 calendar days of receipt by us of correctly presented invoices and strictly net.
- (4) We have set-off and retention rights to the extent permitted by law.
- (5) Payment of an invoice does not constitute a waiver in respect of notice of defects or claim for defects with regard to the Services described in the invoice
- (6) Interest payments in accordance with § 353 German Commercial Code (HGB) are excluded.

§ 4

Service delivery and service location

- (1) Within the service, the parties agree the outcome promised by the Contractor. The Contractor is obliged to bring about this contractually agreed outcome within the meaning of § 631 of the German Civil Code (BGB).
- (2) Pursuant to the respective purchase order the Contractor will deliver the service to us or to a customer named in the order (hereinafter "Delivery Location"). In the event that the order does not expressly state such a location, the registered office of the WAGNER Group is the Delivery Location.

§ 5

Service dates and service delays

- (1) The agreed service dates are binding. Decisive in determining performance against service dates or service periods is their timeliness in relation to the contractually agreed service.
- (2) Partial delivery of a service is as a rule not permitted, unless expressly agreed otherwise in writing.
- (3) The Contractor is obliged to notify us without delay and in writing if circumstances arise or become known to the Contractor that mean that the agreed service deadlines or service periods cannot be met.
- (4) In the event that a service is offered before the agreed service date, we reserve the right to reject the service until the service date at the Contractor's cost. In the event of an early delivery, we reserve the right to make payment only on the agreed due date.
- (5) In the event of any service delay on the part of the Contractor, we are entitled to claim a contractual penalty in the amount of 0.2% of the remuneration (net invoice value) of the delayed service per completed working day, up to a maximum though of 5% of the price (net invoice value). The right to claim the contractual penalty can be retained by us up to the point of final payment for the affected delivery or service. Our further legal rights remain thereby unaffected. In accordance with statutory provisions, the Contractor must consequently compensate us for all damages arising from the delay. Our acceptance of a delayed service does not constitute a waiver of our right to claim for damages. The contractual penalty will be credited against any damages claim.

§ 6

Use of competent and qualified staff

- (1) The Contractor shall present at the Delivery Location at the agreed service date with sufficient numbers of competent and qualified staff.
- (2) The Contractor shall only deploy staff to perform the Services who hold the necessary technical qualifications at the time of the performance of the service i.e. who are adequately technically competent and qualified to perform the service in accordance with any legal provisions applying at the Delivery Location at the time. The Contractor must in particular guarantee that the workers employed are technically competent and adequately qualified to perform the service, in accordance with the prevailing versions of the German regulations on health and safety at work and the technical regulations for safety in the workplace (TRBS) 1203.
- (3) In addition to the requirements stated in § 6(2) we can also set out further requirements in the order that must be met by the deployed workers (such as requirements relating to technical competence and qualifications). The Contractor shall only deploy workers to perform the service who also meet the additional requirements stated in the order.
- (4) Whenever demanded by us, the Contractor will provide evidence of the required competence and other necessary technical qualifications of the deployed workers.

§ 7

Use of tools

- (1) Unless otherwise agreed in writing, the Contractor will carry out the Services using their own tools and their own other aids.
- (2) The tools and other aids required for the Services are to be procured and made ready for use by the Contractor.
- (3) The tools and aids must be fit for the intended purpose and must meet the requirements of any statutory provisions prevailing at the Delivery Location at the time of service delivery.
- (4) The cost of using these tools and other aids is compensated for in the remuneration.
- (5) The Contractor is obliged to notify us in writing, without delay and in a timely fashion before the Services deadline if they themselves are unable to make available the tools or other aids required by the service date.

§ 8

Compliance with statutes at the Delivery Location and instructions; protection of property

- (1) While performing the service, the Contractor will comply with all statutory provisions prevailing at the Delivery Location. This applies especially to provisions relating to accident prevention and environmental protection.
- (2) The Contractor will comply with all of our prevailing operating specifications and instructions or those of our customer where the Contractor has to perform the Services.
- (3) The Contractor must handle our property and our customers' property with particular care and must take particular care not to damage the aforesaid property.

§ 9

Customer requests, customer complaints and customer protection

- (1) The Contractor will notify us without delay and in writing of any customer requests that are outside the scope of the contractually agreed Services and of any customer complaints.
- (2) Because of our service acquisition, the Contractor gains the ability to carry out Services at the customer. During the life of the Agreement, the Contractor is therefore not permitted to make agreements themselves with customers, for who the Contractor is performing Services on the basis of this Agreement, for the performance of similar Services.

§ 10

Quality assurance

- (1) The Contractor warrants that their Services meet the contractual agreements (in particular regarding required quality characteristics and other specifications) and all of the relevant statutory provisions. The Contractor is thus responsible for the quality of their service. In order to ensure that the services meet the specifications and the relevant statutory provisions, the Contractor must introduce, use and maintain an effective quality management system.
- (2) We are permitted by means of our own audits, or audits of the Contractor carried out by our agents, to test whether the Contractor's quality management system complies with the contractual agreements. We or our agents will give notice of audits in a timely

fashion i.e. with five (5) working days' notice. The Contractor will make available all non-confidential documents necessary for the audit.

§ 11

Warranty

- (1) Unless otherwise agreed hereinafter, our rights in the event of defects in Goods or title are determined by statutory provisions.
- (2) The Contractor guarantees that all Services delivered by them meet the agreed specification, are the latest technology, and meet the statutory provisions and the relevant guidelines of the authorities, professional bodies and trade associations. This applies in particular with regard to environmental protection regulations in the European Union, the Federal Republic of Germany and the Delivery Location. The Contractor guarantees that they are not aware of any imminent changes to these statutory provisions and guidelines that will cause the Services supplied by them to be in contravention of the amended provisions and guidelines. The Contractor further guarantees that all of the Services supplied by them are fit for the purpose of the Agreement.
- (3) In the event of a defective service, the Contractor shall at our discretion and within a suitable timescale remedy the defect or perform the service again.
- (4) The Contractor shall bear all of the costs of the remedy, in particular the costs of investigation and analysis of the defect, as well as the labor, materials, transport and travel costs.
- (5) If the defect in the service is not remedied within a timescale reasonably set by us, we can remedy the defect ourselves and claim a refund of all of the necessary costs, unless the Contractor is legally justified in refusing remedy.
- (6) If the Contractor's remedy fails or, because of special circumstances, is unacceptable to us, in particular because of urgency, risks to operational safety or the risk of an imminent occurrence of disproportionate damages, we are not required to set a deadline prior to our self-help.
- (7)
- (8) The limitation period for our contractual claims arising from defects in goods or title (warranty period) is three (3) years from the transfer of risk, as long as no longer limitation period applies in law.

- (9) In addition to the provisions set out in these conditions, the statutory provisions for works contracts as defined in German law under §§ 633 et seq. BGB apply to claims for defects relating to the service. Our further legal rights remain unaffected, in particular the rights to withdrawal, reduction and/or claims for damages.

§ 12

Acceptance

- (1) The Contractor must document the course and results of each of the individual service dates and hand over the documents within five (5) working days of the respective service date.
- (2) Acceptance by us is confirmed only once the Contractor has delivered the service free of any defects.
- (3) Besides the final acceptance of the respective service, only acceptances expressly designated as such constitute valid acceptance as defined by § 640 BGB; all other tests or inspections do not constitute (part-)acceptance in the legal meaning of the word.

§ 13

Industrial property rights

- (1) The Contractor guarantees that the intended use of the Service by us and our customers does not breach the rights of any third parties.
- (2) Should any claims be asserted against one of the parties of actual or alleged breaches of the rights of third parties in connection with the service or if there is a reasonable expectation that such claims might be asserted, the parties will without delay notify the other.
- (3) Should the Service breach the rights of third parties and in the event this leads to claims by third parties against us, the Contractor must indemnify us against these claims by third parties as well as any costs and damages arising in connection with our involvement in these claims (including any reasonable prosecution and legal defense costs) unless the Contractor cannot be held accountable. The obligation on the Contractor to deliver contractually compliant services remains unaffected.
- (4) In the event of third parties asserting rights that prevent us or our customers using the Service as intended, the Contractor will at its own cost and at our discretion:
- acquire the right for us and our customers to use the Service as intended;

- modify the Service without impairing the agreed characteristics and specifications in such a way that no third party rights are infringed;
 - replace the Service with another object or service that has the same characteristics and meets the agreed specifications, but does not infringe the rights of any third parties; or
 - take back the Service and refund the remuneration.
- (5) Further claims and rights of ours in accordance with statutory provisions, in particular with regard to compensation for damages, remain unaffected

§ 14

Representations and warranties

Insofar as a Contractor warrants the condition of a service, they are liable for the breach of warranty, in particular for fulfilling the warranty and compensating for the damages caused by the breach of warranty. Unless otherwise agreed in the warranty, any claims arising from the warranty expire by limitation after three (3) years in accordance with the regular period of limitation in § 195 BGB. The period of limitation begins with the end of the year in which the claim has arisen and in which we learned of the circumstances giving rise to the claim and the identity of the party liable or would have learned in the absence of gross negligence.

§ 15

General liability

- (1) If a breach of duty by the Contractor causes a claim by a third party against us, the Contractor shall indemnify us against this claim and compensate us for all other damages arising from the breach of duty. This does not apply if the Contractor cannot be held accountable for the breach of duty.
- (2) In the event that we are unable to fulfill a delivery or service obligation for a customer because the Contractor does not meet their service date or service schedule in accordance with an Agreement, the Contractor shall indemnify us against all claims for damages and contractual penalties from the customer, unless the Contractor cannot be held accountable for the failure to meet the service date or service schedule.
- (3) The liability of the Contractor in accordance with statutory provisions remains unaffected.

§ 16

Product and manufacturer's liability

- (1) If the Contractor's Services could give rise to a risk to life or limb or other damages including financial loss for third parties, we are entitled, at the Contractor's cost, to take all measures such as public warnings and product recalls, which we are obliged to do or for special reasons are appropriate, to protect third parties against damage. We will if possible and reasonable speak with the Contractor as soon as possible and give them the opportunity to respond. The Contractor will cooperate openly and honestly with us to rectify the dangers arising from their service as quickly and effectively as possible.
- (2) Should the Contractor have reason to believe that their Services could give rise to a risk to life or limb or other damages including financial loss for third parties, they must without delay notify us in writing with an explanation of the situation.
- (3) Should we become subject to a claim related to product and/or manufacturer liability from a third party and if this can be traced back to a faulty service from the Contractor, the Contractor shall - in as much as the Contractor is themselves liable to third parties - indemnify us against these claims
- (4) Claims by us and our rights under statutory provisions remain unaffected.

§ 17

Insurance

To insure against any risks resulting from the fulfillment of the Agreement, the Contractor shall take out industry-standard and suitable public liability insurance, as well as industry-standard and suitable product liability insurance that also provides cover for recalls. Public liability insurance and product liability insurance must each provide cover of at least EUR 10 million per claim event and EUR 15 million per calendar year and must be in place for the duration of the Agreement and for the liability period pertaining to the Services supplied based on this Agreement. On demand by us, the Contractor shall regularly provide evidence of this insurance and the amounts of cover. The conclusion of the insurance agreements does not release the Contractor from their liability to us.

§ 18

Production materials

- (1) Any technical documents, images, plans, drawings, calculations, instructions, standard worksheets, product descriptions, tools, substances, templates, models, materials (e.g. software, finished and half-finished products) and other objects (hereinafter "production materials") remain our property. All copyrights to the production materials remain with us.
- (2) The Contractor is permitted to use the production materials for the sole purpose of performing the service and fulfilling their duties arising from the Agreements, and shall not make the production materials available to third parties. The Contractor will only change the place where the production materials are kept or used with our prior written consent.
- (3) The Contractor will store the production materials for us free of charge and separate from other items. Any property marks of ours on the production materials must not be damaged, destroyed or removed by the Contractor.
- (4) The Contractor will handle the production materials with care and in the correct manner. The Contractor is liable for any damage or loss to the production materials unless they cannot be held accountable.
- (5) When the production materials are tools, the Contractor will carry out the required inspections and servicing at their cost. Damage and malfunctions relating to tools will be notified to us by the Contractor without delay.
- (6) The Contractor will insure the production materials for an industry-standard amount against loss, damage and destruction and must provide proof of insurance to us on demand. The Contractor hereby transfers to us the benefit of any insurance claims made on the insurance agreement for loss, damage or destruction of the production materials. We accept the transfer herewith.
- (7) Upon our demand, the Contractor must surrender or destroy the production materials. If we have consigned any production materials to the Contractor for a specific Agreement, the Contractor shall without being asked upon completion of the Agreement surrender all of the production materials concerned, including any duplicates made, unless the production materials are also needed for future contracts. At no later than the end of the business relationship with us, the Contractor shall give the production materials back to us, or shall destroy them at our request. The Contractor has no right of retention. Working copies are excluded from the obligation to surrender production

materials, if the Contractor is required by law to retain a working copy. These working copies, especially documents that serve as evidence of the correct performance of the work, must be stored securely out of reach in line with the schedules given by us or with the statutory periods for third parties. Upon the expiry of these periods, the Contractor will also hand over these working copies to us or destroy them at our request.

- (8) In the event that production materials are combined or inextricably mixed with other items not belonging to us, we acquire joint ownership of the new item in proportion to the value of these production materials compared with the other combined or mixed objects at the time they were combined or mixed. If the combination or mixing is done in such a way that a Contractor's product is seen as the main item, it is agreed that the Contractor herewith transfers joint ownership in the new product to us in proportion to the value of these production materials compared with the other combined or mixed objects at the time they were combined or mixed. We hereby accept the transfer.
- (9) The processing or remodeling of production materials by the Contractor is always done for us. In the event that production materials are processed with other items not belonging to the Contractor, we acquire joint ownership of the new item in proportion to the value of these production materials compared with the other processed items at the time they were processed.
- (10) For items that we own or jointly own following their combination, mixing, processing or remodeling, the rules set out in §18 (1) through §18 (7) apply respectively.

§ 19

Confidentiality

- (1) The Contractor undertakes not to disclose nor make available to third parties our company and trade secrets, especially all images, drawings, calculations, designs and other technical and commercial information concerning us (hereinafter "Confidential Information"), that becomes known to them in the course of the fulfillment or performance of an Agreement, during and after the ending of our business relationship. The Contractor is only permitted to use Confidential Information to carry out an Agreement and to make it available only to those employees who need to use it to fulfill the Agreement. The Contractor shall impose these confidentiality obligations on these employees also in order to ensure that they adhere to the duty of confidentiality.
- (2) By way of exception, the confidentiality agreement does not apply to data and information (i) that at the time of disclosure to the Contractor was already in the lawful possession of the Contractor, (ii) that at the time of disclosure to the Contractor was in the public domain or entered the public domain without any breach of the confidentiality

agreement, (iii) that the Contractor independently established without the use of Confidential Information, (iv) if we gave prior written agreement to the disclosure or (v) if the Contractor or one of their employees is obliged to do so in law or following a judgement by a court or administrative authority. The Contractor bears the burden of proving the existence of exceptions (i) to (v).

- (3) We reserve all rights to Confidential Information (including copyrights and the right to register industrial property rights such as patents etc.).
- (4) The Contractor will treat in confidence, not make available to third parties and only use for the fulfillment of the respective contract all of the business and trade secrets of our customers, information about our contractual relationship with our customers, in particular the existence of the customer relationships, and the scope of our contractual Services, The Contractor will not reveal the contents of their Agreement with us, in particular the remuneration.

§ 20

Compliance

- (1) The Contractor undertakes to respect all laws and provisions of any countries in which they are engaged. They undertake with us neither to participate in any corrupt practices nor human rights abuses, regardless of whether directly or indirectly, actively or passively. The Contractor is responsible for the protection of their employees and the environment. The Contractor will also impose these obligations in accordance with § 20 on their employees and business partners.
- (2) The Contractor is in particular obliged to refrain from any behavior that can lead to punishment for fraud or breach of trust, insolvency offenses, anti-competitive offenses, bribery or corruption of people employed by us or third parties.
- (3) In the event of a breach of § 20 we have the right to withdraw from the Agreement without notice i.e. the right to terminate all transactions with the Contractor and to the cessation of all negotiations. The right to make claims for damages against the Contractor remains unaffected.

§ 21

Data protection

- (1) The Contractor will observe the principles of correct data processing and especially in the handling of personal data to comply with the relevant statutory provisions.

- (2) The Contractor is obliged to use the data made available (especially customer data) only in the fulfillment of the relevant Agreement for which the data was made available.

§ 22

Other obligations on the Contractor

- (1) The Contractor is obliged to adhere to the provisions of public law.
- (2) The Contractor is in particular obliged to observe the minimum wage law (MiLoG) and the law on mandatory working conditions for cross-border workers and for employees normally employed in Germany (AEntG) in its prevailing form and in particular to pay the legal minimum wage to its employees.
- (3) If a claim is made against us under the terms of §§ 13 MiLoG, 14 AEntG by any of the Contractor's employees or by a subcontractor of the Contractor or a temporary worker, the Contractor shall indemnify us against any liability under §§ 13 MiLoG, 14 AEntG and refund any costs arising for us from the demand against the Contractor, unless the Contractor cannot be held accountable. We are entitled to withhold payments equal to all amounts of payments due from the Contractor under the terms of §§ 13 MiLoG, 14 AEntG and to offset any claims against each other.
- (4) In the event that the Contractor passes the contractual service or parts thereof after receipt of our written consent to a subcontractor or temporary worker, the Contractor undertakes to adhere to the requirements of § 22 (2) and to ensure the other duties set out in the Agreement are contractually assured with the relevant subcontractor or temporary agency.
- (5) The Contractor undertakes to provide evidence, on demand from us, of the payment of the minimum wage by them and by the subcontractor or temporary agency contracted to work on their contract. We are entitled to study anonymized lists of the Contractor's wages and payrolls.
- (6) In order to secure our claims we reserve the right to demand from the Contractor, at any time, a form of security, such as a bank guarantee.
- (7) If the Contractor or a subcontractor or temporary employment agency employed by the Contractor fails to pay their employees the minimum wage in contravention of § 1 MiLoG or contravenes the rules of AEntG with their payments, we have the right to terminate for cause or to withdraw from the contracts with the Contractor.

§ 23

Acts of God

- (1) Acts of God, industrial disputes, riots, official measures and other unforeseeable and unavoidable events, despite the application of due care, relieve the parties from their service obligations for the duration of the disruption and to the extent of their effect. The parties are obliged to make available to any other affected parties, to the extent that it is reasonable to do so, without delay the necessary information and to act in good faith to adapt their contractual obligations to the changed circumstances.
- (2) Should the events giving rise to the relief from the performance of duties last for longer than eight (8) weeks or if it is foreseeable that the events will last longer than eight (8) weeks, the respective service providers are entitled to withdraw from the Agreement that has been affected by the events. If the Agreement is a continuing obligation, the relevant service provider is accordingly entitled to an extraordinary termination.

§ 24

Other provisions

- (1) The Contractor is not allowed to assign their claims against us to third parties without our prior written consent. Regulation § 354a HGB remains unaffected.
- (2) The Contractor is only entitled to withhold payment against our claims and only entitled to refunds if their counterclaims have been determined to be uncontested or legally enforceable by a competent court.

§ 25

Applicable law; Place of jurisdiction

- (1) These General Terms and the Agreements are subject to the laws of the Federal Republic of Germany to the exclusion of UN purchasing law (CISG).
- (2) The only courts competent for all disputes about rights and obligations under these general Terms and the Agreements including their enforceability are the competent courts in our domicile. We are however also entitled to raise disputes in the general courts of the Contractor.

§ 26

Severability clause

The invalidity or unenforceability of one or several rules in these General Terms does not affect the remaining rules in these General Terms. This is also the case if these General Terms omit a necessary rule. As replacement for the invalid or unenforceable rule, the parties will agree a legally permitted and enforceable rule that comes closest economically in sense and purpose to the invalid or unenforceable rule. Should these General Terms be incomplete, the parties will come to an agreement with content that they would have agreed within the terms of this Agreement, had the omission been discovered when concluding the Agreement.