

General Terms and Conditions for Rental
of LCS Cable Cranes GmbH & LCS Pipelines GmbH
as of 12 October 2020

These present General Terms and Conditions have primarily been drawn up for legal transactions between companies. If, in exceptional cases, they are used as a basis for legal transactions with consumers, as defined in § 1 (1) Art. 2 of the Austrian Consumer Protection Act, Federal Law Gazette No. 140/1979, they shall only apply to the extent that they do not conflict with the provisions of the first main section of the aforementioned law.

1 Introduction

- 1.1 Unless the contracting parties have expressly agreed otherwise in writing, the present General Terms and Conditions shall apply.
- 1.2 The contracting parties are hereinafter referred to as Lessee and Contractor, or individually as Party and together as Parties.

2 Conclusion of Contract

- 2.1 All quotations or proposals of Contractor are subject to change without prior notice and without obligation. The validity expires automatically 30 (thirty) days after quotation / proposal date. Contractor reserves the right to prior sale.
- 2.2 A contract shall be deemed to have been made upon receipt of the written statement of acceptance associated with the offer or written order confirmation. Assembly is only included if it is explicitly confirmed in writing.
- 2.3 Lessee's terms and conditions shall only be binding upon Contractor if Contractor has accepted them separately.
- 2.4 Any modification and amendment of the contract shall be confirmed in writing to become effective.
- 2.5 Contractor reserves the right to replace, at any time during the contract period, a part of the goods with an equivalent item due to substantial special design-and-development-related reasons.
- 2.6 In the event that import and/or export licenses or foreign currency permits or other authorizations and permits are required for the performance of the contract, Lessee shall make every reasonable effort in order to obtain the necessary licenses or permits in due time.
- 2.7 Lessee may not transfer any rights arising out of the contract to a third party without the prior written approval of Contractor.

3 Drawings & Documents

- 3.1 All data on weights, measures, content, price, or performance, as contained in catalogues, brochures, circular letters, advertisements, graphic presentations, price lists or alike, shall only be definitive if the contract expressly refers to them. Generally, the data is only an approximate indication and therefore non-binding.
- 3.2 Drawings, design drafts, cost estimates and other technical documents, as well as samples, catalogues, brochures, graphic presentations or alike shall always remain the intellectual property of Contractor. Any use, copying, reproduction, dissemination, and transfer to third parties, as well as any publication and presentation thereof may only be made with the express approval of the owner.

4 Packaging, Delivery, Assembly & Passage of Risk

- 4.1 Unless other arrangements have been agreed upon
 - a) the listed rental fee is without packaging;

- b) the goods are packaged according to general trade practice to avoid, under normal transport conditions, any damage to the goods on their way to the agreed destination. The goods are packaged at Lessee's expense, and the packaging material will only be taken back if so agreed by the Parties.
- 4.2 Unless otherwise agreed by means of contract, the goods shall be deemed to be rented ex works¹ (EXW) (ready for collection).¹ The Parties can agree on another INCOTERM where Contractor shall arrange (or part of) the transportation to Lessee. The INCOTERMS shall apply in the version valid on the date when the contract is concluded.
- 4.3 In the absence of any other agreement, the period of delivery of goods shall begin at the latest of the following dates:
- a) the date when the contract is concluded;
 - b) the date on which Lessee has complied with all technical, commercial and financial preconditions;
 - c) the date on which Contractor has received a payment on account that is due prior to the delivery of the goods, or a commercial letter of credit has been issued.
- 4.4 Contractor shall have the right to make partial or advance deliveries.
- 4.5 If Contractor is arranging the transport or parts of it, Contractor can never be held liable for a delay in transportation and/or damage for the rented goods during transportation, unless caused by Contractor's gross negligence or wilful misconduct.
- 4.6 If Lessee does not accept the rented goods delivered or the assembly works performed in the contractually agreed place or at the contractually agreed time, and if no reason for relief according to Article 15 applies, Contractor may either demand the performance of the contract or withdraw from the contract, granting a respite. In any event Lessee is obliged to pay damages in full.
- 4.7 In the event that the goods are not delivered collectively, as contractually agreed, and consequently have been segregated due to a reason caused by Lessee, Contractor may store the goods at Lessee's cost and risk. Contractor shall also be entitled to claim a refund for any justified expenses that Contractor had to incur in connection with performing the contract and that are not covered by the payments received. This precludes any and all other claims against Lessee due to the segregation caused by Lessee.
- 4.8 If Contractor has caused a delay in delivery or the assembly, Lessee may either demand the performance of the contract or withdraw from the contract, granting a reasonable respite.
- 4.9 If a delivery or the assembly is delayed on account of a circumstance on Contractor's part that constitutes a reason for relief according to Article 15, a reasonable extension of the period of delivery or assembly shall be granted, without default being incurred.
- 4.10 In the event of non-compliance with the delivery or assembly period caused by the Contractor, Contractor shall refund Purchaser for any dunning and collection costs arising as further damage due to the delay.
- 4.11 Any other claim of Lessee against Contractor, due to Contractor's delay, than those listed in Article 4 shall be precluded.
- 4.12 If Contractor has to withdraw or re-dispatch its assembly operators due to a suspension of the assembly which is not caused by Contractor, the costs arising thereby have to be borne by Lessee.
- 4.13 In case Contractor's assembly personnel cannot work on full shifts through no fault of themselves, invoicing is still affected for all legal working hours.
- 4.14 If Lessee insists that the assembly is performed even in case of unfavourable weather, any liability for a damage arising thereby passes to the Lessee.

5 Period of rental

- 5.1 The minimum period of rental is 180 (hundred and eighty) days unless mentioned otherwise. The period of rental will commence from the date (first parts of) the rented goods leave Contractor's premises and will cease from the date all rented goods are returned to Contractor's premises, provided the rented goods are returned in a clean and working condition (including all associated parts), normal wear and tear accepted. However, a prerequisite for actual delivery of the rented goods is the receipt of the down payment (if any) and the letter of credit.

¹ "ex works" means that Contractor delivers when making available the goods to Lessee on the premises of Contractor or at another indicated location (i.e. works, factory site, warehouse, etc.) without the goods having been cleared for export and loaded on to a means of transport for pick-up. The present article therefore constitutes the minimum obligation of Contractor, with Lessee having to bear all costs and risks connected to the transport of the goods from the premises of Contractor.

- 5.2 The rented goods are deemed to be returned when all parts have been received clean and in good condition. In case the rented goods are returned during the minimum rental period, the period of rental will continue until the end of the minimum period of rental has been reached.
- 5.3 If the Contractor does not deliver the rented goods to Lessee at the agreed delivery date as stated in the statement of acceptance associated with the offer or the order confirmation and the reason for such delay is within the responsibility of Lessee the minimum period of rental starts with the agreed delivery date. In such case, the minimum period of rental is automatically extended by the number of days accruing from the agreed delivery date to the actual delivery of the rented goods from Contractor to Lessee. Furthermore, Contractor charges rental fee in full from the agreed delivery date. Lessee acknowledges receipt of the rented goods ex works at the Contractor's premises in Austria.
- 5.4 If Contractor does not deliver the rented goods to Lessee at the agreed delivery date and the reason for such delay is within the responsibility of Contractor the minimum period of rental starts with actual delivery of the rented goods from Contractor to Lessee..
- 5.5 If the initial period of rental is extended between the Parties in writing, upon request by Lessee, the rental will continue on a daily basis with the same terms and conditions as agreed upon before, unless agreed otherwise between the Parties in writing. In case of any overrun of the period of rental without the written permission of Contractor, Contractor will charge rental fee on a daily basis on the basis of the same terms and conditions as agreed upon before or collect the rented goods and charge Lessee for all related costs, including costs of consequential damages, it being understood that Contractor shall not thereby become liable for damages to Lessee and that such collection shall be without prejudice to any other rights Contractor may have.

6 Precaution of the Lessee regarding the Assembly

- 6.1 In case of the performance of assembly services by Contractor, Lessee has to initiate in a timely manner, prior to the commencement of the assembly works, but also meanwhile, and on its own cost and risk, all preparations and preliminaries with respect to personnel and material which are necessary for the properly start of the assembly works, their failure-free performance and orderly finalization.
- 6.2 If not stipulated to the contrary, this includes at least the respective constructional provisions of the construction site, the supply with the necessary devices, tools, instruments, locker rooms and sanitary facilities and other gadgets, required auxiliary supplies and working material, unskilled labour, etc. All necessary supply provided by Contractor is invoiced separately.

7 Insurance & Custody of the Lessee

- 7.1 Lessee shall conclude at its own costs following (primary) insurances for the rented goods:
- All risk cover, including theft, loss, disappearance, flood, earthquake, inundation, land/rock slide, avalanche. The insured value will be on a re-investment value basis stated by Contractor.
 - Liability cover for bodily injury, death, or property damage, including any consequential loss thereof arising out of the use, operation, handling and transportation of the rented goods. The minimum insured limit will be EUR 10.000.000,- (or the equivalent thereof) per single limit occurrence.
- Insurance will provide that the insurers waive any right of subrogation against Contractor. Contractor will be named as co-insured and/or additional beneficiary in the policies. Lessee will supply Contractor, upon Contractor's request, with a certificate and/or proper proof of the existence of the insurance policies including payment thereof.
- 7.2 Parties must also take out all compulsory insurances as required by law.
- 7.3 In case of assembly works performed by Contractor, Lessee has to provide sufficient custody for all materials provided by the Contractor and personal equipment of the assembly personnel, and is liable until complete finalization of the assembly works or the clearance and the transportation of these materials and personal equipment back to Austria. If a damage, destruction or loss of these materials and personal equipment occurs due to a force majeure event Lessee is also liable. Security instructions and other hazard notes are conducted by Lessee as well as provisions regarding fire protection.

8 Imminent danger

In case of imminent danger, the approval of Lessee is assumed for such services which were necessary for the performance of the order but for which the approval of Lessee could not be achieved in due time. Lessee must be informed as soon as possible about the performance of these services which were not part of the order. Since these services of Contractor were inevitable, they must be accepted and compensated by Lessee. Contractor has to invoice these services separately and disclose them in detail.

9 Acceptance Test in case of assembly

- 9.1 If the performance of an acceptance test is contractually agreed between the Parties, Contractor has to inform the Lessee in writing about the readiness to accept the performed assembly. Such notification shall be given in good time and include a date of acceptance testing which enables Lessee to prepare itself in due course for the testing or to be represented at the testing by an authorized person who shall be notified in advance to Contractor. Lessee undertakes to participate in the acceptance testing during the normal working hours. In the event of inspection by the public authorities, such inspection will be deemed to be equivalent to acceptance by Lessee.
- 9.2 An acceptance report on the acceptance test shall be prepared by Contractor.
- 9.3 In the event of Lessee or its authorized representative not attending the acceptance test despite having been notified in due time, Contractor shall prepare the acceptance report by itself and sign it. Lessee shall receive a copy of the acceptance report. In such cases, Lessee shall not be entitled to object to the accuracy of the acceptance report.
- 9.4 Lessee shall bear all costs (personnel costs, costs for equipment, material, auxiliary supplies) incurred in connection with the acceptance test performed.
- 9.5 If only immaterial defects (defects that do not significantly impair the function and/or purpose of the rented goods or the assembly) are detected during the acceptance test, the rented goods and the assembly performed will, at all events, be deemed accepted.
- 9.6 If material defects are detected during the acceptance test, Contractor shall remedy such defects without delay. After remedying, Lessee shall receive a notice of remedying and a new acceptance test shall be performed as well as a new acceptance report prepared by Contractor.
- 9.7 With receipt of the acceptance report or the operation and maintenance manual, Lessee declares to have fully and adequately informed itself and its employees about the handling, operating, product-related use and maintenance of the goods rented or the assembly performed.

10 Rental Fee & Taxes

- 10.1 Unless otherwise agreed, every rental fee shall be in Euro, ex works of Contractor, exclusive of Value added tax (or similar taxes, dues, and duties), documents and packaging. If the Parties decide that Contractor shall arrange the transportation of the rented goods to Lessee based on the selected INCOTERM, the costs for transportation are to be received by Contractor prior to actual delivery.
- 10.2 Where applicable, Contractor will charge Value added tax and other government levies in accordance with applicable (international) laws and regulations, if necessary, retrospectively.
- 10.3 Rental rates are on a daily rate basis and are valid for each calendar day of rental of the goods during the period of rental as defined in Art. 5. In case of assembly performed by assembly workers of Contractor, Contractor charges a daily rental rate for the assembly workers at the end of each calendar month from the day of departure of Contractor's professionals from Austria to the country of performance of assembly works till the day of return of Contractor's personnel back to Austria.
- Not included in the daily rate for Contractor's personnel are:
- Travel costs of the assembly workers
 - Arising accommodation allowance and overnight stays (including catering according to European standard)
 - Value added tax
 - Work done besides the normal working hours.
- 10.4 Costs for maintenance, repair, spare parts, lubricants, diesel fuel and other consumables are not included in the rental fee and must be borne by Lessee separately.
- 10.5 Where withholding tax is applicable, Lessee is obliged to inform Contractor respectively prior to the contract and Contractor is entitled to change the conditions of its quotation / proposal. A signed proof of payment by Lessee of the withholding tax is mandatory. Lessee is obliged to deliver this proof of payment to Contractor within 30 (thirty) days from payment of such tax. In case of delay or when the absence of this proof of payment leads to extra costs and/or non-deductible taxes for Contractor these costs will be charged to Lessee.
- 10.6 When a contract is made with the rental fee being left open, the rental fee shall be calculated on the basis of the rental rates valid on the day of commencement of the period of rental.

11 Payment & Ownership

- 11.1 If Contractor so requests, Lessee is obliged to make a down payment. Payment of such an invoice must be made in full immediately after receipt of the invoice.
- 11.2 All other invoices for rental will be generated at the end of each calendar month and are based upon the actual number of calendar days of the invoiced month. All invoices shall be paid within 30 (thirty) days from invoice date.
- 11.3 Payments are to be covered by an irrevocable stand-by Letter of Credit (L/C). The wording of the L/C and the issuing bank are to be approved by Contractor prior to opening. The L/C is to be valid for the period of rental plus the agreed payment term (30 days). The evidence by SWIFT message of the opened L/C is a precondition to the contract.
If Lessee cannot comply with the above, Contractor reserves the right to suspend or dissolve the contract. In case of prolongation of rental duration, 1 (one) month prior to the expiry date of the L/C, Lessee has the obligation to extend the validity of the L/C and increase the total amount accordingly.
- 11.4 Invoices for all other performances, such as special design and/or special modification of rented goods and costs of repair, will be sent separately directly after these performances are executed.
- 11.5 Lessee shall not have the right to withhold payments due to warranty claims or any other counterclaims that Contractor has not accepted.
- 11.6 If Lessee defaults on one of the agreed payments or any other performance, Contractor may either insist on the performance of the contract and
- postpone compliance with Contractor's own obligations until Lessee has paid the arrears in payment;
 - use a reasonable extension of the period of delivery or performance of assembly;
 - call for the immediate payment of all outstanding amounts and related costs (both judicial and extrajudicial) in case of a delay in payment for more than 1 (one) month – without obligation to give prior notice;
 - pursuant to § 456 of the Austrian Commercial Code (UGB) charge the legal rate of interest in the amount of 9.2 percentage points above the base rate, whereas the base rate that applies on the first calendar day of each half year is decisive for the respective half year;
- or announce its withdrawal from the contract, granting a reasonable respite.
- 11.7 In any event, Lessee shall refund to Contractor all dunning and collection costs arising as a further damage to Contractor on account of the delay.
- 11.8 Any other claims of Contractor against Lessee, due to Lessee's delay, than those listed in Article 11 shall be precluded.
- 11.9 Lessee shall comply with all required measures to safeguard the reservation of ownership. The rented goods shall always be and remain the sole property of Contractor or, in case of cross rental, of the party Contractor rented the equipment from, which is herewith acknowledged by Lessee. If Lessee deliberately appropriates the rented goods this will be regarded as embezzlement. The goods, or any part thereof, shall not be sub-rented, re-rented or lent to any third party without prior written permission from Contractor. Lessee shall forthwith notify Contractor in writing of any seizure, confiscation or the imposition of any other form of rights on (part of) the goods to the benefit of third parties (whether by contract or operation of law) during the period of rental. Moreover, Lessee will inform Contractor about the location of the goods at first request. Upon seizure or confiscation of all or part of the goods as well as in case of administration or liquidation of Lessee, Lessee is obliged to inform the bailiff, receiver or administrator immediately about the property rights of Contractor. If an event as described above will take place, Contractor shall be entitled to terminate the contract and to repossess or arrange, at the Lessee's costs, for the return of any goods without further notice of default and without legal intervention. The Lessee authorizes Contractor in advance to access all sites in and around Lessee's property and/or jobsite.

12 Use, Warranty & Maintenance

- 12.1 Use:
All rented goods must only be used according to manufacturer's purpose and must be treated carefully, maintained properly, only be operated by a trained operator and must be returned in the same condition as they were received, except for normal wear and tear. Operating manuals will be sent to the Lessee at the start of the period of rental and are to be returned with the rented goods. Missing operating manuals at the end of the period of rental will be charged to Lessee, as well as all costs caused by incorrect use/transport, improper repair/maintenance or changes to the rented goods.
- 12.2 Warranty:
- 12.2.1 Contractor shall warrant for any defects in the rented goods, which appear within the period of rental. Lessee is to report such a defect in writing to Contractor within 48 hours, giving specific details of the breakdown or failure of the affected rented goods.

- 12.2.2 If Contractor must warrant for defects, it shall comply with its warranty obligation at its choice by repairing or replacing the defect. Other means of warranty for remediable defects shall be precluded. Cancellation of the contract for non-remediable defects shall be precluded.
- 12.2.3 Contractor shall bear the costs for its specialists for their repair or replacement work performed at construction site. Lessee shall bear the travel costs and accommodation and catering costs for the Contractor's personnel performing replacement or repair work at any place other than the factory of the Contractor in Austria.
- 12.2.4 Contractor shall bear the costs for all necessary repair or replacement parts / components. Lessee shall bear the costs for transport and import of these necessary parts / components. Upon Contractor's request, Lessee shall immediately send any defective component, which is replaced by Contractor, at its own costs to Contractor's premises in Austria.
- 12.2.5 Warranty is due independent as to whether the defect already existed at the time of handed over or not. The rule on presumption in accordance with § 924 of the Austrian General Civil Law Code is precluded.
- 12.2.6 The warranty obligation does not apply to defects that arise due to non-compliance with applicable operating conditions, service and maintenance conditions, improper treatment, inappropriate maintenance, inappropriate use, or normal wear. Warranty does not extend to defects due to force majeure, excessive soiling, fire and other external impact.
- 12.2.7 The warranty obligation shall cease if a person not expressly authorized by Contractor makes any changes and/or repairs on the delivered or assembled system. If the repair was performed by a qualified person, and Lessee can prove that the repair is not the reason for the subsequent defect, the aforementioned stipulations shall not apply.
- 12.2.8 If a system is rented according to design data, surveying reports, drawings or other information provided by Lessee, Contractor shall not be obliged to warrant for the correctness of this information, but only for the workmanship on the basis of this information. Nor shall Contractor be obliged to check instructions by Lessee, or documents provided by Lessee, for their correctness. However, Contractor's duty to warn regarding obviously incorrect instructions/documents shall continue to apply.
- 12.2.9 If Contractor has fitted components provided by Lessee, Contractor's warranty obligation shall only extend to the fitting work but not to the components/the material. Contractor shall not be obliged to examine the component provided by Lessee/the material provided by Lessee for its fitness. However, Contractor's duty to warn regarding obviously unfit components/materials shall continue to apply.
- 12.2.10 If wear turns out to be disproportionate, Contractor has the right to charge to Lessee the costs of repair or even exchange.
- 12.2.11 Lessee shall bear the costs for downtime, loss of business, loss of revenue, any penalties, loss of profit or any other indirect or consequential loss or damage itself.
- 12.2.12 If components must be disassembled and assembled for improvements pursuant to Art. 12.2.4, Lessee shall bear the costs thereof, if the assembly was not part of the contract.
- 12.3 Maintenance:
Lessee is responsible for regular daily servicing of the rented goods according to the operating manuals. Lessee is obliged to record these daily maintenance checks and hand over these notes to Contractor when requested. If incorrect or incomplete daily maintenance is observed, the costs of the extraordinary maintenance services subsequently performed by Contractor are for the account of Lessee.

13 Liability of Contractor & Lessee

- 13.1 The mere appearance of a defect within the period indicated in Art. 12.2.1 does not give rise to a breach of contract.
- 13.2 Defectiveness:
Contractor shall not have any obligation to damages, in addition to the warranty obligation, for any defects of the deliveries or performances.
- 13.3 Consequential Damage of Defects:
- 13.3.1 Contractor shall not be liable for any damage that was impossible to anticipate as a possible consequence of a breach of contract at the time of entering the contract.
- 13.3.2 Outside the scope of the Austrian Product Liability Act (Produkthaftungsgesetz), Contractor is only liable where intention or gross negligence of Contractor can be proven, and only in accordance with legal provisions.
- 13.3.3 Contractor's liability for slight negligence and compensation for consequential damage, damage for purely pecuniary damage, indirect damage, loss of production, financing expenses, cost of replacement energy, loss of energy, data or information, lost profit, savings not made, loss of interest and damage arising from third-party claims against Lessee shall be excluded.

- 13.3.4 All claims for damages shall be excluded in the event of any conditions for assembly, commissioning, and use (as may be contained, e.g., in operating instructions) or requirements for admission or approval by the authorities not being met by Lessee.
- 13.3.5 If penalties are stipulated, any claims in excess thereof which are based on the same grounds as such penalties shall be excluded.
- 13.4 The liability of Contractor is, in principal, limited with twice the contractual amount as agreed between the Parties on the date of entering into the contract, however with the maximum insurance coverage for the respective damage. All possible legal liability claims of Lessee are compensated with this cap; the monetary cap is not pledged in addition to the legal liability.
- 13.5 Any and all claims of Lessee against Contractor, on whatever legal grounds and under whatever title, shall be governed by the provisions of Art. 13 with final effect and such provisions shall also apply to all of Contractor's employees, subcontractors and sub-suppliers.
- 13.6 Product Liability
The delivered item provides only the safety that may be expected based on the respectively valid admission regulations, acceptance tests and operating regulations.
- 13.7 Liability of Lessee
Lessee shall be liable to Contractor for any and all losses or damages to the rented goods from whatever cause the same may arise, normal wear and tear excepted, as well as the liability claims relating to the use, operation, handling and/or transportation of the rented goods. In the event of loss of or damage to the rented goods, the period of rental shall be continued until settlement has been effected. Lessee will indemnify, defend and hold harmless Contractor and its personnel against and in respect of all claims, demands, actions and proceedings, which are made and/or instituted against Contractor and/or its personnel and/or in respect of any occurrence, loss, costs, penalties or damage for which Lessee is liable.

14 Termination

- 14.1 Each Party may terminate the Contract by written notice to the other Party due to the following reasons:
- The other Party breaches an essential term or condition of the contract by an act or omission and does not remedy such a breach within a grace period of 14 (fourteen) days.
 - The other Party or its parent company is or becomes insolvent or bankrupt.
 - The other Party or its parent company stops or suspends its operation, or sells a substantial part of its business, or a trustee or liquidator is appointed for a part or all of the assets of the other Party or its parent company.
- 14.2 Lessee may terminate the contract by written notice to Contractor if Contractor does not deliver the goods or does not perform the assembly as agreed in the contract. The same applies if Contractor, upon request of Lessee, does not provide adequate evidence in a timely manner that it is capable of acting. A termination is only valid if Contractor does not remedy the breach within a grace period of 14 (fourteen) days.
- 14.3 Contractor may terminate the contract by written notice to Lessee if Lessee does not pay a contractual invoice when due and does not remedy such breach within a grace period of 14 (fourteen) days. In such case, Lessee shall, on its own cost and risk, deliver the rented goods back to Contractor immediately after termination.
- 14.4 In case of termination due to Art. 14.1, 14.2 or 14.3 Contractor shall be paid immediately every rental fee which accrue till the day of proper and complete return of the rented goods at the Contractor's premises in Austria and all expenditures which accrue in connection with the breach of contract.
- 14.5 Lessee may also terminate the contract early without cause. The termination will only be valid when submitted by Lessee in writing, confirmed by Contractor in writing. In such case, Lessee shall pay Contractor all outstanding rental fee for the minimum period of rental as stated in Art. 5.1, all rental fee which accrue till the day of proper and complete return of the rented goods to the Contractor's premises in Austria and all expenditures which accrue in connection with the early termination, e.g. expenditures for transport, packaging, demobilization, temporary import and re-export or termination costs of L/C.
- 14.6 The termination is effective from the day which the terminating Party states in the termination notice (which may not be prior to the date of the termination notice; in case no date is mentioned the termination is effective from the day the other Party receives the written notice).

15 Force Majeure

- 15.1 Contractor shall be released from its responsibility for full or partial non-performance of its obligations if such non-performance is the consequence of a Force Majeure event, including but not limited to: flood, fire, earthquake and other natural disasters, war or military operations, resolutions or decrees of the government in country of deployment, confiscation, embargo, prohibition of foreign-currency

transfers, riot, absence of means of transport, sinking of ship, plane crash, general dearth of supply goods, or restrictions of energy consumption.

- 15.2 Each Party shall immediately inform the other Party about the existence of such a Force Majeure event to prevent the enlarging of any loss. The consequences of such a Force Majeure event regarding the obligations of the Parties are determined by Art. 5 and 11. Immediately upon cessation of the Force Majeure event each Party shall take all necessary steps to resume performance of its obligations.
- 15.3 If a Force Majeure event lasts for a period of 90 (ninety) consecutive days, either Party may terminate the contract by giving 30 (thirty) days prior written notice.
- 15.4 Any amount due by Lessee to Contractor in accordance with the contract prior to the date of occurrence of Force Majeure shall be paid independently of occurrence of said Force Majeure. If any such circumstance directly affect fulfilment of the obligations in time stipulated by the contract, this term should be shifted adequately for the validity period of the corresponding obligation.

16 Quality, Safety and Environment

Lessee shall provide records or other documents which shall prove that Lessee operates according to the quality management system ISO 9001, the safety management system ISO 45001 and the environmental management system ISO 14001, or a similar system.

17 Place of Jurisdiction, Applicable Law, Place of Performance

- 17.1 These Terms and Conditions and all rights and obligations under contracts between Lessee and Contractor shall exclusively be governed by and construed in accordance with the laws of Austria.
- 17.2 The Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980, Federal Law Gazette 1998/96, shall expressly be precluded.
- 17.3 All disputes shall be settled by negotiations between the Parties. If the Parties do not come to a settlement within 3 (three) months, the dispute shall be submitted to the exclusive jurisdiction of the court with competences for Contractor's principal place of business. Contractor may, however, also resort to another court with jurisdiction for Lessee.
- 17.4 The contracting Parties may also agree that an arbitral tribunal has jurisdiction.
- 17.5 Contractor's principal place of business shall be the place of performance for deliveries and payments, also if the transfer is agreed to be in a different place.

18 Confidential Information & Data Storage

- 18.1 All rights to the data, which a Party provides to the other Party for performance of the contract, remain with the delivering Party. The receiving Party may use the documents and all related information only to fulfil the contract.
- 18.2 Lessee declares its express consent to the storage of all data (e.g. plans, drawings, technical documents, software) relevant to the business relationship and processing of the orders placed and/or to the delivery commitments.
- 18.3 Any personal data transmitted shall be solely stored and used for the purposes of the contractual relationship and, to the extent which is necessary for the performance of the contract, shall also be passed on to any cooperation partners/vicarious agents involved during the course of the performance of the contract. Lessee declares its consent thereto. Thus, transfer of personal data shall be on a voluntary basis. Lessee has the right to have personal data erased at any time (right to revoke).
- 18.4 The data shall not be made available to any uninvolved third party.
- 18.5 To the extent that personal data is stored or otherwise processed, such storage or processing shall be performed in compliance with the relevant data protection laws.

19 Final Provisions

- 19.1 There are no oral side agreements. Modifications of or amendments to these General Terms and Conditions and/or to the contract and/or annexes hereto or to the contract shall be effective only if made in writing; this shall also apply to any waiver of this requirement.
- 19.2 If any of the provisions of these General Terms and Conditions is or becomes invalid, the validity of the remaining provisions hereof shall not be affected thereby.
- 19.3 The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended purpose of the invalid provision in economic and commercial terms.
- 19.4 A change of these General Terms and Conditions will not negatively affect an existing rental fee which is advantageous for Lessee.
- 19.5 In the event of any contracts or the General Terms and Conditions being drawn up by us in German and in a different language, the German version shall prevail

LCS Cable Cranes GmbH & LCS Pipelines GmbH, October 2020