

## General Conditions for Technical Services

Valid from January 2024

These General Conditions for Technical Services (hereinafter referred to as "GCTS") shall apply to all contracts concluded between CEMTEC Cement and Mining Technology GmbH (hereinafter referred to as "CEMTEC") and their Clients on the assignment of supervisory personnel for the supervision of erection works, commissioning, repairs and other related services (hereinafter referred to as "service(s)"). Any conflicting and/or contradictory terms and conditions of the Client shall have no validity and are hereby expressly excluded from the contractual relationship.

### 1. Scope, Start and Duration of Services:

1.1. The scope of services that shall be performed by CEMTEC is defined in CEMTEC's offer and/or order confirmation.

If CEMTEC and the Client have concluded a valid Principal Contract that also covers services by CEMTEC, the scope of services shall be governed by the Principal Contract, except in cases where the conditions between the Parties are renewed by the Parties with a new offer of CEMTEC. In this case, the scope of services by CEMTEC is governed by the updated conditions of this offer.

„*Principal Contract*“ as per these GCTS shall mean a Contract concluded between the Client and CEMTEC about the delivery of equipment that also covers the performance of technical services by CEMTEC on the delivered equipment, for example erection and/or commissioning works.

1.2. The Contract between the Client and CEMTEC (hereinafter together referred to as „Parties“) becomes effective through the acceptance of the Client's order by CEMTEC by means of a written order confirmation of CEMTEC (hereinafter referred to as “Contract”). In individual cases, CEMTEC may refrain from a written order confirmation and this shall not affect the validity of the Contract in any way. In this case, the Contract shall become effective through the Client's written order based on CEMTEC's offer. Any deviations of the order from the offer are only valid if confirmed by CEMTEC in writing.

If there is a Principal Contract between the Parties, the effective date of the Contract shall be governed by the conditions of the Principal Contract.

1.3. If the start date and the duration of the services as well as the place of the service performance (hereinafter referred to as „place of service“) are not defined in CEMTEC's offer or order confirmation, they will be defined in a separate agreement between the Client and CEMTEC.

1.4. CEMTEC's compliance with deadlines for the services performed is subject to the timely receipt of all documents, authorizations or the like that the Client has to provide to CEMTEC, as well as to the Client's compliance with agreed payment terms and his other contractual obligations. If the Client fails to meet these conditions in due time, the deadlines for service performance by CEMTEC shall be extended appropriately. This shall not apply if the delay is caused by CEMTEC.

1.5. CEMTEC is entitled to assign part or the whole of its services under the Contract to subcontractors, as far as this is in the rightful interest of CEMTEC. CEMTEC has to inform the Client about any subcontracting agreements in advance and in due time. When the GCTS refer to “*CEMTEC personnel*“, this also includes personnel of any subcontractor commissioned.

- 1.6. The services shall be performed on components supplied by CEMTEC and agreed upon by the Parties, or on other components if specifically agreed. No services shall be performed on third-party components, unless otherwise agreed by the Parties.
- 1.7. If CEMTEC's service consists of the supervision of commissioning, CEMTEC shall provide the Client with a list of tools required for commissioning in a timely manner; the Client shall provide these tools free of charge.

## **2. General Obligations of the Client:**

2.1. The Client shall comply with the following obligations in due time and at his costs:

### 2.1.1. Preparation Works:

- a. The Client shall carry out all preparation works at the place of service, so that the the CEMTEC personnel can start the services immediately and without delay upon arrival. The Client shall appropriately document the preparation works and, upon request of CEMTEC, prove to CEMTEC that the preparation works have been carried out in due time before service start (e.g. by sending a photo documentation via email).
- b. During service performance, the Client shall create the required operating conditions that are requested for the service of the CEMTEC personnel. Details on those requirements shall be coordinated between the Parties on site.
- c. Preparation of erection:  
All civil works have to be completed before the start of the erection. The foundation has to be dry and set. The place of service has to be sufficiently protected from atmospheric influence. Electrical and water connections have to be positioned according to CEMTEC's instructions.
- d. The Client shall inform CEMTEC about a designated contact person on site in a timely manner. This contact shall be sufficiently authorized in connection with the services to be carried out and shall be authorized to make decisions for the Client.

### 2.1.2. Availability of workers:

- a. The Client shall ensure that there is a sufficient number of qualified workers when the CEMTEC personnel performs the service. The Client's workers shall strictly follow the instructions of the CEMTEC personnel. The Client's workers may be replaced by qualified CEMTEC personnel upon request of CEMTEC, if necessary. The costs therefore shall be borne by the Client.
- b. If CEMTEC's service consists of the supervision of commissioning, the Client shall ensure that a whole team of operation and maintenance staff (in multiple shift operation, if necessary) is available, who will receive the necessary technical instructions and training by CEMTEC in order to operate the plant.

### 2.1.3. Availability of office and storage facilities:

The Client shall provide the CEMTEC personnel with a dry, guarded, and locked storage room free of charge near the place of service, where they can store technical equipment like electrodes, erecting tools, etc. as well as with an appropriately furnished office with standard equipment (copying and fax machine, internet, printer, etc.).

2.1.4. Safety at place of service:

- a. The Client shall inform the CEMTEC personnel about the particular risks of the plant and applicable safety regulations on site and shall take all appropriate and/or legally required safety measures at the place of service.
- b. If the safety status at the place of service or in the country of service requires higher safety measures, for example during travel to the place of service and back, especially in countries for which there is a (partial) travel warning (see Article 3.3.), the Parties shall conclude a special agreement about additional security measures.

2.1.5. Administrative permits, authorizations, etc.:

The Client shall obtain any required administrative permit, authorization, approval, etc. of the plant at the place of service; except for those that can only be obtained by CEMTEC itself.

2.2. If the Client's obligations under the Contract have not been performed or have not been performed correctly, CEMTEC is entitled to undertake the required measures itself. The costs incurred in this connection shall be charged to the Client and shall be paid by the Client to CEMTEC according to the conditions of these GCTS.

2.3. For the duration of service performance, the Client shall provide the CEMTEC personnel with the following for free:

2.3.1. Accommodation: one furnished single-bed room of European standard per person, including shower/toilet, electricity, warm and cold water, heating or air-conditioning, and internet. Additionally, the possibility to use a canteen close to the place of service should be made available.

2.3.2. Means of transportation or airport pick-up to the local accommodation place of the CEMTEC personnel as well as pick-up for daily transport between the local accommodation place and the place of service.

Moreover, a means of transportation for private use of the CEMTEC personnel should be available, possibly against a fee for CEMTEC.

2.3.3. A sufficient number of translators/interpreters at the place of service for the CEMTEC personnel for the whole duration of service performance, if a trouble-free verbal communication in either German or English is not possible.

2.3.4. If the means of Article 2.3.1 to 2.3.3. of the GCTS are not provided or not provided correctly by the Client, CEMTEC shall organize the appropriate means itself. The expenses incurred in this connection shall be charged to the Client and shall be paid by the Client to CEMTEC according to the conditions of these GCTS.

### 3. Price and Payment:

3.1. The Client shall be obliged to pay for the services as contractually agreed.

3.2. CEMTEC's services shall be billed at the daily rates given in the following service price list of CEMTEC. Services beyond the daily rate shall be billed according time spent (also refer to Article 3.4. – 3.11.):

	Country of Service	Service Category		
		Erection (elect. & mech.)	Commissioning, Inspection, Training	Hourly rate for travel time
1.	Europe*	1.330 €	1.460 €	113 €
2.	Worldwide except for Europe (see 1)	1.495 €	1.820 €	113 €
3.	Country for which there is a travel warning (level 6)	2.990 €	3.640 €	226 €

\* "Europe" as per these GCTS includes the following countries: Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malta, Moldavia, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Ukraine, Vatican.

The price is a net price exclusive of any tax. Any taxes shall be borne by the Client.

If the Parties have concluded another price agreement, for example in a valid Principal Contract or an order confirmation of CEMTEC, such agreement shall prevail.

- 3.3. The existence of a travel warning shall be determined exclusively by the information of the Austrian Ministry of Foreign Affairs.
- 3.4. The daily rate of CEMTEC is inclusive of a period up to 10 hours of the CEMTEC personnel per day during the normal working time of the CEMTEC personnel, including the legal daily allowances of the personnel, but excluding any taxes, accommodation costs, travel costs to the place of service and back, costs for transportation between the local accommodation and the place of service as well as any visa costs.
- 3.5. The normal working time of the CEMTEC personnel is 10 hours per day between 6.00 a.m. and 8.00 p.m. (local time), 6 days per week. The working time shall be mutually agreed between CEMTEC and the Client, considering local conditions. The daily working time starts at the time of departure from the local accommodation and ends at the time of return to the local accommodation from the place of service.
- 3.6. In case of additional hours worked by the CEMTEC personnel on top of the daily rate or in case that hours of the CEMTEC personnel fall outside the normal working time according Article 3.5. the following overtime charges shall be billed on top of the normal hourly rate:
- For every additional hour of overtime: 50% of the normal hourly rate
  - For every hour worked on a Sunday: 100% of the normal hourly rate
  - For every hour of night work between 8.00 p.m. and 6.00 a.m. (local time): 100% of the normal hourly rate

- For every hour worked on an Austrian national holiday, including but not limited to 24<sup>th</sup> December, 25<sup>th</sup> December, 26<sup>th</sup> December, 31<sup>st</sup> December and 1<sup>st</sup> January 200% of the normal hourly rate
- 3.7. On Sundays or national holidays, services shall only be carried out in coordination with the Client on site. "Sunday" as per these GCTS shall mean the weekly rest day (i.e. the 7<sup>th</sup> day of the week) at the place of service.
- 3.8. Travel time shall be charged as working time at the above-mentioned travel hourly rate of CEMTEC.
- 3.9. Unless agreed otherwise by the Parties, the service shall be billed after completion of service, or, if the service lasts for more than a month, at the end of each month. Billing shall be based on the time recording sheets of the CEMTEC personnel (time sheets). The Client shall sign the time sheets of the CEMTEC personnel after completion of service or at the end of the month whatever applicable. Rejection or delay of the Client in signing the time sheets shall not hinder billing by CEMTEC and shall not prevent the invoice to become due.
- 3.10. Payment by the Client shall be effected within 30 days of the invoice date strictly net, unless agreed otherwise by the Parties.
- 3.11. The following costs shall be charged separately by CEMTEC, in addition to the hours worked:
- Travel costs of the CEMTEC personnel (flight costs according Article 3.12., train, taxi, rental car, visa costs, etc.) starting from the place of residence of the CEMTEC personnel (Austria, Germany, Switzerland) to the place of service and back.
  - Kilometre allowance: If the CEMTEC personnel travels to the place of service in their own car or in a company car of CEMTEC, the following kilometre allowance shall be charged: 0,55€ per kilometre.
  - Other expenses and costs in connection with the dispatch of the personnel to the place of service
- These costs shall be paid by the Client to CEMTEC when they incur. Copies of the corresponding receipts shall be attached to CEMTEC's invoice.
- 3.12. Depending on the duration of flight, the flight costs shall be charged according the following booking classes:
- 3.12.1. In case that flight time is up to 6 hours: economy class
- 3.12.2. In case flight time is over 6 hours: premium economy class
- 3.12.3. In case that economy class is fully booked, flights shall be booked in the next higher booking class. Also in case that a higher booking class is cheaper than economy class, a flight in this higher booking class shall be booked.
- 3.13. In case of a payment delay by the Client, CEMTEC is entitled to suspend all services without prior notice to the Client.
- 3.14. If the service at the place of service takes more than 3 months, the Client shall enable the CEMTEC personnel to fly home and back, and the corresponding costs shall be paid by the Client according to the conditions mentioned above.
- 3.15. Services of subcontractors of CEMTEC shall be charged to the Client according to a separate, written agreement that the Parties shall conclude in such case.

**4. Illness, Accident and other Misfortune (War, Unrest, Epidemic or Similar):**

4.1. In case of an illness or an accident of the CEMTEC personnel during the performance of the service, the Client shall arrange for their medical treatment. The Client has to ensure medical treatment by means of first aid directly at the place of service or in a hospital, if possible of European standard.

4.2. If necessary, the costs for medical treatment, medicine or a hospital stay shall be initially borne by the Client. The costs that are covered by an insurance of CEMTEC shall then be reimbursed to the Client.

If an illness lasts longer than 2 weeks, CEMTEC shall withdraw the ill person from the place of service and after coordination with the Client, the person shall be replaced by another person, if necessary.

4.4. In case of an outbreak of war, unrest, epidemic disease or similar in the country where the place of service is located, the Client shall be obliged to support the CEMTEC personnel, also financially, to allow them to travel home safely.

**5. Delays caused by the Client:**

5.1. If the CEMTEC personnel cannot carry out a service in the agreed manner or time for reasons CEMTEC is not responsible for, especially because one or more obligations of the Client have not been fulfilled or not been fulfilled in due time or if the Client has culpably missed an agreed deadline, CEMTEC shall be entitled to bill the Client for all additional costs related thereto, including any waiting times.

5.2. Waiting times due to such reasons are charged as normal working time. Agreed dates and deadlines of CEMTEC shall be extended appropriately in such cases.

**6. Transfer of Risk:**

6.1. If the Parties have agreed on an official acceptance of the service in a valid Principal Contract, the transfer of risk shall be regulated by the provisions of the Principal Contract.

6.2. If there is no acceptance agreed in the Contract between the Parties, the risk shall pass to the Client at the time of completion of the particular service.

6.3. If the completion of service is delayed for reasons the Client is responsible for or if the Client is behind schedule concerning the acceptance, the risk shall pass to the Client at the time when it would have passed to the Client without delay.

**7. Force Majeure:**

7.1. If the non-performance has been caused by a case of force majeure, neither of the Parties is responsible for the non-performance of its obligations of the Contract. A case of force majeure is an extraordinary event that originates from outside and that does not occur regularly or is not to be expected to occur regularly and whose occurrence or consequences can neither be prevented nor made harmless, despite reasonable care, including but not limited to war, natural disaster, fire, flooding, explosion, earth quake, unrest.

7.2. If a case of force majeure occurs, each Party shall inform the other Party without delay. Likewise, each Party shall inform the other Party without delay about the end of a case of force majeure.

7.3. Any deadlines and dates shall be extended by the duration of the case of force majeure, including an appropriate time for the resumption of the services by the CEMTEC personnel. Additionally, the Parties shall agree on any appropriate adjustment of other contractual obligations such as prices.





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- 7.4. If the case of force majeure lasts longer than 3 months, each Party is entitled to withdraw from the Contract in whole or in part. In this case, CEMTEC shall be paid for all services already performed.
- 7.5. The Client shall reimburse CEMTEC for all additional costs and expenses caused by a case of force majeure that occurs at the place of service or during the travel to the place of service or back.

#### **8. Liability:**

- 8.1. CEMTEC shall be liable for damages caused by the CEMTEC personnel only in case of malice or gross negligence as well as in case of culpable injury to life, body or health or in case of defects in the service performance deliberately concealed by CEMTEC.
- 8.2. Any further claims shall be excluded. In no case shall CEMTEC be liable for damage that is caused by the staff of the Client or foreign staff not assigned by CEMTEC nor for indirect and consequential or financial damage, including but not limited to loss of production or loss of profit.
- 8.3. Any claim of the Client arising from the Contract on any legal ground shall lapse 12 months after completion of the service.

#### **9. Withdrawal from Contract (Termination for Good Cause):**

- 9.1. Each Party is entitled to withdraw from the Contract by written termination notice to the other Party, if the adherence to the Contract can no longer be expected by such party for good cause considering the circumstances of the individual case, especially if there are circumstances in the person of the other Party that let the withdrawing party expect that the other Party will not or will not be able to meet its obligations under the Contract on a permanent basis.
- 9.2. Such circumstances are to be assumed, for example, in case of a repeated breach of Contract, in case of an event of force majeure lasting longer than 3 months, in case of a substantial deterioration of the safety situation at the place of service, a substantial deterioration of the financial situation of the other Party, the opening of insolvency proceedings or a liquidation of the assets of the other Party, or any other event that has a similar effect as any of the above under applicable law.
- 9.3. In case of a withdrawal by one Party, any service already performed by CEMTEC shall be billed according to the Contract and shall be paid by the Client according to the agreed conditions. The same applies if a service has not been accepted by the Client yet as well as to any preparatory measures already carried out by CEMTEC.
- 9.4. Further statutory claims of the withdrawing Party remain unaffected.

#### **10. Cancellation by the Client:**

- 10.1. The Client is also entitled to cancel the Contract in whole or in part without setting a deadline and without CEMTEC's being at fault. The cancellation shall be made by written notice to CEMTEC.
- 10.2. Up to and including 15 calendar days prior to the planned dispatch date of the CEMTEC personnel, the Client may cancel free of charge.
- 10.3. If the Client cancels within 15 calendar days of the dispatch date, the Client shall pay a cancellation fee of 20% of the estimated service costs to CEMTEC.
- 10.4. Suspension: The Client may, at any time, but within a maximum of 10 calendar days of the planned dispatch date of the CEMTEC personnel, suspend or postpone the Contract execution entirely or in part. Up to 10 calendar days prior to the planned dispatch date of the CEMTEC personnel, a suspension or postponement shall be free of charge for the Client. In case of a suspension or



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postponement by the Client within 10 calendar days of the planned dispatch date, a fee of 20% of the estimated service costs shall be payable by the Client.

#### **11. Right of Use of Documents:**

11.1. All drawings and other documents and information that are handed over to the Client by CEMTEC in connection with the service performance remain the intellectual property of CEMTEC. The Client is granted a non-exclusive and non-transferable right of use for the purpose of operation and maintenance of the components delivered by CEMTEC.

#### **12. Miscellaneous:**

12.1. Any differing agreement made verbally or by telephone must be made in writing to be valid.

12.2. If a provision of the Contract or the GCTS is or becomes invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision that is as close as possible to the objective pursued by the Parties.

12.3. All provisions or obligations contained in the Contract or the GCTS which, by their nature or effect, shall be complied with or need to be complied with after termination of the Contract, shall survive and remain binding between the Parties and their legal successors and authorized assignees.

12.4. If there is a discrepancy between the GCTS and the Contract the Parties concluded, the provisions of the Contract shall prevail.

#### **13. Applicable Law, Jurisdiction:**

13.1. These GCTS and any Contract concluded hereunder by the Parties shall be governed by the substantive law of Austria, excluding the United Nations Convention on the International Sale of Goods (CISG).

13.2. All disputes arising from or in connection with the GCTS or any Contract hereunder between the Parties shall be finally settled under the exclusive jurisdiction of the competent court in Linz, Austria.

#### **14. Validity:**

14.1. These GCTS shall be valid until revoked by CEMTEC.