



## I. TERMS OF DELIVERY

### 1. Scope, conclusion of contract and form

(1) The following terms and conditions apply to all business relations between the customer as indicated in the Order or the Order Confirmation ("Customer") and Neorem Magnets Oy ("Neorem"). They shall apply, in particular, to contracts for the sale and/or supply of movable items ("Products") and services. The terms and conditions shall also apply to similar future contracts between Neorem and the Customer, even if no express reference is made thereto again upon concluding the contract.

(2) These terms and conditions apply without exception. Neorem does not acknowledge any additional or conflicting terms and conditions of the Customer except to the extent that it expressly consents thereto in writing. Any provision of Products or services as well as the receipt of payments by Neorem shall not constitute such consent.

(3) In each case, individual agreements concluded with the Customer (including supplementary agreements, additions and amendments) take precedence over these terms and conditions. Except where proven otherwise, a written contract or the written confirmation of Neorem is required for any such agreements.

(4) Any and all offers by Neorem shall be subject to change unless they include a binding period. By ordering, the Customer is deemed to have made a binding offer to enter into a contract ("Order"). Neorem may accept such offer either in writing ("Order Confirmation") or by delivering the Products to Customer.

(5) Legally relevant declarations and notifications by the Customer with regard to the contractual relationship of the parties (e.g. setting of deadlines, notifications of defects, termination or reduction of price) must be made in writing, at least in text form (e.g. letter, e-mail). Any statutory requirements as to form and further proof, in particular in case of doubt as to the legitimacy of the person making the declaration, shall remain unaffected.

### 2. Delivery and performance time

(1) Agreed deadlines for Neorem's Products and services shall commence only once agreement has been reached on all details for provision thereof and the Customer has taken all necessary co-operative steps, in particular has provided all information, documents or materials to be procured by it and has rendered advance payments or down payments owed by it. Late co-operative actions or changes desired by the Customer shall result in an appropriate extension of the deadlines.

(2) Unforeseeable and unavoidable events (e.g. war, conditions similar to war, shortages in energy or raw materials, sabotage, strike, epidemics, pandemics) as well as all other external events which result in operational disruptions or interventions for which Neorem is not responsible shall discharge Neorem from its duty to provide Products and services for the duration of the relevant event, even if they arise during an already ongoing default. Deadlines shall be reasonably extended as a result. This shall also apply to Products or services of a supplier of Neorem that are late or not properly provided for reasons for which Neorem is not responsible.

(3) If Neorem is in delay due to a culpable breach of a contractual obligation, the Customer is entitled to liquidated damages equivalent to 0.5% of the respective part of the Products or services per week in which Neorem has been in default, up to a maximum of 5% of the respective delayed part of the Products or services for the entire period Neorem is in default. Notwithstanding the foregoing, any such claim for liquidated damages requires that the Customer can prove that the respective damages were caused by the delay. Neorem reserves the right to prove that the Customer has not suffered any damage or that the damage is significantly less than the aforementioned liquidated damages. Any additional claims on the part of the Customer shall be excluded in all cases of late delivery or performance, including any claims that may arise after a time extension. The aforementioned shall not apply to the extent that Neorem has caused the delay and damages to the Customer arising therefrom by wilful misconduct or gross negligence. Should the delay be such that the maximum liquidated damages, and delivery is thereafter not performed within a reasonable time extension set in writing by the Customer, the Customer may terminate the contract for the part of the delayed Products or services.

### 3. Prices, payments and financial deterioration

(1) All prices are net prices *ex works* unless otherwise agreed between the parties, for example via reference to certain standard international commerce terms. The prices do not include any assembly or installation. If assembly or installation is agreed, the Assembly Terms listed below shall apply in addition to these Terms of Delivery. Any assembly costs will be shown separately in the invoice.

(2) In cases where Products and services are to be provided after four months following the conclusion of the contract or where Products and services are based on continuous obligations, Neorem shall be entitled, in the event of cost increases – in particular in the event of an increase in prices for raw materials,

energy and transport services and currency fluctuations that result in an increase in overall cost for Neorem – to adjust the prices of the affected Products or services in line with the increase in overall costs.

(3) Neorem's claims for payment shall become due and payable immediately upon receipt of the invoice. Unless otherwise stated in the Order Confirmation, payments shall be made without deduction to the bank account specified by Neorem within 14 days from the date of the invoice. Upon expiry of the aforementioned payment period, the Customer shall be in default of payment. Bills of exchange and checks shall be accepted only based on separate agreement and only in lieu of performance. The deadline for payment is met upon receipt of the payment or, in the case of payment by bill of exchange or check, upon the date on which Neorem may definitively dispose over the respective amount. Any and all expenses relating to bills of exchange, check or discounts as well as any and all other costs shall be borne solely by the Customer.

(4) The Customer is only entitled to offset or withhold payment if its counterclaims have been confirmed in a final and binding judgment, are undisputed or have been acknowledged by Neorem.

(5) If Neorem becomes aware of a material change in the Customer's financial condition following conclusion of the contract (e.g. through an adverse credit information or an interim default in payment), Neorem may elect to provide outstanding Products or services only against advance payment or reasonable provision of security, in which respect, any deadlines for delivery and performance shall be extended accordingly. Outstanding claims from deliveries of Products or services shall become due and payable immediately.

(6) Neorem may terminate the contract, if a) the Customer is in default of payment, or b) ceases payment, or c) the Customer becomes illiquid or overindebted, or d) an application for insolvency proceedings over the Customer's assets is filed, or e) proceedings for the protection against creditors or the appointment of a trustee or receiver or similar proceeding are initiated against the Customer.

(7) Neorem may temporarily suspend any delivery of Products or services if and as long as any of the reasons set forth in paragraph (6) above continue to exist.

### 4. Assignment of claims

The Customer may assign a claim against Neorem only with Neorem's written consent.

### 5. Products, services and passing of risk

(1) Unless otherwise agreed, the place of performance hereunder shall be the place of delivery pursuant to the agreed Incoterm and, unless otherwise agreed, the delivery term (Incoterms) shall be *ex works* Neorem's production facility in Ulvila, Finland. The risk of accidental loss or accidental damage to the Products shall pass to the Customer upon handover of the Products at the place of performance. The Incoterms specified in the Order Confirmation of Neorem shall apply. The same shall apply if partial deliveries are made or if Neorem renders further services (e.g. handling of shipping, assembly service or coverage of shipping costs). The place of delivery thus determined shall also apply to any subsequent performance.

(2) Neorem may render partial deliveries or services provided that (i) Neorem notifies the Customer thereof without undue delay, (ii) delivers or provides the remaining quantity within a reasonable period of time and (iii) such action is reasonably acceptable to the Customer. Insofar as Neorem and the Customer agreed on an assembly, the performance of such assembly shall also constitute a partial performance. In addition to these Terms of Delivery, the Assembly Terms as set out below shall apply in such a case. The assembly and the related rights and obligations of the parties, including any warranty claims of the Customer, are independent of the sale and delivery of the Products.

(3) The delivery of the Products or services shall be deemed completed once the Customer is in default of acceptance, regardless of when actual delivery occurs.

(4) If the Customer is in default of acceptance, fails to cooperate or if the delivery will be delayed for other reasons for which the Customer is responsible, Neorem shall be entitled to claim compensation for the resulting damage including additional expenses (e.g. storage costs). In such case, Neorem is entitled to claim liquidated damages in the amount of 0.5 % of the price of the Products per month or part thereof in which Customer has been in default, up to a maximum of 5 % of the price of the Products as from the delivery deadline or – in the absence of a delivery deadline – as from the notification that the Products are ready for shipment. Neorem's right to prove higher damages and further statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, any liquidated damages shall be credited against further claims.

In such cases, the risk of accidental loss or accidental damage to the Products shall pass to the Customer upon notification that the Products are ready for shipping.

## 6. Retention of title

(1) Neorem shall retain title in the delivered Products and any items resulting from their processing (in each case "Retained Products") until Customer has fully paid any and all amounts due to Neorem, even if any outstanding payments accrue after the contract has already been executed. In the case of outstanding amounts resulting from account currents, any retention of title secures Neorem's balance claims.

(2) Any processing, modification or treatment of the Products is only permitted in the ordinary course of business and shall be performed by the Customer for Neorem but without any obligations on Neorem's part arising therefrom. Neorem may at any time revoke the Customer's aforementioned right to further treat or process the Retained Goods. If the Retained Products are combined, mixed or merged with other products delivered that are subject to an ordinary or extended retention of title, Neorem shall acquire joint title in the new products based on the ratio of the gross price agreed between the Customer and Neorem to the corresponding value of the other products. The Customer hereby transfers to Neorem its joint title resulting from any combination, mixing or merging of the Retained Products with other products. Neorem hereby accepts this transfer.

(3) The Customer shall exercise the care of a prudent businessman in its possession of Retained Products in which Neorem holds sole or joint title as custodian for Neorem. In addition, the Customer shall sufficiently insure the Retained Products at its own expenses against damage caused by fire, water, vandalism, theft and other customary insured risks at replacement value. Customer hereby assigns to Neorem any claims resulting therefrom under the respective insurance policy; in the event of joint ownership, Customer hereby assigns such claims to Neorem according to the ratio of Neorem's joint title interest to all joint title interests. Neorem hereby accepts such assignment.

(4) The Customer shall only be entitled to dispose over the Retained Products if they are sold in the ordinary course of business and if it is ensured that the resulting claims transfer to Neorem. The Customer shall not be entitled to dispose of the Retained Goods in any other way, in particular by way of pledge or assignment as security. In addition, Neorem may at any time revoke the Customer's aforementioned right to dispose of the Retained Goods.

(5) The Customer hereby assigns to Neorem as security any claims to which it is entitled under the sale of or for any other legal grounds pertaining to the Retained Products. Should the assigned claims be charged in a current account, the Customer hereby assigns to Neorem a portion of its right to the balance, including the closing balance, in an amount equivalent to its resale claim. If requested by Customer, Neorem shall be obligated to release the securities to which Neorem is entitled to the extent that their realizable value exceeds the value of Neorem's outstanding claims against the Customer by more than 10%. Any such release shall, however, be subject to Neorem's right to select the securities to be released. If the Customer sells the Retained Products after they have been treated or processed or after they have been combined, mixed or merged with other products or together with other products, the respective assignment of claims shall be deemed agreed in an amount equivalent to the gross price agreed between the Customer and Neorem plus a collateral security margin of 20% of such price. The Customer is authorized to retrieve the claims assigned to Neorem. Neorem hereby accepts the respective assignment.

(6) Neorem may revoke the authorization to dispose over the Retained Products and to collect the claims assigned to Neorem at any time should the Customer not duly and properly perform its obligations towards Neorem.

(7) The Customer shall provide Neorem at any time with any and all requested information on the Retained Products and the assigned claims and shall provide relevant documentation. Upon Neorem's request, the Customer shall notify debtors of the assignment.

(8) The Customer shall notify Neorem of any seizures or claims by third parties, including any enforcement measures, in relation to the Retained Products or assigned claims without undue delay and provide any relevant documentation. The Customer shall notify third parties immediately of the retention of title and the assignment made as security. The Customer shall bear any costs of defense against such seizures or claims.

(9) If the Customer is in default in payment or breaches other obligations under the contract, Neorem shall be entitled to take back the Retained Products, to disclose the assignment and to exploit and liquidate the Retained Products and the assigned claims in order to settle due and payable claims against the Customer. In such case, the Customer shall without undue delay grant Neorem or Neorem's authorized representative access to the Retained Products and surrender the same. A demand for surrender of the Retained Products by Neorem or a levy of execution shall not be deemed to constitute a termination of the contract.

## 7. Manufacture in accordance with the Customer's instructions

(1) Provided that the Products are manufactured in accordance with drawings, samples, specifications or other instructions of the Customer, Neorem provides no warranty and assumes no liability with regard to the functionality of the Products and/or any defects.

(2) The Customer shall indemnify Neorem against any and all third party claims based on damage caused by the Products, as far as the damage results from drawings, samples or other instructions by the Customer.

(3) The Customer warrants that the manufacture and delivery of Products manufactured according to Customer's instructions will not infringe any third party intellectual property rights. In the event that such intellectual property rights are asserted by third parties against Neorem, Neorem may terminate the contract, unless the respective third party withdraws its claims within a reasonable period of time by way of written notice to Neorem. The Customer shall indemnify Neorem against any and all third party claims based on such intellectual property rights.

## 8. Parts, materials and other substances provided by the Customer

The Customer warrants that parts, materials and other substances provided shall be suitable and free and clear of defects. Neorem shall be under no obligation to inspect Products upon receipt and Neorem has no duty to inspect them for their suitability.

## 9. Intellectual property rights and confidentiality

Neorem retains ownership in any and all confidential documents provided or made available to the Customer as well as to any copyright or other intellectual property rights in any and all information contained in such documents. Such confidential documents may not be disclosed to third parties and may be used only in the context of the contract with Neorem, and, upon request, shall be returned to Neorem without undue delay together with any and all copies made.

## 10. Property of Neorem

Any molds, tooling and construction documents necessary for performance of the contract and created by Neorem or on behalf of Neorem shall be the sole property of Neorem. The Customer shall have no rights thereto, even if it has contributed to the costs for the creation or production of the molds, tooling or construction documents.

## 11. Technical changes and quantity variances

(1) Neorem reserves the right to make necessary or expedient changes, in particular, in design, material selection, specification or construction type, provided the Customer's interests are appropriately taken into account. Neorem shall notify the Customer in writing of any material changes. Unless the Customer objects to the changes in writing within five working days after such notification, such changes shall be deemed accepted, provided that Neorem has expressly notified the Customer of the legal consequences thereof.

(2) In manufacturing special alloys, there may be fluctuations in the production for manufacturing reasons. Neorem may deliver excesses or shortfalls, provided this may reasonably be expected of the Customer and Neorem notifies Customer without undue delay of the quantity deviations – compared to the order originally confirmed by Neorem – in the event of (i) quantity over deliveries of up to 120 %, or (ii) quantity under deliveries of up to 80%. The Customer shall owe payment for the actual amount delivered.

## 12. Warranty and inspection of Products upon receipt

(1) Without prejudice to Sections 7 and 8, Neorem warrants that the delivered Products comply with the agreed specifications. All Products showing a defect within the period of limitation, the cause of which already existed at the time of passing of risk, shall, at Neorem's option, be repaired or redelivered free of charge. Notwithstanding the foregoing, any claims based on a defect are excluded if the Customer knew of the defect at the time of conclusion of the contract. If the Customer remained unaware of a defect due to gross negligence, the Customer may only assert claims regarding this defect if Neorem fraudulently concealed the defect or assumed a guarantee for the quality of the respective Product. Neorem disclaims any warranty for wear and tear due to normal use and defects caused by improper use, improper handling or storage or by non-compliance with the manufacturer's assembly or operating instructions. In addition, Neorem shall have the right to refuse subsequent performance at any time.

(2) Any and all information provided by Neorem, in particular, pictures, drawings, technical information and references to norms and specifications in offers and brochures, are only descriptions and indicators and do not constitute a guarantee of quality or durability. The same shall apply to the delivery of samples.

(3) Furthermore, the Customer may only assert claims for defects provided that Customer has inspected the Products and given notice of defects without undue

delay. The Customer shall inspect the Products without undue delay upon delivery, even in the event of prior delivery of samples or specimens, and shall notify Neorem in writing without undue delay of any defects or deviations in quantity. Otherwise the Products shall be deemed approved, as far as there are no latent defects.

(4) The period of limitation for warranty claims shall be 12 months from the date of delivery of the Products. If assembly by Neorem is agreed in addition to delivery of the Products, the Products shall not be deemed delivered until assembly has been completed, unless the Customer can check the suitability of the Products for use prior to their assembly. The foregoing shall not apply in the event of willful misconduct or gross negligence on the part of Neorem.

(5) The Customer shall enable Neorem to perform repairs without undue delay and shall make the rejected Products available for inspection and repair. Insofar as the repair costs increase due to the fact that the Products have been brought to another location other than the place of delivery following delivery, the Customer shall bear such additional costs, unless such transfer is in accordance with the intended use of the Products.

(6) The Customer shall bear any costs arising from any unjustified notices of defect, unless the absence of a defect was not detectable for the Customer. No flat cost charges for defect-related complaints by the Customer shall be recognized.

(7) Should repairs or substitute delivery fail, the Customer may demand reduction of the purchase price or, should the defect be such as to substantially deprive the Customer of the benefit of the contract, terminate the contract.

(8) Unless these Terms and Conditions provide otherwise, in particular in Section 13, additional claims on the part of the Customer shall be excluded. This shall not apply to cases of willful misconduct or gross negligence on the part of Neorem.

### 13. Limitation of Liability

(1) The Customer's exclusive remedies and Neorem's sole obligations with respect to delays and non-conformity of the Products and services shall be those respectively provided in Section 2 and Section 12 above.

(2) In no event shall the liability of Neorem to the Customer exceed the invoice price of the Products and/or services that are the subject matter of the relevant claim.

(3) Neorem shall not be liable for any special, consequential, incidental or indirect damages, including but not limited loss of profit or revenues, loss of production, loss of contract, loss of or increased expense of use of the Products and/or services, damage caused by the Products, downtime costs or other increased expense of operation, or claims of Customer's customers or other third parties.

(4) Nothing in this Section 13 shall apply to exclude or limit any liability of Neorem: (i) arising from any willful misconduct or gross negligence on the part of Neorem or (ii) where and to the extent that the exclusion or limitation of Neorem's liability is prohibited by applicable mandatory law.

### 14. General Compliance

(1) Neorem is not only committed to compliance with all applicable laws and the highest standards of integrity and ethics itself, but also expects the same from its business partners and customers. For this reason, Neorem as an affiliate of VAC Group and Customer commit to the Code of Conduct of VAC Group (available on: [www.neorem.fi](http://www.neorem.fi)). Alternatively, Customer is entitled to refer to its own Code of Conduct, provided that it is equivalent in content to VAC's Code of Conduct.

(2) According to that, Customer agrees to comply with all applicable laws and regulations. For the avoidance of doubt, this includes but is not limited to all applicable regulations for the protection of human rights and environmental standards, anti-bribery and anti-corruption laws, national and international custom laws, environmental laws, antitrust and competition laws, tax laws, laws for proper accounting and financial reporting, all relevant regulations for the prevention of accidents, other occupational health and safety regulations as well as data protection regulations. The Customer shall be liable and indemnify Neorem against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the Customer's non-compliance with the applicable laws and regulations as well as the provisions of this Section 14, unless the Customer proves that it is not responsible for the violation.

### 15. Export control and compliance with foreign trade regulations

(1) The Parties shall comply with all export control and foreign trade restrictions under applicable German, Finnish and EU law; this shall also apply with respect to U.S. law as well as Chinese law to the extent compatible with German, Finnish or EU law ("Applicable Foreign Trade Law").

(2) The Customer warrants that it is not subject, directly or indirectly, to personal sanctions under Applicable Foreign Trade Law.

(3) The Customer shall be liable and shall indemnify Neorem against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the Customer's non-compliance with the Applicable Foreign Trade Law and the provisions of the Sections 15 and 16, unless the Customer proves that it is not responsible for the breach.

(4) If there is reason to believe that an export license is required under Applicable Foreign Trade Law for the performance of the contractual obligations by Neorem, the entire contract between Neorem and the Customer shall be subject to the condition precedent that such export license is granted. Should a potential export license requirement arise after conclusion of the contract, any delays or non-performance due to export inspections or approval procedures shall suspend the time periods for delivery dates or other obligations, unless Neorem is responsible for such delay. The Customer shall be obliged to support Neorem in the application procedure, in particular providing all necessary information and documents (e.g. end-user-certificate).

(5) Neorem shall be entitled to suspend performance of contractual obligations upon becoming aware or having reason to believe that fulfilling the contract would constitute a breach of Applicable Foreign Trade Law. If the contract can ultimately not be fulfilled due to the Applicable Foreign Trade Law, either contracting party may terminate the contract in whole or in part with immediate effect by providing written notice to the other party. In the event of termination, the contracting parties shall be obliged to return any benefits already received, unless this is prohibited by the Applicable Foreign Trade Law. Further claims for compensation (including damages) shall be excluded.

(6) If the Customer intends to re-export the Products at a later stage, for example after processing, modification or treatment, the Customer shall be obliged to comply with the Applicable Foreign Trade Law in this case as well.

### 16. Additional country-specific export control regulations

(1) The Customer may not directly or indirectly sell, export or re-export Products that fall within the scope of (i) Article 12g of Council Regulation (EU) No. 833/2014 or (ii) Article 8g of Council Regulation (EU) No. 765/2006 and which are supplied in the context of or in connection with operations subject to these terms and conditions, to Russia or Belarus or for use in Russia or Belarus.

(2) The Customer may not use any intellectual property rights, trade secrets or rights of access to or reuse of material or information within the meaning of Article 12ga of Council Regulation (EU) No. 833/2014, that it has obtained from Neorem through sale, license or other transfer in connection with goods falling within the scope of Article 12ga of Council Regulation (EU) No. 833/2014 which are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia.

(3) If the Products purchased from Neorem are (re-)sold, (re-)exported or otherwise delivered or transferred to third parties or – subject to Neorem's prior consent – sublicensed with respect to intellectual property rights or trade secrets within the meaning of paragraph (2) of this Section 16, the Customer shall oblige these third parties or sublicensees to comply with the obligations under paragraph (1) and (2) and pass these on to their customers or sublicensees accordingly.

(4) The Customer undertakes to establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the further supply chain, including potential resellers, that would frustrate the purpose of paragraph (1) and (2) of this Section 16.

(5) Any breach of paragraph (1), (2), (3) and (4) of this Section 16 shall constitute a material breach of a material contractual obligation and Neorem shall be entitled to take reasonable remedial action, including, without limitation, to terminate the contract with immediate effect by written notice and to claim a contractual penalty in the amount of 30% of the total value of the contract or the price of the exported Products, whichever is higher. The contractual penalty shall be set off against any claims for damages according to Section 15, paragraph (3).

(6) The Customer shall inform Neorem immediately of any irregularities in the application of this paragraph, including any relevant activities of third parties that could frustrate the purpose of paragraph (1) and (2) of this Section 16. Upon Neorem's request, the Customer shall provide Neorem with information on compliance with the obligations under paragraph (1), (2), (3) and (4) of this Section 16 within two weeks.

### 17. Customs clearance

(1) Neorem takes care of customs formalities only to the extent required under the contractual provisions or the agreed Incoterms. Neorem does not act as a customs agent for the Customer.

(2) The Customer shall be obliged to support Neorem in the performance of customs formalities, in particular the Customer shall provide all necessary information and documents.

## 18. Place of jurisdiction and applicable law

(1) Any dispute, controversy or claim arising out of or relating to the contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three (3). The seat of the arbitration shall be Helsinki. The language of the arbitration shall be English.

(2) Notwithstanding the arbitration clause set out above, Neorem shall in its sole discretion be entitled to choose to have recourse to competent courts and execution authorities in and under the laws of the Customer's country, or elsewhere, for purposes of collecting debts of the Customer.

(3) The contract and any matter arising from or in connection with it shall be governed by and construed in accordance with Finnish substantive law to the exclusion of the conflicts of laws provisions, the Sale of Goods Act (355/1987, as amended) and the UN Convention on Contracts for the International Sale of Goods (CISG).

## II. ASSEMBLY TERMS

If Neorem, in addition to the delivery of the Products, also undertakes the Product's assembly, the following Assembly Terms shall additionally apply in connection with the Terms of Delivery:

### 1. Type of contract, entitlement to partial performance

(1) If Neorem, in addition to the delivery of the Products, also assumes their assembly, the parties agree that the services to be performed by Neorem as a whole shall continue to constitute a contract for the sale of goods. In such a case, Neorem shall ensure the proper and professional assembly of the Products.

(2) In addition, the parties agree that Neorem is entitled to partial performance. The assembly and the related rights and obligations of the parties, including any warranty claims of the Customer, are independent of the sale and delivery of the Products.

### 2. Services

The offer and the Order Confirmation of Neorem shall determine the scope of the services of the assembly.

### 3. Assembly requirements

(1) In order to ensure proper assembly, Customer must implement on site the product-related Neorem guidelines, which will be communicated to the Customer in writing at the latest at the time of delivery of the Products.

(2) The Customer shall ensure that assembly is possible on the agreed date. In particular, the Customer shall ensure that the prerequisites according to the preparation guidelines are met.

### 4. Remuneration

(1) If no lump-sum price is charged for the assembly services but remuneration is based on time and material expended, the assembly services shall be invoiced in accordance with the hourly rate stated in the invoice plus any travel expenses, freight charges, etc.

(2) After performance of the assembly services, Neorem shall invoice the Customer for the amount already stated in the offer of Neorem for the assembly services, unless the parties have agreed otherwise. This amount shall become due upon receipt of the invoice by Customer. In addition, the provisions of Section 3 of the Terms of Delivery shall also apply with regard to the Customer's payment obligations with respect to the assembly services.

(3) Neorem reserves the right to charge surcharges for overtime, night, Sunday and holiday hours as well as work under difficult conditions.

### 5. Customer's duties to cooperate

(1) Customer shall support Neorem's personnel in the performance of the assembly at its own expense.

(2) Customer shall take the measures necessary to protect persons and property at the assembly site and shall be responsible for compliance with the statutory provisions on occupational health and safety if and to the extent that the personnel are present on its premises or office facilities for the intended purpose. Furthermore, the Customer shall inform the personnel about existing special safety regulations, insofar as these are of importance for the personnel.

## 6. Warranty

The warranty provisions agreed as per Section 12 of the Terms of Delivery shall apply mutatis mutandis to any warranty claims of the Customer with respect to the assembly, unless otherwise agreed. The Customer's claim's for defects arising from the assembly shall become statute-barred one year after the assembly has been carried out.