

# General Terms and Conditions of Sale



## Section I. General provisions

1. These General Terms and Conditions of Sale exclusively shall apply to the legal relationships between NORIS and the Buyer in connection with the deliveries and/or services rendered by NORIS (hereinafter: deliveries). The Buyer's General Terms and Conditions shall not apply unless NORIS has explicitly agreed to them in writing. The mutual unanimous written declarations are decisive for the scope of deliveries.

2. Should any provision of these General Terms and Conditions of Sale be considered to be invalid, it shall be replaced by such an admissible provision which comes as close as possible to the legal and economic purpose.

3. NORIS shall unrestrictedly reserve its utilisation rights according to property and copyright law to cost estimates, drawings and other documents (hereinafter: documents). The documents must not be made available to third parties without the prior consent of NORIS and must be returned to NORIS immediately upon request if the order is not placed with NORIS. Sentence 1 and 2 shall apply accordingly to the Buyer's documents; however they may only be made available to those third parties to whom NORIS has permissibly assigned deliveries.

4. Partial deliveries are admissible if they are deemed acceptable to the Buyer.

5. The term „claims for damages“ in these General Terms and Conditions of Sale shall also include claims for compensation for fruitless expenditures.

6. These General Terms and Conditions of Sale shall not apply towards consumers. If the consumer status does not already result from the circumstances, consumers must announce themselves as such to NORIS.

## Section II. Offer and conclusion of contract

1. All offers non-binding, subject to alterations and without engagement.

2. Solely the order confirmation is decisive to the scope of the contractually owed payment.

## Section III. Prices, terms of payment and off-setting

1. Prices are quoted in Euro ex works (EXW Incoterms® 2020) excluding packaging, and excluding all taxes, customs duties or fees which are to be paid according to applicable law. The Buyer shall undertake to pay or reimburse taxes, customs duties or fees which are imposed on NORIS or its suppliers.

2. If NORIS performed installation or assembly and unless agreed otherwise, the Buyer shall

bear, in addition to the agreed remuneration, all necessary incidental costs such as travel and transport costs as well as releases.

3. Payments shall be made to NORIS's designated account free of transaction charges.

4. The Buyer may only offset such claims which are undisputed or legally recognised.

5. Transfers to NORIS must be identified by specifying the invoice number in the subject line.

## Section IV. Retention of title

1. The delivery items (goods subject to retention of title) shall remain the property of NORIS until fulfilment of all claims against the Buyer to which it is entitled from the business relationship.

2. As long as the retention of title is effective, the Buyer shall not be permitted to pledge the goods or assign them as security, and resale is only permitted to resellers in the ordinary course of business and only under the condition that the reseller receives payment from its customers in advance or makes the reservation that ownership shall not pass to the customer until it has fulfilled its payment obligations.

3. If the Buyer resells goods subject to retention of title, it shall immediately assign its future claims from the resale against its customers with all ancillary rights – including possible balance claims - as security to NORIS without requiring any further special declarations. If the goods subject to retention of title are resold together with other objects without a unit price having been agreed for the goods subject to title of retention, the Buyer shall assign to the supplier the share of the overall price claim which corresponds to the price of the goods subject to title of retention as invoiced by NORIS.

4. a) The Buyer is permitted to process the goods subject to title of retention or to mix or combine them with other objects. Processing shall be carried out only for NORIS. The Buyer shall store

the new item resulting hereby for NORIS with the care of a prudent businessman. The new item shall become subject to retention of title.

b) NORIS and the Buyer shall immediately agree that in case of combination or mixture with other objects not belonging to NORIS, NORIS shall in any case be entitled to co-ownership of the new item in the amount of the share which results from the proportion of the value of the combined or mixed goods subject to retention of title to the value of the other goods at the time of combination or mixture. In this respect, the new item shall become subject to title of retention.

c) The provision regarding the assignment of claims according to Section IV No. 3 shall also apply to the new item. The assignment shall however apply only up to the amount of the sum which corresponds to the value of the processed, combined or mixed goods subject to retention of title invoiced by NORIS.

d) If the Buyer combines the goods subject to retention of title with properties or movable objects, he shall assign, without the need for further special explanations, also his claim, to which it is entitled as payment for the combination, with all ancillary rights as security in the amount of the proportion of the value of the combined goods subject to retention of title to the other combined goods at the time of combination to NORIS.

5. Until further notice, the Buyer is authorised to collect assigned claims from reselling. If there is good cause, and in particular in the event of default in payment, cessation of payment, opening of insolvency proceedings, bill protest, or reasonable indications of over-indebtedness or imminent insolvency on the part of the Buyer, NORIS is entitled to revoke the Buyer's direct debit authorisation. Furthermore, after previous warning and giving reasonable notice, NORIS may disclose the assignment for security, utilise the assigned claims as well as demand disclosure of the assignment for security by the Buyer to the customer.

6. The Buyer shall immediately inform NORIS in the event of seizures or other orders or interventions by third parties. When a legitimate interest is substantiated, the Buyer shall immediately give NORIS the information required for asserting its rights against the customer and deliver the required documents.

7. In case of violations of duty on the part of the Buyer, in particular in the event of default in payment, NORIS is entitled to take back the goods as well as withdraw from the contract after fruitless expiry of a reasonable payment deadline set for the Buyer; the statutory regulations regarding the dispensability of setting a deadline shall remain unaffected. The Buyer is obliged to surrender the goods. Withdrawal or assertion of the retention of title or seizure of the goods subject to retention of title by NORIS shall not constitute a cancellation of the contract unless NORIS has explicitly declared it.

## Section V. Deadlines for deliveries; default

1. The observation of deadlines for deliveries presupposes timely receipt of all documents to be supplied by the Buyer, necessary permits and approvals, in particular of plans, as well as fulfilment of the agreed terms of payment and other obligations by the Buyer. If these requirements are not met in time, the deadlines shall be extended reasonably; this shall not apply if NORIS is responsible for the delay.

2. If non-observance of the deadlines is due to

a) force majeure, e.g. mobilisation, war, terrorist acts, riot, or similar incidents (e.g. strike, lock-out),

b) viral and other attacks by third parties on the NORIS IT system, if they occurred although customary care was taken for protective measures,

c) obstacles on the basis of German, American as well as other applicable national, EU or international regulations of foreign trade legislation or due to other circumstances beyond NORIS's control, or

d) delayed or improper delivery to NORIS,

e) other effects of „force majeure“ beyond NORIS's sphere of influence  
the deadlines shall be extended reasonably.

3. If NORIS is behind schedule with delivery, the Buyer may – if it shows credibly that it has suffered a loss as a result of this – demand compensation for every completed week of default of 0.5% respectively, however in total not more than 5% of the price for the part of the deliveries which cannot be used appropriately.

4. The Buyer's claims for damages due to the delay in delivery as well as claims for damages instead of payment which exceed the limits named in No. 3 are excluded in all cases of delayed delivery, even after expiry of the delivery deadline set for NORIS. This shall not apply if liability is accepted in cases of intentional acts, gross negligence or due to personal injury, bodily harm or damage to health. The Buyer may withdraw from the contract within the scope of statutory regulations only if NORIS is responsible for the delay in delivery. No change in the burden of proof to the Buyer's disadvantage is connected with the preceding provisions.

5. At NORIS's request, the Buyer is obligated to declare within a reasonable period whether it shall withdraw from the contract due to the delay in delivery or insist on the delivery.

6. If shipment or delivery is delayed at the Buyer's request by more than one month after notification of readiness for shipment, the Buyer may be charged storage fees amounting to 0.5% of the price of the delivery items, however in total not more than 5%, for every further commenced month. The contracting parties are at liberty to prove higher or lower storage costs.

## Section VI. Passing of risk

1. The risk shall pass to the Buyer, even in case of freight-paid delivery, as follows:

a) in case of delivery without installation or assembly if it has been brought or picked up for shipment. At the Buyer's request and expense, the delivery shall be insured by NORIS against customary transport risks;

b) in case of delivery with installation or assembly on the date of acceptance at the Buyer's company or, if agreed, after successful trial operation.

2. If shipment, delivery, commencement, performance of installation or assembly, acceptance at the Buyer's company or trial operation is delayed for reasons for which the Buyer is responsible or the Buyer falls into default of acceptance for other reasons, the risk shall pass to the Buyer.

## Section VII. Commissioning, servicing and installation

Unless otherwise agreed in writing in the respective section or the applicability of the General Terms and Conditions is explicitly excluded, the following provisions shall apply to commissioning, servicing and installation:

1. The Buyer shall provide at its own expense and in due time:

a) all extra work outside our particular sector of the industry including any necessary specialists and assistants, building materials and tools;

b) the consumer goods and materials, such as scaffolding, lifting devices and other equipment, fuels and lubricants required for commissioning, servicing or installation;

c) energy and water at the point of use including connections, heating and lighting;

d) sufficiently large, suitable, dry and lockable, theft-proof rooms at the workplace for storing machine parts, equipment, materials, tools, etc.;

e) appropriate working and lounge areas for the staff (with heating, lighting, washing facilities, sanitary facilities) and first aid for the staff;

f) in other respects, the Buyer shall take measures for the protection of NORIS's property and the staff at the building site which it would take for the protection of its own property and which meet at least the standards of German jurisdiction in this area;

g) protective clothing and guards which are necessary as a result of special circumstances at the workplace;

h) all other parts specified in the technical specifications and the rest of the contract.

2. Prior to the beginning of commissioning, servicing and installation work, the Buyer shall inform the technicians about the specific safety- and work-relevant local conditions without being asked.

3. Prior to the beginning of commissioning, installation or servicing, the supplies and objects necessary for commencing work must be at the installation site or workplace and all preparatory work must have progressed so far before the beginning of assembly so that commissioning, installation or servicing can be commenced and performed according to the agreement. If this is not the case, the responsible technicians may refuse the performance of their work or perform the work themselves. The additional working hours for this shall be charged separately. A higher hourly rate may be agreed with NORIS prior to the performance of the work.

4. If commissioning, servicing or installation are delayed by circumstances beyond NORIS's control, the Buyer shall bear the costs for the staff's waiting time and journey to the workplace according to the current price list. This shall apply especially if it is not possible to commence commissioning, servicing or installation because the ship is not at the agreed place at the agreed

time or the technician, despite his efforts, cannot access the ship.

5. If NORIS requests acceptance of the delivery after completion, the Buyer shall perform this within two weeks. Acceptance shall be deemed to have occurred if the Buyer allows the two-week deadline to expire without contradiction or if the delivery – after completion of an agreed test phase if necessary – has been used. The work can also be accepted by signing the servicing report.

6. The performance of commissioning, servicing and installation work in countries for which a travel warning by the German Federal Foreign Office exists or has been issued after conclusion of the contract may be refused until the travel warning is lifted. This shall also apply to the continuation of installation if installation work has already been started. If a lifting of the travel warning is not expectable, and NORIS has suspended the order until the travel warning is lifted, the contract may be cancelled by either party after expiry of a reasonable period of time.

7. Commissioning, servicing and installation work under conditions which obviously do not meet German occupational safety standards may be refused by the responsible technician also on site until elimination of the conditions. This is usually the case when

a) the routes to the workplace or place where the work is to be performed are so inadequately secured that there is a risk of body injury from running machinery or motors;

b) bridges without railing or otherwise inadequately secured crossings where there is a risk of falling are the access route or workplace;

c) hazardous substances at the workplace are a health hazard for the technician;

d) the workplace is not or only inadequately illuminated;

e) work performed by NORIS is impaired by noise and dirt which is not caused by the work performed by NORIS;

f) there is a risk of bodily injury from unsecured electrical lines;

g) there is a risk of bodily injury from loads falling because they are insufficiently secured.

8. In the event of defective performance of commissioning, servicing and installation, the general provisions of these General Terms and Conditions of Sale shall apply, with exception of the following provision:

if the place of supplementary performance is not the place of the original performance of commissioning, installation or servicing, (for ships reference must be made to the harbour), the Buyer shall reimburse the travel costs to NORIS if they are higher than to the place of the original performance.

9. In the event of cancellations, the following lump sums shall be paid depending on the time of cancellation in the following scale. Depending on the agreed payment, the lump sum shall however amount to at least € 50 as a one-off handling fee. However, NORIS may also charge higher costs when and if they have actually been incurred. The amount payable shall be replaced by the costs actually incurred by NORIS, if the Buyer proves that they were below the costs claimed by NORIS. Two weeks prior to the agreed commencement of work 15%. Less than 30 days prior to the agreed commencement of work 10%. More than 30 days prior to the agreed commencement of work 5%.

10. The following shall apply to the invoicing of commissioning, installation or servicing orders:

a) For multi-day assignments, 8 hours per day shall be invoiced according to the current price list.

b) Each hour shall be rounded up to the full hour.

c) At least one hour shall always be charged for each assignment.

d) The following shall apply to agreed fixed prices: If the situation at the place of performance does not correspond to the described situation which was decisive for the calculation of the



fixed price and the actual cost for solving the problem exceeds the expected costs based on the error description by 20%, all hours exceeding these 20% shall be invoiced according to the hourly price in the current price list.

## Section VIII. Acceptance

The Buyer is not permitted to refuse the acceptance of deliveries due to insignificant defects.

## Section IX. Material defects

NORIS shall be liable for material defects as follows:

1. All those parts or services which have a material defect shall be rectified, redelivered or re-performed free of charge at NORIS's option if its cause already existed at the time of passing of risk. In cases of doubt, however, it shall be assumed that repair has been performed as a courtesy.

2. The limitation period for claims for supplementary performance is 12 months from the beginning of the statutory limitation period; the same shall apply to cancellation and reduction. This limitation period shall not apply

- insofar as the legislation in accordance with Section 438 Subsection 1 No. 2 (Construction and Objects for Construction) and Section 634a Subsection 1 No. 2 (Construction Defects) of the German Civil Code stipulates longer limitation periods,
- cases of intent
- fraudulent concealment of the defect
- in the event of breach of a quality warranty.

Claims of compensation of expenses in accordance with Section 445a German Civil Code (Right of Recourse) lapse in 12 months after the begin of the statutory limitation period, provided that the last contract of the supply chain is not a commodities purchase. The statutory regulations for suspension of expiry, suspension and

recommencement of the limitation periods shall remain unaffected.

3. Notices of defects by the Buyer must be rendered immediately in text form.

4. In the event of notices of defects, the Buyer's payments may be withheld to an extent which is in reasonable proportion to the occurred material defects. The Buyer may withhold payments only if a notice of defects is given whose justification is beyond doubt. The Buyer shall not be entitled to withhold payments if its claims for defects have lapsed. If the notice of defects was given wrongfully, NORIS shall be entitled to request the Buyer to reimburse the incurred costs to NORIS.

5. NORIS must be given the opportunity for supplementary performance within an adequate period.

6. If the supplementary performance fails, the Buyer may – regardless of any claims for damages according to Section IX

No. 10 – withdraw from the contract or reduce the payment.

7. Claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear or damage which occurs after the passing of risk as a result of incorrect or negligent treatment, excessive use, inappropriate equipment, inadequate construction work, unsuitable building sites or due to special external influences which are not assumed according to the contract as well as in the event of non-reproducible software errors. If modifications, installation or repair work are performed improperly by the Buyer or by third parties, claims for defects shall not exist for them and the resulting consequences either.

8. Any and all claims of the Buyer due to expenses required for the purpose of supplementary performance, in particular transport, road, work and material costs, are excluded, if the expenses increase because the delivery item was subsequently shipped to another place than the Buy-

er's establishment, unless the shipment corresponds to its intended use.

9. Any and all rights of recourse of the Buyer against NORIS according to Section 445a of the German Civil Code (Recourse of the Contractor) shall apply only insofar as the Buyer has not entered any agreements exceeding the statutory claims for defects with its customer. Furthermore, Section IX No. 8 shall apply accordingly to the extent of the Buyer's right of recourse against NORIS according to Section 445a of the German Civil Code.

10. Any and all claims for damages of the Buyer due to a material defect are excluded. This shall not apply in the event of fraudulent concealment of the defect, in the event of breach of a quality warranty, in the event of personal injury, bodily harm or damage to health and in the event of intentional or grossly negligent failure to comply with the of duty on the part of NORIS. No change in the burden of proof to the Buyer's disadvantage is connected with the preceding provisions. Any and all further claims or other claims than those regulated in this Section IX of the Buyer due to a material defect are excluded.

## Section X. Industrial property rights and copyrights; defects of title

1. Unless otherwise agreed, NORIS is obligated to render the delivery only in the country of the place of delivery free from third-party industrial property rights and copyrights (hereinafter: property rights). If a third party raises a justified claim against the Buyer due to the infringement of property rights through contractually used deliveries rendered by NORIS, NORIS shall be liable to the Buyer within the period specified in Section IX No. 2 as follows:

a) At its option and at its expense, NORIS shall either acquire a usage right for the concerned deliveries, change them so that the property right is not infringed or replace them. If NORIS cannot achieve this under reasonable conditions, the Buyer shall be entitled to withdraw from the contract or reduce the price according to pertinent law;

b) NORIS's obligation to pay damages is based on Section XIV;

c) The above-mentioned obligations on the part of NORIS shall exist only if the Buyer immediately notifies NORIS of the claims asserted by the third party in text form, does not acknowledge the infringement, and all defence measures and settlement negotiations remain the sole prerogative of NORIS. If the Buyer ceases using the delivery in order to minimise the damage or for other important reasons, it is obligated to draw the third party's attention to the fact that cessation of usage does not constitute any acknowledgment of infringement of property rights.

2. Any and all claims of the Buyer are excluded insofar as it is responsible for the infringement of property rights.

3. Any and all claims of the Buyer are furthermore excluded insofar as the infringement of property rights has been caused by special specifications on the part of the Buyer, by a use which could not have been foreseen by NORIS or is the result of the delivery being modified by the Buyer and used together with products that were not delivered by NORIS.

4. In the event of infringements of property rights, the provisions in Section IX No. 4, 5, and 10 shall apply accordingly to the Buyer's claims regulated in Section X No.1 a) in other respects.

5. In the event of other defects of title, the provisions in Section VIII shall apply accordingly.

6. Any and all further claims or different claims than those regulated in this Section X of the Buyer against NORIS and its vicarious agents due to a defect of title are excluded.

## Section XI. Secrecy

1. "Confidential information" encompasses all information (regardless whether it is communicated directly or indirectly in writing, orally, electronically or in any other form), including

information which is related to these Terms and Conditions and the business transactions regulated therein or a resulting agreement and which by their nature is solely intended for the receiving party, which is marked "confidential" or "secret", or which is otherwise confidential.

2. Without prior written consent by the disclosing party respectively, the parties, including their respective affiliated companies, owners, management and staff, are not permitted to use business secrets or other confidential information of the other party (regardless whether this information pertains to the other party's operating or business practices or products), which they receive directly or indirectly or as a result of the business relationship, for other purposes than for fulfilment of the business relationship, or to disclose them, or to allow their use or disclosure to third parties or to issue public statements, announcements, or bulletins about the transactions forming the object of this contract. The purpose of the provisions in this Section XI is not to restrict the use or dissemination of information which

a) was already publicly known at the time of its disclosure to the recipient

b) become publicly known after disclosure to the recipient through no fault of its own

c) was already in its possession at the time of disclosure to the recipient; and for which the recipient was not obligated to secrecy

d) has been developed by the recipient or its affiliated companies independently and without the help of confidential information from the disclosing party or other information which has been disclosed to third parties confidentially, if this can be proven by current written documents, or

e) must be disclosed according to the law, pursuant to the provisions of a stock exchange admission board or stock exchange which is competent for one of the parties or to which one of the parties submits itself, or upon request by an authority or another authorised body which is competent for one of the parties or to which one

of the parties submits itself, regardless whether this requirement has legal force or not. In connection with the relevant public statement, announcement or bulletin, the other party must be consulted as far as possible and its specifications regarding the selection of the time, content and manner of announcement or dispatch must be taken into account sufficiently;

f) which the recipient rightfully receives from third parties who are entitled to make such a disclosure without any restrictions.

3. This obligation to secrecy shall apply for the duration of the business relationship as well as up to 5 years after its termination or expiration (regardless of the cause).

4. In any case, the Buyer shall protect the economic interests of NORIS and therefore protect not only business secrets but also all other information whose publication could be detrimental to NORIS against publication of such information by itself or third parties in a frame of possibilities to be designed in good faith.

## Section XII. Reservation of performance

1. The performance of the contract is subject to the proviso that no obstacles due to German, American as well as other applicable national, EU, or international regulations of foreign trade law nor any embargoes or other sanctions oppose it.

2. The Buyer is obligated to provide all information required for export, delivery or import.

## Section XIII. Impossibility; contractual adjustment

1. If the delivery is impossible, the Buyer shall be entitled to claim damages unless NORIS is not responsible for the impossibility. The Buyer's claim for damages shall however be limited to 10% of the value of that part of the delivery which cannot be used appropriately due to the



impossibility. This limitation shall not apply if liability is accepted in cases of intentional acts, gross negligence or due to personal injury, bodily harm or damage to health; no change in the burden of proof to the Buyer's disadvantage is connected with this. The Buyer's right to withdraw from the contract shall remain unaffected.

2. If events within the meaning of Section V No. 2 a) to c) significantly change the economic importance or the content of the delivery or considerably impact NORIS's operations, this contract shall be adequately adjusted with due regard to good faith. If this is not economically justifiable, NORIS shall be entitled to withdraw from the contract. The same shall apply if necessary export licences have not been issued or are not usable. If it wants to exercise its right to withdraw from the contract, it shall inform the Buyer of this intent immediately after recognising the consequences of this event, even if an extension of the delivery time had initially been agreed with the Buyer.

## Section XIV. Other claims for damages

1. Unless otherwise regulated in these General Terms and Conditions of Sale, any and all claims for damages of the Buyer, for whatever legal reason, are excluded, in particular due to failure to comply with duties from the contractual obligation and from illegal acts.

2. This shall not apply insofar as there is liability as follows:

- a) according to the product liability act;
- b) in case of intentional acts;
- c) in case of gross negligence by owners, legal representatives or executive staff;
- d) in case of fraudulent acts;
- e) in case of non-observance of an accepted guarantee;
- f) due to culpable personal injury, bodily harm or damage to health; or

g) due to culpable breach of essential contractual duties.

The claim for damages for failure to comply with essential contractual duties is however limited to foreseeable damage typical of this type of contract unless one of the afore-named cases exists.

3. No change in the burden of proof to the Buyer's disadvantage is connected with the preceding provisions.

## Section XV. Place of jurisdiction and applicable law

1. If the Buyer is a merchant, the sole place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship shall be the domicile of NORIS. The Supplier is however also entitled to file a suit at the Buyer's domicile.

2. These General Terms and Conditions of Sale and all other contracts which are concluded with NORIS including their interpretation are subject, unless otherwise agreed, to German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## Section XVI. Binding force of the contract

1. In the event that individual provisions of this contract are or become legally invalid, the contract shall remain binding and effective in its other parts. This shall not apply if the continuation of the contract would be an unreasonable hardship for any party.

2. Invalid provisions in the contract shall be replaced by ones which come as close as possible to the legal and economic sense and purpose of the provision.