

General ordering terms and conditions of DEEP Underground Engineering GmbH for goods and services

1. Validity

1.1 These general ordering terms and conditions and the overriding supplementary special ordering terms and conditions for each specific type of contract are valid for all of our – also future – orders. The general terms and conditions of the contractor where they deviate from our terms and conditions do not apply even if we have not expressly ruled them out, or have unconditionally accepted goods or services from the contractor despite our knowledge of its terms and conditions. This is not tantamount to any acceptance. This also applies to unilateral regulations in the terms and conditions of the contractor which are not effectively regulated in our own terms and conditions insofar as no relevant commercial practise or legitimate regulation exists. Insofar as our general terms and conditions contain no effective regulations, legitimacy is exclusively accorded only to statutory regulations.

1.2 Our terms and conditions for ordering only apply to companies in the sense of Section 14 BGB (German Civil Code) and a legal entity under public law, or special fund under public law.

1.3 Individual agreements naturally have priority over our terms and conditions of ordering. They are ranked in the following order:

- The terms and conditions of our order or contract note
- Supplementary contractual agreements between us and the contractor
- Specifications and instructions from any of our clients who may be affected
- Our construction site regulations
- Generally valid technical standards
- Our special terms and conditions of ordering
- Our general terms and conditions of ordering
- The law.

2. Closure

2.1 All orders and contract notes are exclusively issued in text form. Direct or telecommunicative verbal agreements which differ or are more extensive than the order issued in text form must be verified in text form.

2.2 Our order must be effectually confirmed by the contractor in text form within 10 working days. If an order or a modified contract note cannot be accepted in accordance with the conditions which we have specified, the contractor must also inform us of this situation within the aforementioned time period.

2.3 In addition, when individual devices, parts, installations and services are not expressly mentioned, they are also an integral part of the scope of the goods or services without being billed separately if they are required within the defined scope of the goods/services for complete fulfilment of the contract and to achieve the purpose of the contract.

2.4 Modifications or additions to the scope of the goods/services which prove necessary during execution, shall be immediately reported in text form by the contractor. Their execution requires our prior authorization.

2.5 The contractor shall investigate our requests for changes within eight days to assess their possible consequences, and the results of this investigation will be submitted to us in text form. This should indicate in particular the consequences for the technical execution, the costs and the time schedule. If we decide to execute the changes, the contract shall be modified accordingly.

3. Goods and services delivery period, delay

3.1 The agreed goods and services delivery periods or deadlines are binding and are only complied with by fulfilment (goods or services) at the agreed location, by the agreed date, or by the end of the agreed time period.

3.2 All of the necessary materials must be purchased in a timely manner to ensure that even if defects are identified, it is still possible to fulfil the punctual delivery of the goods or services. The contractor has to provide us with information upon request to verify punctual disposition.

3.3 If the goods or services cannot be accepted by us by the agreed date for reasons outside of our control, the contractor shall execute the goods or services at no extra cost to us at a later date defined by us after giving a reasonable period of notice, but within a time period of maximum six months.

3.4 We are entitled to demand an interruption to the fulfilment of the contract at any time for urgent operational reasons. We determine the time the fulfilment of the contract is to be recommenced taking into consideration the legitimate interests of the contractor.

3.5 The contractor has to inform us in a timely manner if it cannot comply with the agreed delivery dates for the goods and services. It can only appeal to our failure to supply necessary documents or information if the contractor did not receive these documents or information within a reasonable time period despite sending us a written reminder. The same applies to other obligations to cooperate which we must comply with.

3.6 The contractor is obliged to reimburse to us any contractual penalty paid by us to our client attributable to a delay in delivering the goods or services for which the contractor bears responsibility.

3.7 In the event of delays occurring for reasons which are out of the contractor's control, such as natural disasters, strikes, transport problems, operational problems or other instances of force majeure, we are entitled to rescind the contract if the delays mean that we no longer have any further interest in the performance and a reasonable grace period has ended without fulfilment of the performance. In the event one of the aforementioned events takes place, we are entitled to postpone the acceptance/receipt, without the contractor being able to claim damages as a consequence. If the contractor appeals to force majeure, the contractor has to verify this without being requested to do so by a force majeure of the Chamber of Commerce. Otherwise, it shall be assumed that the contractor is responsible for the delay in the delivery of the goods or services.

3.8 Delivery of goods or services before due date, or partial or excess delivery of goods or services require our agreement in text form.

4. Market restrictions, joint ventures, co-operation

4.1 The contractor is not permitted to prevent its suppliers and subcontractors from closing contracts with us concerning other goods/services. Exclusive agreements with third parties are also forbidden if they hinder us or the suppliers or subcontractors from collecting services/goods which we require for ourselves or are required by the suppliers or subcontractors for the transaction of our contracts.

4.2 Joint ventures must appoint a representative who represents all of the members of the joint venture when dealing with our company. Restrictions to the authority to represent the joint venture arising from the joint venture contract are invalid with respect to any dealings with us. Every member of the joint venture is liable jointly and severally for the fulfilment of the contractual obligations even after the rescission of the joint venture. The payments shall be effected by us exclusively to the representative of the joint venture and shall release us from our obligations. This provision is also valid when the joint venture is rescinded.

4.3 We shall inform the contractor in a timely manner on the goods or services which other participants are to provide within the context of the goods or services provided by the contractor, as well as informing the contractor about the associated contractually agreed dates/time periods. The contractor is obliged to supply the other participants in a timely manner with the necessary specifications and documents so that these participants can deliver their goods or services in accordance with the regulations. The contractor must inform us immediately in text form if there are any differences of opinion between the contractor and other participants during the planning phase, as well as informing us about any concerns about the planned nature of the execution or with respect to the goods or services to be provided by another company.

5. Quality, quality assurance, spare parts

5.1 The contractor provides its goods/services pursuant to the specifications, drawings and other details stipulated in the order or the contract note or otherwise confirmed, as well as pursuant to the state-of-the-art of science and technology.

The contractor must comply with the laws, regulations and stipulations from the competent authorities valid in that destination / country stipulated in the contract, as well as to observe judgements from the courts and the technical regulations, standards and guidelines defined in the versions valid at the time the contract was closed.

The goods and services must comply with the latest valid technical Standards and according to actual scientific state of the art. For all deliveries and/or supplies in foreign countries all relevant rules and regulations valid in that country must be observed as for instance EN- & ISO-Regulations. Supplies and/or deliveries must comply with applicable safety regulations, health and bodily injury prevention, rules for technical tools, Equipment and Product Safety Act, law for dangerous products (REACH & law chemicals), workplaces ordinance and all relating permissions (to be checked by contractor). Applicable environmental rules and regulations and Accident Prevention & Insurance Association must be observed and applied to accordingly.

5.2 We must be informed about any drafts for new regulations or regulations scheduled to be amended. If these regulations and decisions or the state-of-the-art changes between closing the contract and fulfilment of the contract, and if these have a significant impact on the fulfilment, the contractor must inform us immediately about the changes and the associated consequences for the associated deadlines and costs. We shall then inform it of our decision concerning these changes within a reasonable period of time. If the contractor has second thoughts about the applicable regulations and rules, or new knowledge or concerns, we must be informed about these aspects in writing in a timely manner and the contract should be amended accordingly if required.

5.3 In the event that the contractor delivers substances classified as hazardous substances in the sense of the Hazardous Substance Regulations (Gefahrstoffverordnung), the contractor is obliged to provide us automatically prior to delivering such hazardous substances with the product information, in particular EG safety datasheets (Attachment II REACH-Regulation EG No. 1907/2006 [Section 14 Hazardous Substance Regulations]). The same applies to information with respect to marketing restrictions laid down by law. The contractor is not permitted to use carcinogenic substances.

5.4 If the place agreed for the delivery of the goods or services (destination for use by us) is outside of Germany, the contractor shall comply with and satisfy the valid regulations and obligations applying to this location and - where relevant – also for all of the transit countries, in accordance with the regulations stipulated in Provisions 5.1 to 5.3 of these terms and conditions.

5.5 The contractor guarantees the correct selection of the materials used, the proper execution, the faultless functioning of the supplied plant or plant components, to achieve the agreed technical performance and properties, and the operational fitness for purpose of continuous operations.

5.6 The delivered goods or the results of the service must be unencumbered by the rights of third parties.

5.7 The contractor is responsible for the completeness and objective correctness of the documents which the contractor is obliged to prepare, and the calculations, as well as the unrestricted fitness for purpose within the framework of the purpose of the contract.

5.8 Insofar as applicable, the contractor operates a quality assurance system, e.g. pursuant to DIN EN ISO 9001 – 9003, which also includes the contractor's subcontractors and suppliers. The interfaces must be described and defined. We are entitled to check the system in agreement with the contractor, and to demand from the contractor if required the elaboration of a so-called bridge document (to avoid gaps between our quality assurance system and the quality assurance system of the contractor). The contractor bears the costs for the elaboration of the bridge document. The contractor informs us of the name of a properly qualified co-ordinator handling the quality assurance measures.

5.9 The contractor guarantees the deliverability of spare parts and replacement parts for a duration of at least 15 years.

6. Technical documents

6.1 All of the technical documents, including drawings, planning, layout, testing and production documents, must be supplied in DIN formats and DIN scales. If the agreed location of the services or goods (destination of the utilisation by us) is located outside of Germany, the contractor shall comply with and satisfy the relevant standards applying to this location. We are entitled to return without inspection any drawings/documents which do not comply with the specified conditions. Binding

compilation plans shall be submitted to us for approval prior to execution. Execution drawings shall be submitted to us upon request prior to execution in the workshop.

6.2 All documents must be made available to us free of charge, and in the numbers specified in each case, and in German (unless agreed otherwise in the contract). If the agreed location of the goods or services (destination of the utilisation by us) lies outside of Germany, the contractor shall prepare or translate appropriately all of the documents into the local language.

6.3 The contractor ensures that all of the documents to be prepared to fulfil the contract are labelled in accordance with our specifications.

6.4 The contractor supplies us with five copies of the quality documentation specified in the specifications (unless agreed otherwise in the contract).

6.5 The contractor shall inform us immediately about any necessary changes to the layout, testing and production documents as well as about any deviations from the defined production and testing procedures and quality properties. The contractor must expressly inform us about any changes in the documents. It is not adequate in this context to merely send us documents with comments on the changes.

6.6 All of the documents must be handed over in a timely manner or in accordance with the agreed deadlines without being specifically requested to do so, to ensure that there are no delays to the construction or other work. If the documents involved require an opinion, decision or inspection by us, presentation of the documents must take place in a timely manner to allow us a reasonable period of time to undertake the inspection and to take into consideration any necessary changes.

6.7 Notwithstanding a review or inspection of the documents by us, and the issue of our opinion accordingly, sole responsibility for the scope of the services/goods remains with the contractor.

6.8 Documents required for meetings must be presented to us by the contractor at least 24 hours prior to the meeting date. Minutes of each meeting must be prepared and submitted to us by the contractor within 14 days of the meeting date without being specially requested to do so. We reserve the right to make corrections.

6.9 After delivery or acceptance, the contractor must prepare for us all of the drawings concerning the scope of the service/goods as final drawings which incorporate all of the changes which were made and accurately visualise the actual execution.

For subsequent modification work, the contractor must supply us with the necessary documents and specifications so that dismantling and assembly can be undertaken in accordance with the regulations. We must also be provided with the drawings/documents and parts lists required for the procurement of spare parts and replacement parts. The contractor must clearly specify all of the described properties of the spare parts and replacement parts, e.g.:

- Manufacturer
- Type
- Order/article/identification number
- Dimensions
- Material
- Standard designations such as DIN, IEC, ISO etc.

6.10 The contractor shall provide five copies free of charge of the operating/maintenance instructions for the scope of the services/goods by the agreed deadline, and at the latest four weeks prior to commissioning. The contractor has an obligation to revise these instructions prior to acceptance of the scope of the services/goods to incorporate the knowledge gained from the commissioning and the test operations.

6.11 Costs arising from a failure to comply with the aforementioned obligations, and in particular the costs arising from handing in documents either too late, or which are defective or are incomplete, are borne by the contractor, even if the associated changes do not concern its own scope of services/goods.

7. Insurance, waste disposal

7.1 For the duration of the contract, including guarantee periods and limitation periods, the contractor must have liability insurance cover for claims for defects subject to normal conditions applying to the sector (minimum insurance cover Euro 2.0 million per damaging event), and must provide evidence of the existence of such insurance cover if requested to do so by us. Any regress on the part of the insurer against us or our final customers must be expressly excluded. The contractor is to announce immediately in writing when and insofar as the insurance cover no longer satisfies the agreed amount.

7.2 Insofar as the contractor generates waste in the course of the provision of its services/goods, the contractor must recycle or dispose of the waste at its own expense pursuant to waste law regulations – subject to any differing written agreement. The title, risks and responsibilities pursuant to waste legislation are the responsibility of the contractor at the time the waste was generated.

8. General liability for defects, right of rescission

8.1 We do not waive our rights for claims for defects when accepting or receiving the goods or services. They are also not restricted by the tests, instructions and execution specifications defined by us. Our claims are not restricted to material defects.

8.2 Our claims for defects also cover the deliverables from sub suppliers and services provided by subcontractors. They are also valid when we have specified that the contractor must exclusively use a specific brand or co-operate with a specific subcontractor.

8.3 The warranty period corresponds to the legal time periods. It begins at the earliest with the fulfilment of the last delivery or the acceptance of the service provided by the contractor on the basis of an order. In the case of orders involving facilities, the warranty period is five years calculated from the day of acceptance.

8.4 If a defect in the scope of services/goods provided by the contractor causes the operation of a plant to be shut down or gives rise to significant impairment in the operation, the limitation period is extended by the time involved in the shut-down or the impairment.

8.5 If defects are only discovered after the end of the limitation period, because inspections or modifications to the object of the deliverable service or goods, or the affected part of the plant is not normally required in this sector within this time period, we are entitled to assert our claims for defects within one month of completion of the next regular inspection or audits corresponding to usual practise within the sector.

8.6 The limitation period for spare parts and replacement parts ordered and supplied within the context of an order, is three years from the time of installation insofar as this occurred within five years after acceptance of the main scope of services or goods. If installation takes place at a later date, the contractor is only liable for defects which are revealed in the first 500 hours of operation.

8.7 Insofar as the contractor considers there to be a risk in the continuation of the operation until supplementary performance has been undertaken, the contractor must

inform us immediately about these concerns and speed up correction of the defect.

8.8 We have unrestricted entitlement to statutory claims for defects. We determine the nature of the supplementary performance. We can also demand indemnification from the claims of our customers arising from the same defect insofar as the contractor is liable on our behalf, or transfer our claims for defects to our customers. And finally, we can demand transfer of claims for defects from the contractor to which it is entitled with respect to a sub supplier or subcontractor.

8.9 The supplementary performance must be undertaken as fast as possible in agreement with us. In urgent cases, 24-hour shift operations must be implemented if we request it. If immediate supplementary performance is not possible, the contractor must immediately implement provisional help in agreement with us.

8.10 The contractor bears the cost for supplementary performance. The contractor also bears all of the ancillary costs, e.g. for expert opinions, dismantling, transport, assembly, planning and documentation services which arise during supplementary performance or as a result of detection and securing measures required between the detection of the defect and supplementary performance.

8.11 The warranty period in the case of replacement deliveries or the correction of defects begins anew for the replaced parts or associated services.

8.12 If parts of the object of the contract are modified when supplementary performance is carried out, or are replaced by different components, the associated spare parts and replacement parts must be modified or replaced at the expense of the contractor.

8.13 In the case of rescission from the contract, we are entitled to use free of charge the goods or the results of the services provided by the contractor until a suitable replacement has been acquired. In the event of rescission, the contractor bears the costs for the dismantling/removal and return transport, as well as bearing the costs for disposal.

8.14 If the contractor fails to meet its obligation for supplementary performance even after being requested to do so within a reasonable period of time, we are then entitled to implement the necessary measures ourselves at the expense and risk of the contractor. The same applies if the supplementary performance undertaken by the contractor fails to produce the necessary results. The failure is considered to have been demonstrated in all cases if the defect has not been completely corrected after two supplementary performance attempts or the supplementary performance becomes so delayed that it exceeds a reasonably set time period.

8.15 In urgent cases, we are also entitled to undertake the supplementary performance unilaterally even if the delay conditions have not been met. If a third party undertakes the supplementary performance in such a case, this has to be agreed with the contractor.

8.16 Defects in goods or services entitle us to rescind without setting a deadline all contractual relationships with the contractor whose object is the regular supply of goods or provision of services or work if there is a material reason for doing so. A material reason is when there is a legitimate fear that the defects in a service or goods could also have an impact on another services or goods or affect them in a similar way.

9. Prices, billing and payment

9.1 The prices referred to in the order or the contract note are fixed prices plus the applicable value added tax rate including all discounts and surcharges.

9.2 Invoices are to be prepared in duplicate and after fulfilment of the service/goods – divided up according to orders – and are to be sent to the invoice address specified in the order or the contract note, and/or our head office; order numbers must be stipulated, all invoice documents (bills of material, work records, quantity surveys etc. sent in original with the signature of our managers) must also be attached. Invoices concerning partial deliveries/services must be marked "partial deliverables invoice" or "partial services invoice", final invoices must be marked "final deliverables invoice" or "final services invoice" or similar comments. Failure to provide these details could delay the payment in a way which does not count as default on our part.

9.3 Every invoice must refer separately to the amount of legally valid value added tax involved in each case or the reason for exemption from value added tax, and the value added tax identification number of the contractor. The contractor is also obliged to make available to us all of the data and receipts associated with the goods or services for which it is contractually responsible, and which we need to fulfil our tax obligations.

9.4 Original invoices may not be enclosed in the goods deliveries.

9.5 Payments are made via cheques or bank transfers subject to subsequent invoice auditing within 7 days with a discount of 3 %, within 14 days with a discount of 2 %, or within 45 days without any discount. The payment deadline starts when the invoice or the goods or services have been completely received by us or executed, and the contractor has also fulfilled all of the ancillary obligations.

9.6 Faulty invoices (e.g. differing from the contract or because of inappropriately charged payments) must be corrected immediately. The same applies if the basis on which a fee is calculated is subsequently changed or identified as false. The contractor is obliged to immediately repay any amounts which we have paid which exceed the due amount. The contractor cannot appeal on the basis of any omission of enrichment (Section 818 (3) BGB (German Civil Code)). The due amounts to be refunded will be subject to interest of 5 % p.a. until refunded by the contractor unless we were responsible for the faulty invoice amount.

10. Disposal

10.1 The contractor is not permitted to transfer to third parties the rights and obligations arising from our orders, or transfer any claims against us outside of the area of application of Section 354 a HGB (German Commercial Code) without our approval.

10.2 We can transfer our rights and obligations as well as receivables from our orders to our customers without the approval of the contractor while maintaining our liability in the event our customer becomes insolvent.

10.3 The contractor may only set off our claims with undisputed legally verified counterclaims or counterclaims which we recognise. The contractor is only entitled to retention rights if its counterclaim is based on the same contractual relationship. We are entitled to set off rights and retention rights in accordance with the legal framework.

11. General liability regulation, time of limitation

11.1 We are liable for unlimited damage compensation for infringements to our contractual or extra-contractual obligations as a result of malice, intent and gross negligence – the latter only on the part of our company bodies and senior officers. Insofar as our company bodies or senior officers have been negligent or our employees or our vicarious agents have also been grossly negligent and infringed in this way a material contractual obligation (an obligation without whose fulfillment it would be impossible to execute the contract and whose infringement jeopardises

achievement of the purpose of the contract, and upon whose fulfilment the customer could reasonably rely) our obligation to compensate is limited to the contract-typical and foreseeable damages. Any liability exceeding these aspects is excluded. This does not affect our liability with respect to personal injury.

11.2 An attempt by the contractor to limit the liability beyond the scope of the aforementioned regulation is ineffective against us. The contractor is also liable for minor infringements of the contract and damage. Our claims are not subject to any exclusion time periods, but exclusively based on the times of limitation defined in BGB.

11.3 Claims against us with respect to the purchase price or remuneration lapse two years after the start of the regular time of limitation defined by the law, and all other claims lapse at the latest at the end of the statutory times of limitation.

12. Rescission

12.1 We can rescind or cancel an order at any time up to completion of the service or goods.

12.2 In this case, the contractor has a right of remuneration for all of the services or goods provided up until receipt of the rescission or cancellation and whose title is transferred to us at the latest upon making the payment. This does not affect our rights to claim damages for defects or claim compensation from the contractor, or rights of retention.

12.3 If we rescind or cancel for reasons for which the contractor is not responsible, the contractor not only receives the aforementioned remuneration, but also a reasonable compensation for additional and verifiably unavoidable costs and expenses which arise as a result, plus a flat rate profit surcharge of 5 % of the lost contractually agreed remuneration. All other claims on the part of the contractor are excluded.

13. Right of use and protection rights

13.1 We are entitled to use the services or goods without restrictions within our Group. This right of use also entitles us to modify the deliverables and also includes figures, drawings, calculations, analytical methods, recipes and other works which were made or developed for us by the contractor as part of the preparation and implementation of the contract. We have an exclusive right of use in this case. Further use by the contractor requires our authorisation which we can make dependent on the reasonable participation in the revenues generated by the use.

13.2 We are entitled to transfer our rights of use to our clients. We are also entitled to grant rights of use to other third parties for the purpose of reproduction of spare parts and replacement parts.

13.3 The contractor guarantees that the granting of these rights of use is not prevented by the rights of third parties, and in particular, by its subcontractors, and indemnifies us in the event that claims are taken out against us plus the costs involved in a legal defence.

13.3 We have the right to publish the copyrighted work developed or produced for us by including a reference to the name of the contractor.

14. Confidentiality and data protection

14.1 The contractor is obliged to treat with unrestricted confidentiality all of the information which it receives from us during the execution of the contract and not to pass this information on to third parties, and not to use it for any other purposes except those defined in the contract. This provision does not apply to information which was already known to the contractor upon receipt, or information to which the contractor had already gained knowledge by other means (e.g. from third parties without being subject to confidentiality, or as a result of its own independent efforts). Third parties in this case do not include employees engaged by the contractor, special experts, suppliers and subcontractors and their employees, when they have informed the contractor that they also agree to treat the aforementioned information as confidential in the same way as the contractor.

14.2 Drawings, drafts, samples, etc., which we hand over to the contractor for purposes of submitting a quote or to execute the order remain our property and must neither be used for other purposes, reproduced, nor made accessible to third parties. After fulfilment of the contract, the aforementioned items must be completely returned to us without being requested to do so.

14.3 The contractor is obliged to comply with the mandatory stipulations covering data protection including the written obligations from their employees pursuant to Section 5 German Data Protection Act (BDSG). The contractor has to impose this obligation on all the persons it engages to execute the contract.

14.4 The contractor is liable for all damage affecting us arising from the infringement of the aforementioned obligations, also by persons engaged on its behalf.

14.5 The contractor has been informed that the data generated within the context of the business relationship shall be stored by us and made accessible to the companies with which we co-operate.

15. Publications/advertising

The analysis or disclosure in publications or for advertising purposes of the business relationship existing with us is only permitted with our explicit prior written approval.

16. Transfer abroad

The contractor is well aware that the transfer of documents and goods of all kinds requires approval in many cases, e.g. pursuant to the German Act on Foreign Trade. The contractor is responsible for checking the need to seek approval for transferring its own documents or goods or our documents or goods abroad, and if necessary, to acquire all the necessary approvals in a timely manner and to comply with all of the relevant regulations. In any case of non-compliance, we reserve the right to assert claims for any damages which may occur as a result.

17. Contractual language, applicable law, place of jurisdiction

17.1 The contractual language is German. German law applies.

17.2 Customary commercial terms must be interpreted pursuant to the relevant valid Incoterms – ICC, Paris.

17.3 Insofar as the contractor is a merchant in the sense of the German Commercial Code, a legal entity under public law, or special fund under public law, our registered seat is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Moreover, we are also entitled to initiate legal proceedings at the court responsible at the registered seat of the contractor.

18. Severability clause

If any of the (sub)provisions of these terms and conditions are determined to be invalid/unenforceable or become so, this shall not affect the remaining (sub)provisions in the sense of the blue pencil method. The contractual parties are obliged to replace the invalid/unenforceable (sub)provisions from the beginning of its invalidity/unenforceability by a similar provision which comes as close as possible to the commercial purpose of the original provision.

Special ordering terms and conditions of DEEP Underground Engineering GmbH for work contracts

1 Validity of the terms and conditions

These special ordering terms and conditions are the basis for all of the services we receive within the framework of a work contract, and supplement and override our general ordering terms and conditions.

2 Subcontractors, human resources

2.1 The involvement of subcontractors requires our prior written consent. The contractor must impose on the subcontractor with respect to all of the tasks for which it has been subcontracted, all of the obligations which the contractor has taken over on our behalf, and to ensure that they are complied with.

2.2 The contractor and its subcontractors must always use properly qualified personnel. Appropriate documentation verifying these qualifications must be presented to us upon request. We have the right to demand the replacement of personnel for material reasons. This applies in particular when doubts exist about the necessary experience or qualifications, or when occupational safety/environmental protection regulations are not observed, or if our client demands a replacement for objective reasons. The contractor agrees to find properly qualified replacements in such cases. The agreed deadlines remain unaffected by the aforementioned measures. All of the associated additional costs are borne by the contractor.

2.3 The contractor guarantees that all of the personnel assigned to the work are fluent in German or that a supervisory person who satisfies this condition can instruct the workers at all times in their mother tongue.

2.4 If the contractor or its subcontractors engage workers who are not EU citizens, the contractor must present us with the appropriate work permits prior to the start of the work.

2.5 If the contractor engages subcontractors without acquiring our prior written authorisation, or if the contractor infringes its obligation to present work permits, we have the right to rescind the contract and/or demand claims for damages.

2.6 When requested by us, the contractor shall also do overtime, night work, Sunday work and work on national holidays in compliance with the statutory regulations, and ensure that approval is acquired from the competent authorities for this purpose whenever necessary. We will only remunerate the actual additional costs which have arisen when this has been agreed with us in advance in writing.

3 Regulations for execution and providing the services

3.1 The contractor adjusts the working time to comply with the working hours typical for the location where the services are to be provided. The persons working on behalf of the contractor are obliged to use our time record-keeping system. The local regulations which apply to the site must be co-ordinated in advance with the relevant organisation before starting work.

3.2 If services are executed on the premises / construction site, all of this work must comply with the relevant construction site regulations. Before the work starts, or in advance when requested, the contractor's supervisory staff will be handed a copy of the construction site regulations including a schedule of annexes, and receipt of these documents will be confirmed by their own signatures. A written declaration is also required to verify that they have read the contents of the construction site regulations including the schedule of annexes.

3.3 The intention to enter the premises/ or construction site on foot or in a vehicle must be announced in advance with an appropriate period of notice. The instructions given by our technical staff (and those of our client) must be complied with. The statutory road traffic regulations must also be complied with.

3.4 The services provided by the contractor also include laying out equipment, offices, stores, sanitary and rest areas, etc., including heating, safety clothing and equipment, and installing telecommunications connections. Our workshops and sanitary facilities are only made available to the contractor in accordance with an explicit agreement.

3.5 With respect to the consumables made available by us, the necessary piping from the extraction site to the place where the consumables will be utilised, must be laid, connected and subsequently removed by the contractor in agreement with the local site management. The contractor is responsible for the costs involved in transporting the material provided by us and stored on the construction site when the material is taken from the storage place to the place of utilisation.

3.6 The contractor must immediately inspect the substances or parts made available by us, and immediately inform us if any defects are identified. This also applies to defects identified by the contractor at a later point in time. Independent of these obligations, the subcontractor is also obliged to test on its own responsibility the fitness for purpose of the substances or parts made available by us, and to inform us immediately if the contractor has any objections. If the non-fitness for purpose is due to the provision of a faulty or incomplete specification by the contractor, then the contractor is responsible for all of the subsequent costs. Once acceptance of the services has occurred, the contractor can no longer claim that any of the substances or parts made available by us were defective or not fit for purpose. The contractor is also held liable for these substances or parts from this time onwards. We shall pass on to the contractor any claims for damages with respect to suppliers/manufacturers of the substances or parts made available.

3.7 The contractor is responsible for ensuring that the construction site complies with all of the accident prevention regulations and that the workplace is adequately illuminated. The contractor is obliged to keep clean the stores and workplaces it uses. If the contractor fails to comply with this obligation, even after being reminded of its obligation to do so, we have the right to implement or have a third party implement this work at the expense of the contractor.

3.8 The contractor is obliged to allow other companies to use the piping it has installed if this is requested by us insofar as this does not hinder the contractor in carrying out its duties in any way. Remuneration for this service must be clarified directly with the user.

3.9 The contractor has to undertake at its own expense construction work or earth moving work required to set up the construction site and for the installation.

3.10 The contractor is responsible for carrying out the tests specified in the pre-testing documents. Additional tests must be agreed with us in advance. The contractor shall allow us to participate in tests and measurements stipulated by the competent authorities or agreed on the basis of other provisions, or to provide us with information on the aforementioned tests if requested by us. In this context, we and our representatives shall be given access to the workplaces, workshops and storage rooms where the contractual performance is being undertaken or where the components specified for this purpose are stored. At our request, all of the documentation shall be presented to us and our representatives for inspection and all of the necessary information shall be provided. With respect to the times the tests and measurements are to be carried out, we and the inspectors must be informed about these times at least three working days in advance when orders are made in Germany, and at least six working days in advance when orders are made abroad.

3.11 We reserve the right to carry out construction and assembly inspections and to carry out associated tests. In such cases, the contractor ensures that we are given timely warning in advance about any planned night work, Sunday work or work on national holidays.

3.12 The contractor provides us with information on the names of the persons responsible for the preliminary inspection, construction supervision, welding and testing supervision, and the compilation and inspection of the documentation.

3.13 We reserve the right to inspect at any time the deadline situation and the completion status of the work carried out by the contractor, its subcontractors and sub-suppliers. The contractor bears any expenses arising from additional installation costs involving neighbouring and connection installation work caused by changes in deadlines which were not announced in advance with appropriate notice periods.

3.14 The contractor is obliged to acquire information on the local conditions affecting the site where the work is to be carried out, and to co-ordinate in advance with the site construction supervisor to agree the time the contractually agreed work is to be carried out. Any costs arising from an infringement of this obligation are the sole responsibility of the contractor.

3.15 The contractor requires our consent on all major layout and construction decisions. The place and time of these co-ordination meetings must be agreed with us 14 calendar days in advance.

3.16 The contractor shall provide us with information in writing and without being requested, and a suitable period in advance, on the deadlines by which it requires necessary decisions from us and when any necessary documents need to be made available to the contractor.

4 Commissioning

4.1 The commissioning date must be agreed with us. If several interconnected installations need to be commissioned, we or our representative will co-ordinate the overall commissioning.

4.2 The contractor carries out the commissioning for its scope of performance at its own responsibility and under its own management. We shall supply at no extra charge the necessary consumables and the operating staff.

4.3 The contractor must comply with our instructions. Because the co-ordination of the mutually dependent installations requires time, the contractor must take into consideration an appropriate time period.

4.4 Commissioning in accordance with the regulations is considered completed when the demonstration of the faultless functioning of the installation, including all of the safety and ancillary equipment, is followed by 72 hours of uninterrupted operation complying with the performance we specified and no defects are indicated when the appropriate controls have been carried out.

5 Test operation

5.1 The test operation starts when commissioning has been completed.

5.2 The purpose of the test operation, which is run under the responsibility and risk of the contractor with its own properly qualified personnel, is to verify the unrestricted operational fitness of the scope of the performance.

5.3 We make the consumables required for the test operation available free of charge. During the test operation, the contractor shall instruct our operating staff so that they are familiar with every detail of the plant at the end of the test operation.

5.4 We reserve the right to determine daily operating periods. Our permission is required in advance if the personnel of the contractor is to be used for other assignments. In the event that we specify daily operating periods which are longer than the length of a shift, the contractor shall provide the staff required for alternate shift operations.

5.5 If problems occur during the test operation, the contractor is responsible for immediately correcting these problems at its own expense.

5.6 The contractor will keep a log on the course and the results of the test operation which must be signed by both parties. The log must include in particular information on any defects which are identified, the current contractual performance status, and the deadline for complete contractual fulfilment.

5.7 The time periods required by the contractor to undertake minor repair work and improvements during test operations shall be calculated as interruptions insofar as there is no fundamental defect which can only be corrected by converting the plant and does not exceed an interruption lasting more than 24 hours. We must be informed immediately about work of this kind. The test operation will be extended by the length of the interruption times caused by the contractor.

5.8 The test operation is considered a failure and terminated when:

- more than three outage periods are required by the contractor,
- the client is not immediately informed,
- the total outage time lasts more than 24 hours.

If the test operation is terminated, the agreed test operation period begins anew after all of the problems have been corrected.

5.9 We reserve the right to extend the test operation by up to four weeks at our own expense.

6 Acceptance

6.1 The acceptance by us takes place after successful test operations. The installation is accepted when all of the contractual performances have been fulfilled, in particular when the contractor has verified the special characteristics. A log must be prepared of the acceptance process using the form specified by us.

6.2 Insofar as the special characteristics are verified or complete fitness for functional purpose is established after the acceptance, this must also be recorded in a supplementary acceptance log.

6.3 We can accept partial performances at the request of the contractor if they represent independent parts of the contractual performance, or because they cannot be tested at a later date because of subsequent work which must be carried out. A log must be prepared of the partial acceptance using the form specified by us.

6.4 We reserve the right to use the results of the contractual performance of the contractor prior to acceptance for essential operational reasons. Use in this case is not tantamount to acceptance.

6.5 Acceptance cannot be refused as a result of a lack of verification of the special characteristics or the complete fitness for functional purpose of the plant if this is due to circumstances for which we are responsible. The lack of verification must be recorded in the acceptance log.

6.6 If decisions from the competent authorities are required for the use of the constructed installation, these become a condition for acceptance. A claim for partial acceptance cannot be construed from the existence of such a decision. The contractor bears the costs associated with negative or delayed decisions by the competent authorities if this occurs for reasons for which we are not responsible.

6.7 The contractor does not have the right to replace parts of the installation prior to acceptance without our authorization.

6.8 We are responsible for the costs for consumables which the contractor requires during the acceptance and during the preparations for acceptance (acceptance tests/measurements). The contractor bears the costs for providing acceptance personnel and the measuring equipment, including installation and dismantling.

6.9 If an independent expert is required in a dispute to provide an independent opinion on the measurements/tests carried out and/or to undertake renewed tests/measurements, the costs for the independent expert's services shall be at the expense of the unsuccessful party. Each party pays their own costs for the associated own services.

6.10 We reserve the right to provide control personnel at our own expense for the preparatory work undertaken ahead of the acceptance.

6.11 If the acceptance tests/measurements reveal that the agreed guarantee values have not been achieved and that the contractor must therefore make modifications or improvements to the installation or parts of the installation, the acceptance tests must be repeated once this corrective work has been completed. The costs for this work are borne by the contractor even if better values are achieved than the special characteristics.

6.12 The acceptance tests/measurements must take place in agreement with us or our representatives.

6.13 We are entitled to reserve additional claims for defects and rights when the acceptance is carried out prior to final acceptance by our client and insofar as additional defects are identified during the final acceptance.

DEEP Underground Engineering GmbH
Bad Zwischenahn 06/2015

Special ordering terms and conditions of DEEP Underground Engineering GmbH for purchase contracts

1. Validity of the conditions

These special ordering terms and conditions are the basis for all deliveries of goods we receive within the framework of a purchase contract and supplement and override our general ordering terms and conditions.

2. Shipment, transfer of risk, retention of title

2.1 The most favourable transport option for us must be selected insofar as we have not expressly specified special transport regulations. The deliveries must be packaged in such a manner as to ensure that transport damage is prevented. The contractor bears the costs for any miscarriage of deliveries insofar as the contractor is responsible for the transport or responsible for the miscarriage.

2.2 All of the shipments must include a packaging slip or delivery note. In addition, announcements of the shipment must be sent to our purchasing department as well as the specified destination address on the day of shipment.

2.3 All shipping papers must include the article name, the order number, the order date, the volumes and weights, and the nature of the packaging. Partial or residual deliveries must be marked as such.

2.4 The contractor bears the risk of loss, accidental destruction or damage independent of the pricing until complete transfer of the delivery to us.

2.5 We do not accept any retention of title of the contractor with respect to the goods with the exception of simple retention of title. Such exceeding title requires our prior written consent on a case-by-case basis.

3. Tests, supplementary regulations regarding the characteristics

3.1 The contractor is obliged to test the goods pursuant to the general German industrial standards and to make the test results available to us free of charge upon request. We also reserve the right to test the goods. Tests in this sense are not tantamount to a waiving of claims for defects.

3.2 The contractor guarantees that the goods have demonstrable date-independent parameters. With respect to time-related specifics such as dates, time periods and time steps (referred to hereinafter as: date specifics) this means that the goods work, function and can be used faultlessly and correctly without any restrictions pursuant to the contract also when interacting with other products. In particular:

- The date specifics of the goods must not give rise to any functional impairment, operating problems or operating outages of the goods or other products,
- The date specifics or the processing of date specifics must not produce any false results
- Leap years must be properly calculated and processed.

3.3 In the case of deviations with respect to the weight, the valid figure is the weight measured by us upon receipt of the goods unless the contractor can verify that the weight calculated by the contractor was correctly measured using a generally recognised method. This provision covers quantities in an analogous way.

4. Installation

4.1 The installation encompasses the installation of the scope of delivery ready for operation including any parts which may have been provided by us, and is undertaken with the sole responsibility of the contractor.

4.2 Installation also includes unloading, problem-free storage and transport of the scope of the delivery on the construction site to the place where the delivery is to be used. If storage possibilities are restricted, the scope of delivery shall be delivered in sections with our prior agreement and the sections should be capable of immediate installation.

4.3 Prior to the start of installation, the contractor must check the construction dimensions e.g. for foundations, openings and room dimensions, to ensure that they match the authorised drawings provided by us, and the contractor shall inform us immediately if there are any deviations.

4.4 Additional costs which the contractor accrues as a result of a delay of the start and/or the execution of the installation in accordance with our instructions must be reported immediately and the amounts verified individually.

4.5 The installation encompasses provision of all of the installation personnel including the management, supervisory and ancillary personnel, as well as all of the necessary scaffolding, lifting equipment, installation equipment, tools and ancillary equipment.

4.6 The contractor bears the responsibility for all of the installation personnel and shall provide the names of the construction supervisors and commissioning personnel before the work starts.

4.7 All of the travel allowances and travel expenses, other expenses, per diem rates and other ancillary costs for the contractor's personnel are already included in the installation costs.

4.8 Agreements must be reached in advance on the remuneration of any specialists and ancillary staff which may be provided by us before they start work.

4.9 Our special ordering conditions for work contracts apply supplementary to the installation services.

5. Notification of defects

5.1 When goods are delivered which we must inspect pursuant to Section 377 HGB (German Commercial Code), the deadline for investigating the goods and issuing a complaint for an obvious defect is 12 working days after receipt of the delivery. The complaint notification deadline in the case of hidden defects is 12 working days after discovery of the defect.

5.2 Our obligations to inspect goods do not start until the goods are delivered, even if the goods have been transferred to our ownership at an earlier date. Our obligations on receipt of the goods are restricted to inspecting the goods for transport damage, wrong deliveries or wrong quantities pursuant to the packaging details. Our obligation to inspect the goods for quality defects is restricted to a reasonable amount of random sampling.

5.3 We are entitled to inspect the goods at the contractor's premises prior to transport. In this case, our obligations to inspect after delivery are restricted to transport damage only.

DEEP Underground Engineering GmbH
Bad Zwischenahn 06/2015