

General Terms and Conditions (GTC)
Geo Engineering Service (as of August 2021)

§ 1

General - Scope

- (1) These General Terms and Conditions apply to all present and future deliveries and services of Geo Ingenieurservice Nord-Ost GmbH & Co. KG, Geo Ingenieur Team GmbH and Geo Ingenieurservice Nord-West GmbH & Co. (hereinafter referred to as "Contractor") towards the Principal (hereinafter referred to as "Principal").
- (2) Deviating, conflicting or supplementary general terms and conditions of the Principal shall not become part of the contract, even if they are known, unless their validity is expressly agreed to in writing by the Contractor.
- (3) These general terms and conditions do not apply to consumers within the meaning of Sect. 13 BGB (German Civil Code).

§ 2

Conclusion of the contract

- (1) The purchase order of the Principal is a binding offer. It shall be accepted by the Contractor by sending an order confirmation.
- (2) Unless otherwise specified in the offer, an offer from the Contractor can be accepted within 4 weeks in writing or in electronic form (e-mail or fax). Written communication by e-mail is preferred. If no acceptance takes place within the four weeks, the offer expires.

§ 3

Prices and terms of payment

- (1) The services of the Contractor's service personnel shall be invoiced on the basis of the working time spent, travel costs incurred, overnight accommodation costs in individual cases as well as materials used, expenses and fees (e.g. administrative fees).
- (2) The working time estimated in the offer or in the order confirmation is an estimate; the actual number of working hours is invoiced.
- (3) The working time of the Contractor's service personnel also includes work preparation and work follow-up.
- (4) Waiting times for which the Contractor or the companies commissioned by the Contractor are not responsible (e.g. weather conditions, bad weather due to wind, wave conditions, visibility, sea current, inadequate access route/crane site, unforeseen technical problems) shall be borne by the Principal and may be invoiced separately.
- (5) When calculating the Contractor's services, the prices for parts used, materials and special services as well as the prices for labor, travel and transport costs shall be shown separately in each case. Insofar as the

services are listed in detail in the offer or in the order confirmation, a reference thereto shall suffice, whereby only deviations in the scope of services shall be listed separately.

- (6) The statutory value added tax is not included in the Contractor's prices; it shall be shown separately in the invoice at the statutory rate on the day of invoicing, unless the Principal informs the Contractor that the service is not subject to value added tax.
- (7) Unless otherwise stated in the order confirmation, the remuneration shall be due for payment without deduction within 14 calendar days from the invoice date. After the due date, interest on arrears shall be charged at a rate of 9 percentage points above the respective base interest rate p.a..
- (8) The Principal shall check the correctness of an invoice from the Contractor within 14 calendar days of the invoice date. After this time, objections to the invoice are excluded.
- (9) The Principal may only offset such claims that are undisputed or have been legally established.

§ 4

Cooperation obligations of the Principal

- (1) The Principal shall support the Contractor's service personnel or the service personnel of the companies commissioned by the Contractor in the performance of the agreed services to the best of its ability and at its own expense. In particular, the personnel shall be provided free of charge with auxiliary staff, auxiliary materials, technical documentation and electricity, including the necessary connections and other accesses, insofar as this is necessary for the completion of the order.
- (2) The Principal shall take the measures necessary for the protection of persons and property at the place of the service. It shall also inform the Contractor's service personnel or the service personnel of the companies commissioned by the Contractor about existing special safety regulations, insofar as these are of importance for the service personnel.
- (3) For the services to be provided on site at the Principal's, the Principal shall name and keep available a contact person who is responsible, competent and authorized for all questions arising relating to the completion of the order.
- (4) The Principal is obligated to refrain from anything that causes/can cause the concluded contract for work and services to be ineffective pursuant to Sect. 9 AÜG (German Temporary Employment Act) or leads/can lead to such an event that causes/can cause one of the Contractor's employees to be considered / to be potentially considered an employee within the meaning of Sect. 611 a BGB (German Civil Code).

If the Principal culpably violates the obligation arising from the above paragraph, it shall be obliged to fully indemnify the Contractor from all resulting claims by third parties or the employee concerned, in particular from claims pursuant to Sections 10 AÜG (German Temporary Employment Act), 28e SGB IV, 150 SGB VII (German Social Code).

This claim for indemnification shall become time-barred in accordance with Sect. 199 of BGB (German Civil Code).

§ 5

Time of performance

- (1) Compliance with agreed deadlines for the performance of services shall be conditional upon timely receipt of all relevant documents as well as compliance with the terms of payment and other obligations of the Principal.
- (2) If no specific date for the performance of the service has been agreed, the Contractor shall notify the Principal of the date no later than ten days before the performance of the service. If the Principal does not wish the work to be carried out on the specified date, the Principal shall be obliged to notify the Contractor accordingly at least five days before the announced date on which the work is to be carried out. If this notification is not made or not made in time, the agreed remuneration shall be due in full.
- (3) If the performance of the Contractor's work is delayed due to force majeure, e.g. lack of official permits through no fault of the Contractor, industrial action, lockout, administrative orders, accidents or bad weather, the period of performance shall be extended accordingly.
- (4) If the Principal suffers demonstrable damage as a result of a delay on the part of the Contractor, it shall be entitled to demand lump-sum compensation for the delay. It shall amount to 0.5% for each full week of delay, but in total not more than 5% of the price for the service for that part on which the Contractor has to provide a service and which cannot be used in time due to the delay. Further claims due to delay are excluded, this does not apply in case of intent or personal injury.
- (5) If the Principal is in default of acceptance or culpably violates other duties to cooperate, the Contractor shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses. Further claims or rights remain reserved.

§ 6

Acceptance

- (1) The Principal shall be obliged to accept the service performance (including geophysical and geotechnical surveys with multibeam and singlebeam echosounders, magnetometers, side scan sonars, sub-bottom-profiler and other survey related equipment, site supervision, coordination of health and safety and other hydrographic and terrestrial survey methods). If the service proves not to be in accordance with the contract, the Contractor shall be obliged to remedy the defect in accordance with § 8, insofar as this is possible for the respective service. This shall not apply if the defect is insignificant for the interests of the Principal or is due to a circumstance attributable to the Principal. If there is a non-essential defect, the Principal may not refuse acceptance.
- (2) If acceptance is delayed through no fault of the Contractor, acceptance shall be deemed to have taken place two weeks after the completion of the service has been notified.
- (3) Upon acceptance, the Contractor's liability for recognizable defects shall cease, unless the Principal has reserved the right to assert a specific defect.

§ 7

Retention of title and transfer of ownership

- (1) The Contractor shall retain title to the goods or all accessories, spare parts and replacement parts used or products and data generated until full payment of the agreed order amount has been received and until all payments arising from the respective contractual relationship have been received. In case of breach of contract by the Principal, including default of payment, the Contractor shall be entitled to take back the goods.
- (2) Dismantled old/defective parts shall become the property of the Contractor and shall be kept for three weeks from the time of dismantling for any inspections / findings. After expiry of this period, the old/defective parts will be sent for reconditioning or scrapping.

§ 8

Warranty

- (1) The prerequisite for any warranty rights of the Principal is its proper fulfillment of all inspection and complaint obligations owed in accordance with Sect. 377 HGB (German Commercial Code).
- (2) In the event of justified complaints, the Contractor shall be entitled to choose between subsequent performance by way of eliminating the defects or delivering new goods free of defects.
- (3) If the subsequent performance fails, the Principal shall be entitled, at its discretion, to demand cancellation of the contract or a reduction in price. A subsequent improvement shall be deemed to have failed after the second attempt in accordance with Sect. 440 sentence 2 BGB (German Civil Code), unless the nature of the item or the defect or the other circumstances in particular indicate otherwise.
- (4) The warranty does not cover natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials or which arise due to special external influences. The warranty does not apply to wearing parts such as brake linings, seals, coolants and lubricants, filters, illuminants, accumulators or rubber dampers, which are subject to function-related wear and tear, insofar as these are not production or material defects. If the Principal or third parties carry out improper modifications or repair work, there shall be no warranty for these and the resulting consequences.
- (5) Insignificant deviations from the agreed quality or insignificant impairments of the usability do not constitute defects of the delivered item.
- (6) The Principal's warranty claims shall become statute-barred after 12 months from acceptance.

§ 9

Liability and insurance

- (1) The Contractor shall be liable in accordance with the statutory provisions insofar as the Principal asserts claims for damages which are based on intent or gross negligence on the part of the Contractor. In cases of simple negligence, the Contractor's liability shall be limited to the foreseeable damage typical for the contract.
- (2) Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.
- (3) Unless otherwise stipulated above, liability is excluded, this applies in particular to financial losses, other consequential damages and lost profits.

(4) The Contractor shall maintain liability insurance in the amount of for property damage and personal injury and for other damage for the period of its performance until acceptance of its services. Further insurances are owed by the Contractor only based on an individual agreement.

§ 10

Data protection and confidentiality

(1) Within the scope of the cooperation between the Principal and the Contractor, the Contractor may have access to personal data provided by the Principal. By placing the order, the Principal agrees that the Contractor may use the personal data provided by the Principal for the performance of the contract or for the implementation of pre-contractual measures as follows:

- Sending offers, order confirmations, invoices and invoice corrections as hardcopy or in electronic form is permitted.
- Sending information about all issues necessary in the current business process by mail, telephone or e-mail
- Data of employees involved in the business process may be contacted for these purposes as well as archived until revoked
- Personal data may - as far as the contractual relationship requires so (Art. 6 para. p1. 1 lit. B GDPR) - be passed on to third parties.

(2) The Contractor shall use personal data exclusively for the contractually intended purpose.

(3) The Contractor shall be obliged to take the measures required under Art. 32 of the GDPR to ensure the security of the processing and to achieve a level of data protection appropriate to the risk and to prove this to the Principal upon request. The Contractor shall support the Principal with regard to the fulfillment of the data subject rights pursuant to Art. 12 to 23 GDPR as well as the obligations incumbent upon the Principal pursuant to Art. 32 to 36 GDPR upon first request.

(4) The Contractor agrees that the Principal is generally entitled, by appointment, to inspect compliance with the regulations on data protection and data security itself or through third parties commissioned by it.

(5) The Contractor undertakes to maintain confidentiality when processing the Principal's personal data in accordance with the order.

(6) The Contractor warrants that all persons involved in the processing of personal data have undertaken to maintain confidentiality and data protection during the period of their activity and after termination of the employment relationship in an appropriate manner.

(7) According to Art. 7 (3) GDPR, the Principal has the right to revoke the consent.

(8) The Principal has a right of objection according to Art. 21 GDPR.

§ 11

Final provisions

- (1) The Contractor shall be entitled to use third parties to fulfill its contractual obligations.
- (2) An assignment of claims against the Contractor which are not purely monetary claims is not permitted (non-assignment clause).
- (3) Amendments, supplements and ancillary agreements to the contract and these GTC must be made in writing.
- (4) Should any provision of these GTC be or become invalid or should a loophole become apparent, the validity of the remaining provisions shall not be affected thereby. In this case, the parties undertake to agree or achieve the intended purpose by agreeing on a different provision.
- (5) The legal relations between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (6) The place of jurisdiction is Stralsund.