

Clause 1 – Scope of the Fitting Conditions

1.1 These Fitting Conditions apply to all business between Forbo Siegling GmbH and its affiliated companies ("Forbo") pursuant to article 15 of AktG [the German Stock Corporations Act] and the customer, who is not a consumer, as defined in article 13 BGB [German Civil Code], even if these Fitting Conditions are not referred to or explicitly included as part of subsequent contracts. If the customer has additional terms and conditions that conflict with, supplement or depart from these Fitting Conditions, the customer's terms and conditions will not become part of the contract unless Forbo expressly agrees to this in writing. These Fitting Conditions will also apply if Forbo renders Services without reservation although it is aware of different or conflicting conditions. Products are shipped based on the General Conditions of Sale (which can be downloaded at forbo-siegling.com).

These Fitting Conditions govern the following services and activities in particular: Repairs, fitting and removal of conveyor belts and/or power transmission belts, carrying out measurements, cleaning and other comparable services. Servicing and maintenance work are not covered by these Fitting Conditions. All services and activities covered by these Fitting Conditions are called Services and any objects and materials required to render the Services are called Service Equipment. Fitting is part of Services carried out. All fitters, representatives or agents working for Forbo are called Employees, regardless of whether they are employed by Forbo or not. A senior Employee is called a Fitting Supervisor.

1.2 Any framework agreements signed between Forbo and the customer take precedence. Such framework agreements will be supplemented by these Fitting Conditions, unless any other special regulations have been made.

Clause 2 – Quotes and conclusion of contracts

2.1 Forbo's quotes and cost estimates are subject to change and non-binding unless otherwise categorically specified.

2.2 The contract comes into force once Forbo submits a quote and the customer accepts the quote without reservation. If the customer issues a quote, Forbo must accept the quote in writing or by e-mail ("Order Confirmation") for the contract to come into force. Any Order Confirmation drawn up automatically, but where a signature or name is not given, is deemed to be in writing. Should there be obvious errors, spelling mistakes or miscalculations in the quote or Order Confirmation, Forbo considers such quotes or Order Confirmations to be non-binding. However, a contract under these Fitting Conditions comes into force as soon as Forbo starts performing the Services at the latest.

2.3 Forbo will abide by the cost estimates for three weeks after their submission. If an order is placed following the cost estimate, any expenses for the cost estimate will be offset against the final invoice.

Clause 3 – Scope of Services

3.1 Unless otherwise agreed, the performance of Services owed by Forbo is to fit the products it has delivered. The exact details of the Services to be provided by Forbo are stated either in Forbo's quote or the Order Confirmation as specified in clause 2.2.

3.2 Disassembly of machines or parts thereof, cleaning and other preparatory work, reassembly of machines after completion of the Services agreed by contract and operating the machines during trial runs are not included in the Services provided, but can be agreed separately in individual contracts.

3.3 The customer must notify Forbo in writing of any changes in the way the Services are carried out (junction, duration, scope etc.) compared with agreements previously made and Forbo's consent to such changes is required.

Clause 4 – Prices and payment

4.1 Services will be billed depending on the time taken, unless a flat rate or other form of remuneration has been specifically agreed. In this case, the invoice will be based on appropriate and customary remuneration for the time taken in each case, unless otherwise specified. Should billing between the parties have taken place in the past, the calculation of the remuneration owing will be based on this. Travelling and waiting times are considered working hours.

4.2 The price agreed is in EUROS. The prices agreed are net, without VAT, which must be paid on top.

4.3 Once the Services have been performed, or on a daily basis if several days are required, the customer must certify the hours the Employee has taken and that the work has been completed on the fitting report the Employee presents to the customer. Forbo's invoicing is based on the information the Employee provides.

4.4 Forbo reserves the right to raise prices four months after conclusion of contract if costs increase subsequently, in particular due to collective wage agreements, or rises in the prices of materials that are outside Forbo's control.

4.5 The costs of the fitting job are due after acceptance and on receipt of the invoice. Payments must be made onto Forbo's account without deduction. The statutory rules concerning payment default apply.

4.6 A payment is deemed to have been made once it is on Forbo's account.

4.7 If a payment deadline is exceeded, Forbo is entitled to charge default interest of 9 percentage points above the base rate (article 247 BGB – German Civil Code). Forbo reserves the right to claim further damages. In this respect, Forbo has the right to demand a flat rate of EUR 40.00 in the event of a default in payment, which will be offset against any damages owed.

4.8 Forbo Employees are not entitled to receive payments.

4.9 The customer is only entitled to rights of set-off and retention if his or her counterclaim has been established by due legal process, recognised by Forbo or is undisputed. The customer may only exercise a right of retention, if his or her counterclaim is based on the same contractual relationship. Forbo may withhold the Services owed to the customer due to its own entitlements – including conditional or temporary entitlements – even if these are not based on the same legal relationship.

Clause 5 – Fitting period and delays

5.1 Both binding and non-binding dates for fitting jobs can be agreed.

5.2 If compliance with a binding fitting deadline has been agreed, the deadline is deemed to have been complied with if the customer can carry out a trial run by the time the deadline expires.

5.3 If failure to comply with the fitting deadline is due to circumstances beyond the control of Forbo or its Employees, the fitting deadline will be extended. This also applies if Forbo should be delayed in providing the Services. The customer must meet any costs incurred due to a delay in providing the Services, for which Forbo is not responsible, in particular for waiting times or extra travel required of the Employees.

Clause 6 – Duty of cooperation by the customer

6.1 If necessary, the customer must assist Forbo appropriately in carrying out the Services owed by contract.

6.2 Forbo has the right to appoint subcontractors to fulfil this contract. The customer has an equal duty of cooperation in this case too.

6.3 In order to perform the Services, the customer must provide Forbo Employees with access to the site where the fitting job is carried out, to the object to be fitted and all other areas. The customer must carry out all preparatory work and perform all duties of cooperation described below in a timely manner so that Forbo Employees can start the fitting job without hindrance as soon as they arrive on the customer's premises and can complete the job without delay. In particular, the customer must furnish all the information required for Forbo to provide the Services in time and, if necessary, assist with communications between Forbo and third parties (partners).

6.4 If necessary, the customer must provide any assistants required by Forbo, insure such assistants as demanded by statute, meet the costs for such assistants and comply with any other duties of cooperation. The customer must ensure that the assistants follow instructions given by Forbo's Fitting Supervisor. Forbo accepts no liability for the assistants. Forbo accepts liability, to the extent stated in clause 10, for any defects or damage caused by the assistants based on instructions by the Fitting Supervisor.

6.5 The customer ensures that Forbo Employees are not exposed to safety and health risks as a result of performing the Services. Before performing the Services, Forbo, in other words the Fitting Supervisor on site, must be notified of any safety regulations that Forbo's Employees need to comply with on the premises. This applies in particular to any protective equipment or other safety measures required. Should the customer not comply with his or her responsibility, Forbo is entitled to refuse to carry out or terminate the Services performed; the customer is still obliged to provide remuneration nevertheless. In particular, the customer must take requisite precautions to protect people and property on site. The customer must carry out safety briefings to Forbo Employees and inform Forbo of any violations by the fitting personnel of the safety regulations.

6.6 The customer must provide the required equipment (hoisting platforms, fork-lift trucks, scaffolding etc.), as well as an electricity supply, lighting, water and heating.

6.7 The customer will carry out an agreed trial run in the presence of the Forbo's Fitting Supervisor.

6.8 The customer must obtain all permits required, e.g., for working on Sundays or public holidays.

6.9 If the customer has a duty to cooperate, such duty is an obligation to provide advance performance.

Clause 7 – Acceptance and bearing of risk

7.1 The customer must provide acceptance of the Services carried out as soon as he or she has been notified that the Services have been performed and – if agreed by contract – a trial run has been carried out.

7.2 If the customer does not provide acceptance of the Services, Forbo has recourse to its statutory rights. If there is no substantial defect, the customer cannot refuse acceptance of the Services. Acceptance is deemed to have been given if, after notification in writing that the Services have been completed and acceptance is required, the customer does not provide acceptance of the Services carried out within twelve (12) days, unless the parties have agreed a different deadline, or if the customer has already made use of the result of the Services provided.

7.3 If the Services cannot be rendered or cannot be rendered in full for reasons beyond Forbo's control, the customer will compensate Forbo for any services already rendered and for any expenses incurred.

7.4 If the customer gives acceptance of a defective object on which Services have been performed despite being aware of the defect, he or she will only be entitled to the statutory warranty rights if he or she has reserved his or her rights on account of the defect when acceptance was given.

Clause 8 – Right of lien

8.1 Where receivables are owed by contract, Forbo is entitled to a lien on the objects that have come into its possession on the basis of the contract.

Clause 9 – Retention of title

9.1 The items fitted will remain Forbo's property until they have been paid for in full, if they were previously Forbo's property.

9.2 The customer must treat such items subject to retention of title ("Items Subject to Retention of Title") with care for the period of the retention of title. In particular, the customer must meet the costs for adequately insuring such items against fire, water and theft for the value it would cost to replace them. The customer assigns all entitlements for compensation arising from this insurance cover to Forbo. Forbo accepts such assignment. Should an assignment not be permissible, the customer must instruct his or her insurer irrevocably to only make any payments to Forbo. Further entitlements on the part of Forbo are without prejudice. On request, the customer must prove to Forbo that an insurance policy has been purchased.

9.3 If items in conjunction with the Services furnished are combined with other items that do not belong to Forbo and form one single item, Forbo obtains co-ownership of such single item proportionate to the value of the items provided in conjunction with the Services to the other items (final amount on the invoice including VAT) at the time all the items were combined. If the items provided during performance of the Services are combined with other items in such a way that the customer's item is to be regarded as the main item, the customer assigns proportionate co-ownership of the item to Forbo, which Forbo is to accept.

9.4 The customer is entitled to sell the items on which the Services have been carried out in the ordinary course of business until such entitlement is revoked. The customer is not entitled to pledge the items on which the Services have been carried out, to assign them by way of security or to make any other dispositions that put Forbo's property at risk. In the event of seizure or other interventions by third parties, the customer will notify Forbo in writing without delay and provide all necessary information, inform the third party of Forbo's ownership rights and cooperate in any action taken by Forbo to protect the items on which the Services have been carried out and which are subject to retention of title.

9.5 The customer assigns any receivables from the resale of the items upon which the Services have been carried out as stated on the relevant invoice including VAT and all ancillary rights to Forbo. Forbo accepts such assignment.

9.6 Until such authorisation is revoked, the customer may collect the receivables assigned to Forbo in trust for Forbo in its own name without prejudice to Forbo's right to collect such receivables itself. However, Forbo will not collect the receivables itself or revoke the direct debit mandate as long as the customer meets his or her payment obligations.

9.7 Forbo can revoke the customer's right to resell the aforementioned items, as well as the direct debit mandate, if the customer fails to properly meet his or her payment obligations to Forbo, defaults in payment, suspends payments or if insolvency proceedings are instigated against the customer's assets.

- 9.8 At the customer's request, Forbo must release existing collateral to the extent that the realisable value of the collateral, taking into account customary bank valuation discounts, exceeds Forbo's receivables arising from the business relationship with the customer by more than 10%. Forbo can choose the collateral to be released.
- 9.9 Where performance of the Services is provided in other jurisdictions in which the retention of title provision in clause 9 is not legal, the customer gives Forbo an appropriate right to collateral. If further measures are required for such purpose, the customer will do everything possible to grant Forbo such a right to collateral without delay. The customer will cooperate with all measures necessary and conducive to the effectiveness and enforceability of such collateral rights.

Clause 10 – Entitlements due to defects

- 10.1 The customer's rights regarding defects require the customer to notify Forbo in writing without delay of any obvious defects when performance of the Services is accepted. The customer must notify Forbo without delay and in writing of any hidden defects as soon as these are discovered. Should the customer fail to report defects in the customary manner, Forbo has no obligation to accept liability for such defects. If possible, the customer should include photos of the defects when these are reported in writing to Forbo.
- 10.2 If there are no justified grounds for reporting a defect, Forbo is entitled to demand reimbursement of the expenses incurred while investigating the defect from the customer, unless the customer can prove a lack of culpability in this respect.
- 10.3 Should, pursuant to clause 1.2, defective performance of the Services occur, Forbo may use its own discretion to remedy the defect or provide performance free of defects.
- 10.4 Entitlements arising from defects are not incurred in the following cases:
- 10.4.1 Natural wear and tear;
 - 10.4.2 Defects that occur after the transfer of risk as a result of improper handling (for example, not following operating instructions), improper storage or excessive use;
 - 10.4.3 Defects that occur due to force majeure, exceptional external factors not factored into the contract, or because the items provided as part of performance of the Services were not used in a customary way or as specified by contract.
- 10.5 Forbo is entitled, by law, to refuse to provide subsequent performance of the Services. Should Forbo refuse to provide subsequent performance, or should such performance be unsuccessful or not be reasonable to the customer, the customer is entitled to a reduction (in the remuneration). The customer can only withdraw from the contract if it can be proved that performance of the Services is of no interest to the customer despite the reduction in the remuneration. Entitlements to subsequent performance are ruled out in the case of nonconformities that are minor or deemed reasonable for the customer.
- 10.6 The customer is not entitled to remedy the defect, or appoint other third parties to do so, and demand that Forbo meet the relevant costs incurred.
- 10.7 The customer has no entitlements to rights arising from defects, if, without Forbo's consent, it interferes with or makes changes to items upon which the Services have been rendered, unless the customer can prove that the defects were not caused by such interference or changes.
- 10.8 The statute of limitations for entitlements due to defects is one year from the regulation concerned on acceptance of these Fitting Conditions pursuant to clauses 7.1 and 7.2, unless the defect was fraudulently concealed. The statute of limitations also starts if the customer defaults on acceptance. Such statute of limitations also applies to entitlements in tort based on a defect in performance of the Services.

Clause 11 – Liability for damages and reimbursement of expenses

- 11.1 Forbo is liable for damage caused or poor performance it or its legal representatives or agents have provided wilfully or due to gross negligence. Liability will arise if material obligations, essential for the proper execution of the contract, are breached and which the customer has relied on and could also be expected to rely on and which jeopardise the achievement of the contract's purpose (key contractual duties) if these are culpably not fulfilled, or if a guarantee of a particular specification has been given, or if lives are lost, or physical injuries or harm to health have occurred, even in the case of ordinary negligence.

- 11.2 In the case of an infringement due to ordinary negligence of the key contractual duties stated in clause 11.1, Forbo's liability is limited to the predictable, average loss typical for the type of performance of the Services. This also applies to infringements due to ordinary negligence on the part of Forbo's legal representatives and agents.
- 11.3 Subject to the provisions of clauses 11.1 and 11.2, Forbo is not liable for any damage resulting from the use of defective products provided or specified by the customer.
- 11.4 Forbo is only liable for damage resulting from a delay in performance of the Services in the case of intent or gross negligence without prejudice to the customer's other rights in the event of default.
- 11.5 Except in the case of intent and gross negligence, Forbo is not liable for consequential damages and indirect damage, such as additional expenses, lost profits or savings that have failed to materialise.
- 11.6 Should it be liable for ordinary negligence, Forbo's obligation to pay compensation for damage to property and any further resulting financial losses is limited to the liability insurance cover to be taken out by Forbo for each claim, even if a breach of material contractual obligations has occurred.
- 11.7 Forbo is not liable for damage resulting from the customer not complying with duties of cooperation. Should Forbo incur losses due to the customer not complying with duties of cooperation, the customer must reimburse Forbo for such losses.

Clause 12 – Property rights/copyrights/confidentiality

- 12.1 Forbo retains all rights to patents, utility models and registered designs, trademarks, equipment and other industrial property rights as well as copyrights to the Services. Such rights also include product names, software and rights to names and official identification marks.
- 12.2 The customer must maintain secrecy regarding all information received from Forbo, and which is specified as being confidential or clearly concerns business or trade secrets, for a period of two years after acceptance or equivalent implied acceptance of the Services performed and to neither record nor disclose nor exploit such information.

Clause 13 – Force majeure

- 13.1 If Forbo is prevented from fulfilling its contractual obligations, in particular from providing the Services, due to force majeure pursuant to clause 13.2, Forbo's duty to provide the Services will be waived for the duration of the impediment as well as a reasonable preparatory period, without being obliged to compensate the customer for damages. The same will apply if the performance of Forbo's obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances beyond its control, in particular due to measures by regulatory bodies (irrespective of the legality), energy shortages, lack of means of transport, power failures, failure of telecommunication connections or significant operational disruptions.
- 13.2 Force majeure is considered any extraordinary, unpredictable events beyond the control of the parties to the contract, such as, in particular, natural disasters, pandemics, epidemics, terrorist attacks, political unrest, blockades, sabotage, embargos, strikes, lock-outs and other industrial disputes.
- 13.3 Forbo will notify the customers about the events concerned in a timely manner.
- 13.4 Forbo is entitled to withdraw from the contract if such an impediment, as stated in clause 13.1, lasts more than two months and it is no longer in Forbo's interest, due to the impediment, to fulfil the contract. At the customer's request, Forbo must state, once the deadline has elapsed, whether it will make use of its right of withdrawal from the contract.

Clause 14 – Applicable law, venue and place of performance

- 14.1 German law, under the exclusion of the UN Convention on Contracts for International Sale of Goods (CISG), will apply. The contract's language is German.
- 14.2 Forbo's place of business in Hanover, Germany, is the exclusive – also international – venue for all disputes arising directly or indirectly from this contractual relationship. However, Forbo is also entitled to sue the customer at the customer's venue or at any other permissible venue.
- 14.3 The place of performance for any performance rendered by the customer and Forbo is Forbo's registered office in Hanover, Germany, unless the specific nature of the performance indicates otherwise.

Clause 15 – The written form

- 15.1 Collateral contracts are only valid if made in writing. Amendments and/or supplements must be made in writing. This also applies to any waiver of this requirement for the written form.

Clause 16 – Severability clause

Any provision in these Fitting Conditions, or any provision in other agreements made between Forbo and the customer, that is in breach of statutory regulations in whole or in part, or becomes void or unenforceable for any other reason, will not prejudice the validity of the remaining conditions or agreements. Forbo and the customer must replace such provision with a provision that approximates the intention of the parties to the contract in commercial terms as closely as possible at the time the contract was concluded. The same applies should a provision be lacking.