

## GENERAL TERMS AND CONDITIONS OF INSTALLATION

General Terms and Conditions of Installation (hereinafter “AMB”) of Frey & Co. GmbH (hereinafter “FREY”) for use in dealings with businesses (hereinafter “Businesses”)

### IMPORTANT NOTICE

This English version is provided solely for convenience and information purposes.

In the event of any discrepancy, inconsistency or ambiguity between the German and English versions of these General Installation Terms and Conditions („AMB”), the German-language version shall prevail and shall remain the sole legally binding version.

Version 06/2026

## 1. GENERAL PROVISIONS; SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of FREY apply exclusively to all installation services undertaken by FREY, including inspections and repair work. Any terms and conditions of the contractor that deviate from or conflict with these General Terms and Conditions shall not be recognised by FREY, unless FREY has expressly agreed to their validity in writing. This requirement for consent shall also apply if FREY carries out the delivery to the contractor without reservation whilst being aware of the contractor’s terms and conditions. In addition, FREY’s General Terms and Conditions of Sale and Delivery shall apply.
- 1.2 No verbal side agreements have been made. All agreements between FREY and the contractor must be in writing. This applies in particular to legally significant declarations and notifications to be made by the contractor to FREY after the conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of withdrawal or reduction).
- 1.3 These General Terms and Conditions apply only to businesses, legal entities governed by public law and special funds governed by public law within the meaning of Section 310(1) of the German Civil Code (BGB).
- 1.4 These General Terms and Conditions shall also apply to all future contracts with the contractor, even if FREY no longer expressly refers to them..

## 2. ORDERS; MODIFICATIONS

- 2.1 Contracts are concluded in accordance with the terms and conditions of the supply order, provided that the order includes installation services; otherwise, FREY may accept quotations within two weeks of receipt. Orders placed by the contractor constitute binding offers. Acceptance takes place by means of a declaration or by the performance of the service.
- 2.2 The performance of the installation contract shall be governed exclusively by the specifications agreed in the contract. FREY may at any time make changes to the performance of the installation contract, provided that such changes (a) are necessary to comply with statutory or regulatory requirements, (b) do not materially impair the nature and function of the contract, and (c) are reasonable for the contractor.

### **3. SERVICES PROVIDED BY FREY**

- 3.1 Unless otherwise agreed in writing between the parties, the installation services provided by FREY shall comprise bringing the items supplied by FREY into a condition in which they are mechanically and electrically ready for operation.
- 3.2 The following are generally not included in the services provided by FREY
  - 3.2.1 Additional work to be carried out by the contractor, in particular the laying and connection of supply lines of any kind, the carrying out of electrical installations, and the assembly and commissioning of units or systems that are not included in our scope of supply.
  - 3.2.2 any necessary acceptance testing required under the relevant accident prevention regulations, unless otherwise agreed in writing.
- 3.3 FREY is entitled to use subcontractors.

### **4. PRICES; TERMS OF PAYMENT**

- 4.1 Unless otherwise agreed, the prices quoted by FREY at the time the contract is concluded shall apply. FREY's prices are calculated on a time and materials basis in accordance with the current installation rates provided by FREY; they are quoted in euros and are subject to the applicable VAT.
- 4.2 If, notwithstanding clause 5.1 below, FREY is required to supply installation aids, FREY shall invoice the costs incurred for this separately.
- 4.3 Any agreement on a flat rate must be made expressly. FREY calculates its flat-rate quotes on the following basis:
  - 4.3.1 Commencement of installation within the agreed timeframe and on schedule;
  - 4.3.2 the installation proceeding normally and without interruption; and
  - 4.3.3 Installation during normal working hours and on working days, but with the contractor ensuring that the services undertaken by FREY can also be performed outside or in addition to normal working hours
  - 4.3.4 Should the aforementioned basis for price calculation not be met or available for reasons attributable to the Client, or should the Client request changes to the installation services undertaken by FREY or additional services, the resulting additional costs will be invoiced to the Client separately in accordance with FREY's installation rates. This also applies to installation services requested by the contractor outside normal working hours and on non-working days.
- 4.4 Work reports, which FREY's fitters submit to the contractor for signature, serve as proof of the work carried out.
- 4.5 In order to determine whether installation services within the European Union are eligible for VAT exemption, FREY requires the following information from the business

- 4.5.1 the VAT registration number;
- 4.5.2 the name and address of the trader;
- 4.5.3 the destination, and
- 4.5.4 the provision of all documents required to prove a tax-exempt intra-Community supply (invoices, delivery notes, etc.).
- 4.5.5 In the event that FREY is required to pay additional VAT as a result of incorrect or incomplete information provided by the contractor, FREY shall be entitled to pass this amount on to the contractor. If the inaccuracy or incompleteness of the information is due to the contractor's fault, the contractor shall be liable to pay compensation to FREY.
- 4.6 Payments must be made in accordance with the terms of the supply order where the order includes installation services; otherwise, payment is due immediately upon invoicing and without deduction.

## 5. THE CONTRACTOR'S INVOLVEMENT

- 5.1 The Contractor is obliged to cooperate to the extent necessary for the full and timely performance of the contract. This applies in particular to the following services provided free of charge by FREY:
  - 5.1.1.1 Obtaining all necessary public or private law authorisations and permits, as well as any special permits required in the event of overtime, for example for work on Sundays and public holidays, or in the event of particular hazards;
  - 5.1.2 Provision and, where necessary, creation of an access route to the installation site that is suitable for lorries and mobile cranes not designed for off-road use, whereby the route must remain passable throughout the entire duration of the installation work, both inside and outside the hall area;
  - 5.1.3 Unloading of the delivered materials, transport and proper storage of all delivered materials at the installation site, protected against theft, damage and the effects of the weather;
  - 5.1.4 (Interim) transport to the installation site, including assembly and dismantling, and the provision of suitable equipment for interim transport and loading operations (e.g. cranes, forklift trucks);
  - 5.1.5 Provision of the lifting and slinging equipment required for installation (e.g. cranes, forklift trucks, slings) as well as any protective equipment required by the relevant occupational health and safety authority and all necessary utilities such as electricity, water, compressed air, welding gases and fuels, including the necessary connections at the installation site;
  - 5.1.6 Adequate lighting at the installation site;
  - 5.1.7 following (interim) storage, the cleaning of the material supplied by FREY, in-

- sofar as it has become soiled for reasons attributable to the contractor, and its transport to the installation site;
- 5.1.8 Dry, well-lit and lockable rooms in the immediate vicinity of the installation site for the storage of special parts, tools, etc.,
  - 5.1.9 suitable accommodation for FREY's fitters, equipped with all necessary furnishings and fittings, including heating, lighting, washing facilities and sanitary facilities; Providing protective clothing and safety equipment where required due to special circumstances at the installation site.
  - 5.1.10 Protective clothing and protective equipment, where these are required due to specific circumstances at the installation site.
- 5.2 The Contractor must ensure that FREY's fitters are able to commence the installation work immediately upon arrival and within the agreed timeframe, and that the installation work undertaken by FREY can be carried out without delays or interruptions attributable to the Contractor. This also includes the Contractor providing FREY with the necessary plans, drawings and other instructions in good time before installation begins. The Contractor must ensure that the tolerances are not exceeded in accordance with the plans agreed between the parties (plans, drawings, etc.).
- 5.3 If the Contractor fails to fulfil any of the obligations set out in this Clause 5, FREY shall be entitled to set the Contractor a reasonable period of grace for performance. Upon the fruitless expiry of the grace period, FREY shall be entitled, but not obliged, to perform the obligation incumbent upon the Contractor in its stead and at the Contractor's expense. FREY expressly reserves the right to assert any further rights.

## 6. SAFETY AND ACCIDENT PREVENTION

- 6.1 The contractor must inform FREY, in good time before installation work begins, of the health and safety and accident prevention regulations applicable at the installation site.
- 6.2 The contractor must take the necessary safety precautions to protect persons and property at the site where the installation work is being carried out. The equipment to be provided by the contractor must comply with the relevant safety regulations, in particular accident prevention regulations.
- 6.3 The contractor must inform FREY's fitters on site of the applicable safety regulations, insofar as these are relevant to the performance of the installation work. Any site or project manager appointed by the contractor must ensure that FREY's fitters comply with the safety and accident prevention regulations. The contractor must notify FREY immediately of any breaches. In the event of serious breaches, the contractor may, in consultation with FREY, refuse the offender access to the installation site.
- 6.4 In the event of emergencies or accidents, the contractor is obliged to provide FREY's fitters with appropriate assistance and to inform FREY immediately.

## 7. 7. INSTALLATION PERIODS; DELAY

- 7.1 Installation deadlines are only binding if FREY has expressly confirmed them in writing as such. However, FREY will endeavour to meet even non-binding installation deadlines. An installation deadline shall not commence until all technical issues necessary for the performance of the service have been clarified, all documents to be supplied by the contractor or necessary approvals have been received in good time, and all other obligations of the contractor have been fulfilled in a timely and proper manner.
- 7.2 A binding installation deadline shall be deemed to have been met if, by the time it expires, the item to be installed is ready for handover to the contractor or, in the event of a contractually agreed trial run, ready for such a trial run to be carried out. In the event of additional or extended orders placed at a later date, or where additional installation work is required, the agreed installation deadline shall be extended accordingly.
- 7.3 Events of force majeure entitle FREY – even whilst in default – to postpone the installation work for the duration of the hindrance. Force majeure shall include all circumstances for which FREY is not responsible and which temporarily render the provision of installation services impossible or unreasonably difficult, in particular lawful strikes or lockouts, delays in FREY's own supply for which the contractor is not responsible, official measures, import and export bans, shortages of energy and raw materials, and war. FREY shall inform the contractor of this without delay.
- 7.4 If the hindrance referred to in clause 7.3 above lasts for more than two months, the contractor shall be entitled, after setting a reasonable grace period, to withdraw from the contract if he can demonstrate that, due to the delay, the outstanding performance of the contract is no longer of interest to him.
- 7.5 If circumstances for which the contractor is responsible result in waiting times, the agreed installation period or daily travel times being exceeded, or the contractor having to make multiple journeys, any resulting postponements shall not constitute a delay on the part of FREY. The contractor shall bear the additional costs incurred as a result, calculated on a time and materials basis in accordance with the applicable installation rates.
- 7.6 If installation is interrupted due to circumstances for which the contractor is responsible, the risk in respect of the installation work already carried out shall pass to the contractor for the duration of the interruption.
- 7.7 If an agreed installation deadline is exceeded without there being a reason as specified in clause 7.3 above, the contractor must grant FREY a reasonable grace period of at least two weeks in writing. If FREY also fails to meet this grace period through its own fault, the Contractor shall be entitled to withdraw from the contract, but not to claim damages for non-performance or delay, unless FREY is liable in accordance with clause 10.

## 8. ACCEPTANCE

- 8.1 As soon as FREY has completed the installation and brought the delivered item into a mechanically and electrically functional condition, or once any contractually stipulated testing of the installed delivered item has taken place, FREY shall notify the contractor thereof and, referring to the deemed acceptance under this clause 8.1, shall request acceptance. FREY and the Contractor shall draw up a report on the acceptance, which must be signed by both parties. The Contractor must inspect the installation work in full within a period of two weeks and either declare acceptance to FREY in writing or notify FREY in writing of any defects found. If the Contractor does not make any statement within the acceptance period, the installation work shall be deemed to have been accepted.
- 8.2 If the installation proves not to be in accordance with the contract, FREY shall be obliged to remedy the defect at its own expense. This shall not apply if and to the extent that the defect is of no significance to the contractor's interests or is attributable to a circumstance for which the contractor is responsible. In the event of a minor defect, the customer may not refuse acceptance.
- 8.3 Once the defects have been rectified, FREY shall again notify the contractor that the installation has been completed. The Contractor shall inspect the installation work within a period of five working days. If the reported defects have been rectified and no further defects arise that prevent the use of the delivered item in whole or in part, the Contractor must declare acceptance in writing within this new acceptance period. If the Contractor does not make such a declaration within this new acceptance period, the installation work shall be deemed to have been accepted.
- 8.4 Acceptance shall in any event be deemed to have taken place once the contractor begins to use the installed goods.
- 8.5 FREY expressly points out that the Contractor's acceptance of the goods does not automatically entitle the Contractor to commission and use them. The goods may only be commissioned once the Contractor has complied with all applicable legal and/or regulatory requirements.

## 9. WARRANTY

- 9.1 The contractor shall be solely responsible for deciding how to use the items supplied by FREY or any other services provided. Unless FREY has confirmed in writing that the items possess specific properties or are suitable for a contractually specified purpose, any advice on their application shall in all cases be non-binding.
- 9.2 If defects in the installation work carried out by FREY come to light after acceptance, the contractor must notify FREY of this in writing without delay. FREY is entitled and obliged to rectify the defect. The contractor must allow FREY reasonable time and opportunity to identify and rectify the defect. Only in urgent cases relating to operational safety and to prevent disproportionately large damage – of which FREY must be notified immediately – or if FREY is in default with regard to rectifying the defect, shall the contractor be entitled to rectify the defect itself or have it rectified by third parties

and to demand reimbursement of the necessary costs from FREY.

- 9.3 If FREY fails to fulfil its obligation to remedy the defect, and if the contractor sets FREY a reasonable grace period stating that it will refuse to accept the rectification of the defect once the period has expired, the contractor may, upon expiry of the period, reduce the agreed price or withdraw from the contract. The same applies if the rectification has failed or if rectification is impossible. Further claims for damages shall only arise in accordance with the provisions of Clause 10.
- 9.4 FREY's warranty does not cover natural wear and tear, nor does it cover damage arising after acceptance, in particular for the following reasons: unsuitable or improper use; faulty installation or commissioning by the contractor or third parties; damage caused by other trades; or modifications or repairs carried out without FREY's authorisation.
- 9.5 The limitation period for warranty claims is twelve months. It begins upon the contractor's declaration of acceptance or, in the event of the contractor's delay in acceptance, upon the expiry of the acceptance period.

## **10. LIMITATION OF LIABILITY; INDEMNIFICATION**

- 10.1 FREY shall be liable without limitation for wilful misconduct and gross negligence.
- 10.2 FREY shall only be liable for slight negligence insofar as a breach involves a duty whose fulfilment is essential to the proper performance of the order or contract (the Contract) and on whose observance the contractor may reasonably rely. In such cases, FREY's liability shall be limited to the foreseeable damage typical for such a contract.
- 10.3 The limitations and exclusions of liability set out in this clause 10 shall not apply to claims arising under the Product Liability Act or to damages resulting from injury to life, limb or health.
- 10.4 Where FREY's liability is excluded or limited, this shall apply mutatis mutandis to the personal liability of FREY's officers, employees, agents and vicarious agents.
- 10.5 The Contractor's claims for damages shall become time-barred one year after the date on which the damaging event came to light. This shall not apply to claims arising from wilful misconduct or gross negligence, to damages resulting from injury to life, limb or health, or to claims under the Product Liability Act.
- 10.6 The Contractor shall, upon first request, indemnify FREY, its officers, employees, agents and vicarious agents against any claims by third parties arising against FREY and/or the aforementioned persons as a result of a culpable breach of duty by the Contractor. The Contractor shall reimburse FREY and the aforementioned persons for all necessary and reasonable expenses incurred in connection with the defence of such claims.

## **11. ASSIGNMENT; RIGHTS OF RETENTION; SET-OFF**

- 11.1 The Contractor is not entitled to assign its claims against FREY arising from this contract. This shall not apply where Section 354a of the German Commercial Code (HGB) applies.

- 11.2 The contractor shall only be entitled to set off claims insofar as its counterclaims are undisputed or have been established by a final and binding court decision.
- 11.3 The same applies to rights of retention and refusal to perform under Sections 320 and 273 of the German Civil Code (BGB). The contractor may only exercise such rights if they arise from the same contractual relationship. In an ongoing business relationship, each individual order is deemed to be a separate contract.

## 12. SEVERABILITY; CONTRACT LANGUAGE; JURISDICTION; GOVERNING LAW

- 12.1 Should any individual provisions or parts of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by an agreement that most closely reflects the purpose of the contract and the intentions of the parties.
- 12.2 The language of the contract is German.
- 12.3 In the event of any doubt regarding the wording of these General Terms and Conditions, the German-language version shall prevail.
- 12.4 The exclusive place of jurisdiction is Munich. However, FREY is also entitled to bring proceedings against the contractor at the contractor's general place of jurisdiction.
- 12.5 The law of the Federal Republic of Germany shall apply exclusively. The application of German private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## 13. END OF DOCUMENT

GENERAL INSTALLATION TERMS AND CONDITIONS (AMB)

Frey & Co. GmbH

English Version – Revision 06/2026