

Supplementary General Terms and Conditions of Purchase of STABL Energy GmbH for Assembly, Installation and Maintenance Services

1. Scope

1.1 These terms and conditions supplement the General Terms and Conditions of Purchase of STABL Energy GmbH ("STABL") in the event that services related to assembly, installation, and maintenance are performed.

1.2 The type and scope of mutual obligations shall be governed in the following order of precedence: the provisions of the individual purchase order, these supplementary terms and conditions for assembly, installation and maintenance services, the General Terms and Conditions of Purchase of STABL in the applicable version.

1.3 Deviating terms and conditions of the contractor shall not apply unless expressly accepted by STABL in writing.

2. Conclusion of Contract

2.1 Contracts are concluded exclusively by written orders or order confirmations from STABL.

2.2 The contractor shall confirm the order in writing within five (5) working days. Otherwise, STABL shall be entitled to revoke the order.

3. Scope of Services and Execution

3.1 The contractor undertakes to perform the agreed services professionally, in a timely manner, and in compliance with applicable regulations, standards, and safety requirements.

3.2 Before beginning the work, the contractor must obtain all necessary information and instructions from STABL.

3.3 The contractor shall provide all required tools, equipment, and materials unless otherwise agreed.

3.4 Assembly includes the operational installation of the complete delivery scope, including any parts provided by STABL, under the full responsibility of the contractor.

3.5 Assembly also includes unloading, proper storage, and on-site transport of the delivery to the point of use. In case of limited storage space, only components that are ready for immediate installation shall be delivered, in coordination with STABL.

3.6 Prior to commencing assembly, the contractor must check structural dimensions such as foundations, openings, and spatial measurements for conformity with STABL-approved drawings and immediately notify STABL of any deviations.

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3.7 Any additional costs incurred by the contractor due to delays in starting or executing the assembly caused by STABL must be reported immediately and itemized with supporting documentation.

3.8 The contractor shall provide all assembly personnel, including supervisory and support staff, as well as all necessary rigging, lifting, assembly tools, and auxiliary equipment.

3.9 The contractor is responsible for the entire assembly workforce and must name the site and commissioning managers before work begins.

3.10 All travel expenses, per diems, allowances, and other incidental costs for the contractor's personnel are included in the agreed assembly costs.

3.11 If STABL provides skilled or unskilled personnel, compensation must be agreed in advance before such personnel begin work.

3.12 Upon request by STABL, the contractor shall perform overtime, night work, Sunday and public holiday work to the extent permitted by law and, if necessary, obtain official approvals. Additional costs will only be reimbursed by STABL if agreed in writing in advance.

3.13 The contractor guarantees that all deployed workers have sufficient command of the German language or that they can be continuously instructed in their native language by a responsible person.

4. Commissioning

4.1 The date for commissioning must be coordinated with STABL. If several system components are to be commissioned together, STABL or its representative shall coordinate the overall commissioning.

4.2 The contractor shall carry out the commissioning of their scope of delivery under their own responsibility and management. The required operating resources and personnel shall be provided by the contractor at no charge.

4.3 The contractor shall follow STABL's instructions. As coordination between interdependent system components takes time, the contractor must plan for a reasonable period.

4.4 Commissioning shall be deemed completed when, after demonstrating flawless function of the system, including all safety and auxiliary systems, a 24-hour continuous operation at the required performance level has been successfully carried out without defects.

5. Trial Operation

STABL reserves the right to verify compliance with contractual obligations by the contractor through a trial operation carried out by STABL or a third party appointed by STABL. In such case, the following shall apply:

5.1 Trial operation begins after successful commissioning.

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5.2 The purpose of the trial operation—conducted at the contractor’s risk and under the supervision of qualified personnel—is to verify the full operability of the system.

5.3 STABL shall provide the required operating materials free of charge. During the trial, the contractor shall instruct STABL’s operating staff so that they are fully familiar with the system afterwards.

5.4 STABL may determine daily operating hours. Other use of the contractor’s personnel requires prior written consent from STABL. If extended shifts are required, the contractor shall provide personnel for rotating shifts.

5.5 The contractor shall rectify any malfunctions during the trial operation at its own cost and without delay.

5.6 The contractor shall prepare a trial operation report to be signed by both parties. The report must document identified defects, current performance status, and the date of full contractual fulfillment.

5.7 The contract shall define the start and duration of the trial operation.

5.8 Downtime due to minor repairs or corrections during the trial period shall be counted as interruptions—unless a fundamental defect requiring system modification occurs and the interruption does not exceed 24 hours. STABL must be notified without delay. The trial operation period will be extended accordingly.

5.9 Trial operation is deemed disrupted and shall be terminated if:

- more than three interruptions are needed by the contractor,
- STABL is not informed immediately, or
- total interruption time exceeds 24 hours.

In such cases, the trial period shall restart after all disruptions are remedied. STABL may extend the trial period at its own cost by up to four weeks.

5.11 If the completion of trial operation is delayed due to reasons attributable to STABL, the contract shall be adjusted accordingly.

6. Acceptance

6.1 After successful commissioning in accordance with Section 4—or following successful trial operation under Section 5, where applicable—STABL shall conduct the acceptance of the system. Acceptance shall occur once all contractual obligations have been fulfilled, especially when the contractor has provided evidence of any required special performance characteristics. Acceptance shall be documented in writing using STABL’s “Acceptance Protocol” form.

6.2 If proof of special performance characteristics or full operability is provided after formal acceptance, this must also be recorded in the acceptance protocol.

6.3 Upon request by the contractor, STABL shall accept partial deliveries or services if they represent a self-contained portion or cannot be verified at a later time. A partial acceptance protocol must be prepared using the “Partial Acceptance Protocol” form.

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6.4 STABL may use the contractor's deliveries/services before formal acceptance for operational reasons. Such use shall not be considered acceptance.

6.5 A lack of evidence for special performance characteristics or full operability shall not preclude acceptance if such deficiency is due to circumstances attributable to STABL. These must be noted in the acceptance protocol.

6.6 If official approvals are required for the operation of the completed system, these are a prerequisite for acceptance. Such approval does not automatically entitle the contractor to partial acceptance. If the decision is delayed or denied due to reasons not attributable to STABL, the contractor shall bear the resulting costs.

6.7 STABL shall allow the contractor to inspect the system for proper condition before acceptance trials/measurements begin. The contractor may not replace system parts solely for acceptance purposes without STABL's prior consent.

6.8 Any defects found during acceptance trials/measurements must be rectified by the contractor at no charge, unless STABL is demonstrably responsible.

6.9 STABL shall bear the cost of operating materials used during acceptance testing. The contractor shall bear the cost of providing acceptance personnel and measuring equipment, including installation and removal.

6.10 If a neutral expert is involved in evaluating test results or repeating measurements in case of dispute, the losing party shall bear the expert's fees. Each party shall cover its own internal costs.

6.11 STABL may assign inspection personnel to the acceptance trials at its own expense.

6.12 If promised guarantee values are not achieved during the trials and modifications or repairs must be performed by the contractor, the trials must be repeated upon request. The contractor shall bear the cost of these repeat trials, even if performance exceeds specifications.

6.13 STABL shall give the contractor up to six (6) months following successful trial operation to demonstrate compliance with special performance characteristics. If acceptance trials cannot be conducted within this time for reasons beyond control, the period shall be extended reasonably. Trials must be coordinated with STABL or its representatives.

7. Warranty Claims

7.1 Warranty claims also apply to subcontractor deliveries. This applies even if STABL required the contractor to use a specific brand or product.

7.2 Warranty rights are not limited by STABL's inspections, instructions, or directives. If the contractor deems any of these to be inappropriate, they must notify STABL in writing and suggest improvements.

7.3 Rectification must be carried out as quickly as possible in coordination with STABL. In urgent cases, STABL may require 24-hour shift work. If immediate rectification is not possible, the contractor must provide a temporary solution in coordination with STABL at its own expense.

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7.4 The contractor shall bear all site-related costs, such as dismantling, transport, reassembly, planning, and documentation incurred during rectification.

7.5 If the contractor fails to rectify defects within the prescribed period, or in urgent cases, STABL may carry out or commission the rectification at the contractor's expense.

This does not affect warranty obligations unless the work is performed improperly.

7.6 STABL has the same rights if continuous operation is not possible, or if the contractor fails to demonstrate full operability within the limitation period, despite STABL having provided the necessary conditions.

7.7 The limitation period is five (5) years from the date of acceptance.

7.8 If a defect in the contractor's scope of supply causes plant shutdown or significant operational interference, the limitation period is extended by the duration of the disruption.

7.9 If defects can only be detected after expiration of the limitation period due to scheduled inspections or overhauls, STABL may assert claims up to one month after the next planned inspection.

7.10 For spare and replacement parts delivered with or for the system, the limitation period is five (5) years from installation—provided installation occurs within five (5) years of acceptance. For later installations, the contractor is liable only for defects occurring within the first 500 operating hours.

7.11 Defects reported during the limitation period shall be covered under warranty, even if rectification is only possible after the limitation period. If continued operation presents a risk, the contractor must immediately inform STABL of any concerns about postponing rectification.

8. Liability and Insurance

8.1 The contractor is liable for all damages arising from its services or personnel unless they can prove they are not at fault.

8.2 If STABL is held liable by a third party due to the contractor's services, the contractor shall fully indemnify and hold STABL harmless—regardless of legal basis. This includes any legal or attorney fees incurred.

8.3 The contractor shall maintain standard commercial liability insurance for the duration of the contract, at least until final acceptance, and provide proof of coverage to STABL upon request. STABL may withhold payments until proof is provided.

8.4 If STABL has requested proof of insurance, the contractor is not entitled to any services from STABL until proof is provided.

9. Deadlines and Time Limits

9.1 Agreed deadlines and schedules are binding.

9.2 The contractor must inform STABL in writing without delay if delays become foreseeable.

9.3 If the contractor defaults, STABL may, after setting a reasonable grace period, claim damages or terminate the contract.

10. Remuneration and Payment Terms

10.1 The agreed remuneration includes all services, incidental costs, and expenses of the contractor unless expressly agreed otherwise.

10.2 Payments will be made within 30 days after complete and defect-free performance, acceptance in accordance with Section 6, and receipt of a verifiable invoice.

10.3 STABL may withhold payment up to twice the cost of rectifying any defects or if counterclaims exist.

11. Warranty and Defect Liability

11.1 The contractor warrants that its services are free from defects and comply with the contractual requirements.

11.2 The contractor shall rectify any defects immediately and at its own expense.

11.3 The warranty period is sixty (60) months from the date of acceptance, unless a longer period is legally required or contractually agreed.

12. Occupational Safety and Security

12.1 The contractor agrees to employ only sufficiently qualified personnel who are lawfully employed and insured in accordance with applicable legal requirements.

12.2 The contractor agrees to comply with all relevant statutory, industry-specific, and collective bargaining wage and social standards. Upon request, the contractor must regularly provide STABL with proof of compliance.

12.3 The contractor shall indemnify STABL internally without limitation or delay from any claims by third parties resulting from violations of the German Posted Workers Act (AEntG), General Equal Treatment Act (AGG), industry-specific or collective bargaining rules, etc., by the contractor or its subcontractors (including subcontractors of subcontractors or staffing agencies). Termination rights listed in this agreement in STABL's favor remain unaffected by these indemnification obligations.

12.4 The contractor must observe all applicable occupational health and safety regulations.

12.5 STABL may suspend work if safety violations occur until the contractor rectifies the issues.

13. Confidentiality and Data Protection

13.1 The contractor undertakes to keep all information obtained in connection with contract execution confidential.

13.2 The processing of personal data must comply with all applicable data protection laws.

14. Termination

14.1 STABL may terminate the contract without notice for good cause.

14.2 Good cause includes, in particular, breaches of material contractual obligations by the contractor.

15. Force Majeure

15.1 Events of force majeure that make it impossible to fulfill the contract entitle both parties to adjust or terminate the contract.

15.2 The affected party must notify the other party in writing without delay, including a description of the event and its effects.

16. Governing Law and Jurisdiction

6.1 These terms are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of jurisdiction is Munich, unless otherwise mandatorily required by law.

These Supplementary General Terms and Conditions of Purchase for Assembly, Installation and Maintenance Services shall apply from December 2024 and supersede all previous versions.