

1. General

By placing an order with RMC on site machining GmbH (hereinafter referred to as "RMC"), the Client acknowledges and accepts the following General Terms and Conditions. Any order placement shall be made in written form. These General Terms and Conditions shall remain valid until further notice.

2. Working Hours

2.1 Working hours shall be deemed to commence upon start of work on site and terminate upon departure from the work location. Transfer time between hotel and worksite and vice versa shall also be charged as working time.

2.2 A standard working week consists of 5 working days of 8 hours each, Monday through Friday. Any deviation from these standard working hours shall be charged as overtime premiums calculated as a percentage surcharge on the standard hourly rate, or as additional surcharges for Saturday, Sunday, night, and public holiday work.

Overtime Surcharges (Mon–Sat):

Up to 4 overtime hours | 25%

Beyond 4 overtime hours | 50%

Surcharges for Saturday, Sunday and Public Holiday Work:

Saturday | 50%

Sunday | 75%

Public Holiday | 100%

Night Shift Surcharge:

Between 20:00 and 06:00 | 50%

If more than one surcharge category applies, only a single surcharge shall be payable, capped at 50% of the standard hourly rate. The maximum surcharge for Sunday work and public holiday work shall be 75% and 100%, respectively.

3. Service Reports / Timesheets

3.1 The Chief Engineer or another authorized employee or representative of the Client shall closely supervise and monitor the progress of the work.

3.2 Service reports / timesheets shall document the working hours performed by RMC for the Client's project. Such reports shall be prepared by our site supervisor and submitted to the Chief Engineer or another authorized employee or representative of the Client for verification and signature.

3.3 In the event of discrepancies regarding service reports / timesheets, RMC must be notified immediately in writing.

3.4 Invoices based on signed service reports / timesheets cannot be rejected unless objections have been submitted beforehand in accordance with Clause 3.3.

3.5 Where service reports / timesheets have been countersigned by the Client, its representatives, or authorized personnel in accordance with Clauses 3.1–3.3, any objection regarding invoiced working hours shall be inadmissible.

4. Waiting Time

4.1 Waiting time caused by external circumstances beyond the control of our personnel shall be charged as working time.

4.2 This includes, but is not limited to, waiting periods caused by the inability to commence work or by reduced working hours, including situations where the work area has not yet been prepared or released for our personnel, as well as general waiting periods for vessel arrival.

4.3 Waiting time shall be invoiced in accordance with the conditions specified under Clause 2.

5. Travel Time | Travel Expenses

5.1 Travel time of our personnel shall be charged according to the actual hours incurred.

5.2 Travel and transportation expenses shall be recharged at cost plus a 10% handling surcharge.

5.3 RMC reserves the right to book flights in Economy Extra / Premium Economy Class. For long-haul flights exceeding 8 hours flight duration, Business Class shall be booked.

6. Accommodation | Hotel | Expenses

6.1 Hotel expenses and disbursements shall be recharged at cost plus a 10% handling surcharge.

6.2 Where quotations are issued on the basis that accommodation is arranged by the Client, RMC assumes accommodation of an appropriate standard including catering.

6.3 Any additional costs arising from assistance and services related to accommodation arrangements shall be charged at cost plus a 10% handling surcharge.

7. Conditions for Work On Board Vessels

7.1 Where accommodation is provided on board a vessel, RMC assumes an appropriate standard including adequate ventilation, air conditioning, and heating facilities.

7.2 Access to sanitary facilities with hot water shall be provided.

7.3 On-board catering shall include at least three nutritious meals per day in sufficient quantity and acceptable quality.

7.4 Our personnel shall have the possibility to purchase beverages and daily necessities on board.

8. Invoicing | Default of Payment

8.1 Invoices shall be issued in accordance with these General Terms and Conditions.

8.2 Our payment term is 7 days from invoice date, as stated on the invoice. Upon expiry of the due date stated on the invoice, the Client shall automatically be deemed in default of payment without the requirement for a separate reminder notice.

8.3 In the event of late payment, default interest shall be charged on the outstanding invoice amount from the due date until receipt of payment. The applicable interest rate shall be governed by the current statutory provisions pursuant to § 288 BGB.

9. Permits | Licenses | Certificates

The sole responsibility for obtaining all licenses, permits, certificates, and similar authorizations required for the execution of the work by our personnel from the relevant authorities and institutions shall rest with the Client.

10. Equipment | Consumables | Services to be Provided by the Client On Site

10.1 RMC performs its services using specialized machinery and tooling. During execution of the work, all transport operations within the work area shall be organized and carried out by the Client (e.g. crane handling of toolboxes to and from the worksite).

10.2 The Client shall organize and bear the cost of transportation and insurance for toolboxes and machinery to the worksite and their return shipment to RMC upon completion of the work.

10.3 Within 7 days after completion of the work, all RMC equipment must have been returned to RMC by the Client. Shipment details shall be forwarded to RMC without delay.

10.5 Should return transport not be arranged by the Client within 10 days, the equipment shall be invoiced accordingly. In the event of delayed return of undamaged equipment, downtime charges shall apply. Damaged or missing equipment shall also be invoiced.

10.6 Machine rental shall be charged per calendar day from the date of dispatch from RMC until the date of return receipt by RMC, unless otherwise agreed.

10.7 Consumable materials used during execution of an order shall be charged separately.

Unless otherwise agreed, the following services are excluded from RMC's scope of supply and shall be provided by the Client for our personnel:

- Assistance with transportation of materials and equipment to and from the onboard worksite (refer to Clause 10.1)
- Supply of electrical power, compressed air for safety equipment and tools, and adequate lighting
- Provision of scaffolding
- Assistance with cleaning of the work area
- Sanitary facilities for our service technicians

11. Force Majeure | Delays

11.1 If RMC is prevented from performing the agreed work within the agreed timeframe due to force majeure, RMC shall be granted such additional time as reasonably required following cessation of the force majeure event.

11.2 Force majeure shall include, but not be limited to, war, strikes, lockouts, general disturbances, significant disruptions in international transport, adverse weather conditions, and other circumstances beyond the parties' reasonable control.

11.3 If RMC's performance is delayed for reasons wholly or partly attributable to the Client or any of its representatives, employees, executives, or subcontractors, RMC shall not only be granted the necessary extension of time but shall also be entitled to compensation for any additional costs incurred as a result of such delay.

12. Liability for Defects

12.1 RMC warrants proper and workmanlike execution of the services by its personnel.

12.2 Liability shall cease once the work has been inspected and accepted by the classification society surveyor or accepted by the Client.

12.3 RMC shall not be liable for losses and/or damages arising from inability to fulfill contractual obligations.

12.4 RMC shall only be liable for personal injury where it is proven that such injury was caused by negligence on the part of RMC or persons for whom RMC is responsible.

12.5 RMC shall not be liable for damage to products manufactured by the Client or to products of which the Client's products form a part. Subject to these limitations, RMC's liability for property damage shall be governed by the same conditions applicable to personal injury claims.

12.6 Under no circumstances shall RMC be liable for production loss, loss of profit, consequential damages, or indirect damages.

12.7 To the extent that product liability claims may arise against the Client from third parties, the Client shall indemnify and hold harmless RMC insofar as RMC's liability is limited under the three preceding paragraphs.

12.8 The above limitations of liability shall not apply where RMC is guilty of gross negligence.

12.9 Should a third party assert a claim for damages against either party under this Clause, the affected party shall immediately notify the other party in writing.

13. Liability and Insurance

13.1 The Client shall indemnify and hold harmless RMC against property damage, injury, or death suffered by RMC employees or third parties where such injury or death has been caused, directly or indirectly, by negligence on the part of the Client. Such negligence may include failure to provide necessary instructions regarding work to be carried out by the repair team.

13.2 For protection of RMC in cases where RMC may become liable for compensation claims relating to damage or injury and where the above indemnification does not apply, RMC shall maintain the following insurance coverage:

A) General Liability Insurance

Coverage for the above liabilities limited to a maximum amount of EUR 3,000,000.

B) Occupational Accident and Personal Accident Insurance

RMC maintains insurance coverage for all employees. This insurance covers repatriation costs in the event of illness, injury, or death. It also covers medical treatment and hospitalization expenses. It is expressly noted that such insurance does not cover vessel deviation costs, which shall always be borne by the Client.

13.3 The provisions of Clauses 12 and 13 shall survive termination of the contract.

14. Rectification of Defects

14.1 Where RMC provides service technicians for rectification work under warranty obligations, RMC shall only bear the labor costs for such work. Travel expenses, waiting time, accommodation, and catering costs shall be borne by the Client and invoiced accordingly.

15. Arbitration and Applicable Law

15.1 Any disputes arising between the parties in connection with agreements governed by these conditions shall be governed by German law. Such disputes shall be finally settled by a court or arbitration tribunal consisting of three members, one appointed by each party. Prior to commencement of proceedings, the two appointed arbitrators shall appoint a third arbitrator to act as chairman of the tribunal. If the arbitrators fail to agree on the appointment of a chairman, such appointment shall be made by the Local Court of Kiel (Amtsgericht Kiel). The arbitrators to be appointed by the parties shall be nominated within 14 days from the date on which one party has notified the other party of its intention to establish the arbitration tribunal. Should either party fail to appoint an arbitrator, such appointment shall be made by the Local Court of Kiel. In all other respects, the provisions of German arbitration law shall apply.

Commercial Register Number: HRB 18393 KI

15.2 Any dispute relating to a contract or invoice shall not entitle the Client to withhold payment of issued invoices.

16. Final Provisions

16.1 Any amendments or supplements to this agreement shall require text form. This shall also apply to any amendment of this formal requirement itself.

16.2 Should any individual provision of this agreement be or become invalid, the validity of the remaining provisions shall remain unaffected.