

Terms and Conditions for contractual work and services

1. Subject: The Contractor shall perform services for the Principal which, depending on the circumstances, shall be complete, self-contained contracts or partial contracts for specific parts of the project. The type and scope of the services to be provided as well as prices, completion dates and other details shall be specified in individual service contracts.

Orders shall only be deemed to have been accepted by the Contractor as legally binding when they have been confirmed by him in writing.

2. Order Processing: The Contractor shall perform the services on his own responsibility and with his own work equipment.

Insofar as the services are to be performed on the premises or on the company grounds of the Principal, the Principal shall be responsible for the entire local instruction. The Principal has the right to continuously monitor the proper execution of the assigned orders, to issue instructions within the scope of the overall management to which he is entitled and to ensure the overall coherence.

The Contractor is released from checking the correctness and expediency of such instructions and their implementation. If, however, in the opinion of the Contractor, such instructions are associated with a considerable cost, he shall point this out to the Principal.

Insofar as completion dates are specified in the individual service contracts for individual sections of the order, the Principal shall carry out a partial acceptance in each case. After completion of the entire order, the final acceptance shall take place immediately. The Contractor shall give one week's written notice before making the contractual object available for acceptance. If the Principal does not accept the subject of the contract after it has been made available for a reason other than a defect, the subject of the contract shall be deemed to have been accepted 14 days after it has been made available for acceptance. Upon acceptance, the Contractor's liability for obvious defects shall cease, unless the Principal has expressly asserted such defects in detail in writing in the acceptance report.

(3) Working hours and Allowances: For services which are invoiced on a time basis, the normal working hours shall be 7.4 hours from Monday to Friday. This normal working time shall also be taken as a basis if the employees are unable to carry out their work for reasons for which the Contractor is not responsible.

All additional hours worked shall be considered as overtime. The calculation of surcharges for overtime, night work, shift work and work on public holidays etc. shall be based on the valid provisions of the collective agreement of the iron, metal and electrical industry of the respective collective agreement district.

Public holidays shall be governed by the provisions applicable to the place of performance of the contract.

(4) Obligations of the Contracting Parties: The Contractor shall ensure that its employees comply with the safety and accident prevention regulations and the regulatory provisions applicable at the respective place of performance. The Contractor undertakes to comply with the corresponding instructions of the Principal. In this respect, the Contractor shall be released from liability for the correctness and expediency of these instructions and their implementation, including their verification.

The Principal shall ensure that the Contractor's employees are trained and informed about the safety regulations to be observed as well as the Principal's plant regulations and further special regulations.

The Principal and the Contractor undertake not to entice away any employees from each other for the duration of this Agreement and for a period of 6 months after its termination.

In cases of force majeure and other events for which the contracting parties are not responsible, in particular in the event of industrial disputes, operational disruptions or shutdowns, official measures or energy and material shortages, the contracting parties shall be released from their contractual obligations for the duration and to the extent of their effect and shall furthermore be entitled in serious cases to adjust the agreements to the changed circumstances or to terminate the contract without the other party being entitled to compensation claims as a result. In any case, the Principal shall pay for the Contractor's services rendered up to the occurrence of the event on a pro rata basis.

(5) Qualitative default in performance: If the service is not rendered in accordance with the contract or is rendered defectively and if the Contractor is responsible for this, he shall be obliged to render the services in accordance with the contract within a reasonable period of time without additional costs for the Principal. The prerequisite for this is a complaint by the Principal, which must be made immediately, at the latest within 4 weeks after the service has been provided. If no notice of defects is given within this period, the services shall be deemed to have been accepted by the Principal in accordance with the contract and free of defects.

If the contractual provision of the service is not successful in essential parts for reasons for which the Contractor is responsible, even within a reasonable period of grace to be expressly set by the Principal, the Principal is entitled to terminate the contract without notice. In this case the Contractor shall be entitled to remuneration for the services rendered on the basis of the contract until the termination becomes effective. The remuneration shall only be waived for those services for which the Principal proves within 4 weeks after the declaration of termination that they are not usable and of no interest to him.

Any further claims of the Principal due to qualitative deficiencies in performance are excluded. This exclusion shall not apply in the event of intent or gross negligence or in the event of injury to life, limb or health.

(6) Warranty: The warranty period for contracts for work and services is 12 months. It begins with the acceptance. The same warranty period shall apply to repaired or newly provided services, which shall commence with the rectification of defects or new production. Self-remedy releases the Contractor from his warranty obligation for the defect in question if and insofar as the defect in question is due to self-remedy. In the event of a proper and justified notice of defect, the Principal shall in principle only have a claim to subsequent performance free of charge, whereby the Contractor may choose between rectification of the defect and new production. In the event of failure of the supplementary performance, the Principal may only choose between self-execution, reduction of the purchase price and withdrawal from the contract, except in the event of the assumption of a guarantee, a quality guarantee with regard to the work, the assumption of a procurement risk and the fraudulent concealment of a defect. Further warranty claims are excluded. In cases of intent or negligence, clause 7 shall

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apply. If damage and losses occur during the performance of the service which are within the scope of the wear and tear generally usual for such orders, the Principal shall not be entitled to any warranty rights.

(7) Liability: Except in cases of injury to life, body, health and under the Product Liability Act as well as on the basis of other mandatory liability provisions, the Contractor shall only be liable under statutory and contractual liability provisions in the event of intentional or grossly negligent causation of the damage by the Contractor, its legal representatives or vicarious agents. The Contractor shall only be liable for simple negligence if an essential contractual obligation ("cardinal obligation") is breached. Liability for the breach of a cardinal obligation shall be limited to the amount of the damage typically foreseeable at the time of the conclusion of the contract, however, to a maximum amount of EUR 3,000,000.00 per damage event. This shall not apply insofar as the Contractor is compulsorily liable in the case of injury to life, body or health and in the case of claims under the Product Liability Act or other statutory liability provisions.

Any liability shall be excluded insofar as a defect or damage is based on an instruction or a special request of the Principal within the scope of the overall management to which it is entitled.

(8) Remuneration: For the execution of the orders, the Principal shall pay the Contractor as remuneration the lump sum price agreed in the respective individual service contract. If a lump-sum price cannot be agreed, remuneration shall be based on unit prices. When awarding contracts at unit prices, the contract value shall additionally be estimated according to the scope of services to be expected for the execution of the contract. If it becomes apparent that the contract value estimated in accordance with sentence 1 is not sufficient for the execution of the contract, the Contractor shall inform the principal thereof without delay. The Principal and the Contractor shall then agree the extended order value in writing.

If, due to the special nature of the order, it is not possible to agree on a lump sum or unit price, remuneration shall be based on time spent. In such cases, a specific individual rate shall be fixed for the services to be rendered by the Contractor.

The method of payment for lump sum prices and for orders according to unit prices shall be stipulated in the individual service contract. In the case of orders on a time basis, payment shall be made net 10 days after receipt of the invoice on the basis of the proof of performance accepted by the Principal.

All prices are net prices plus the statutory value added tax. Changes in the tariff or statutory provisions shall result in a corresponding appropriate retroactive change in the price or billing rate.

If the Principal has not made payments by the agreed date of payment, the Contractor shall be entitled to withdraw from the unfulfilled part of the contract after setting a reasonable period of grace.

(9) Other Costs: The Contractor shall charge a company surcharge of 15 % for the services of subcontractors. This also includes premiums for a specially taken out liability insurance.

(10) Retention of title: The works produced by the Contractor or deliveries provided by him remain the property

of the Contractor until full payment has been made. In the event of resale, the Principal shall assign his claim to the Contractor. If the object of the contract is processed or inseparably mixed with other objects, the Contractor shall acquire co-ownership of the new object in the ratio of the invoice values of the object of the contract to the processed object. The Contractor undertakes to release the securities to which he is entitled on request insofar as their value exceeds the claims to be secured by more than 20%, insofar as these have not yet been settled.

(11) Confidentiality: The Contractor and its vicarious agents undertake to maintain strict confidentiality of all data of the Principal which become known to the Contractor in the course of its performance. This obligation shall also apply beyond the completion of orders placed.

(12) Termination: Individual orders cannot be terminated ordinarily. Continuous services can be terminated with a notice period of 3 months.

The contract is based on the legal and collective agreement provisions applicable at the time of the conclusion of the contract. In the event of changes in the law or collective agreements which affect the performance of the services of the Contractor, the contracting parties agree to enter into talks without delay to adjust the contract. If one party refuses to enter into talks, the other party shall be entitled to terminate the contract without notice. This shall also apply if one party declares the failure of the negotiations. In the event of termination, the Principal shall compensate the Contractor for the services rendered up to the time of termination at the agreed prices.

(13) Right to object to Advertising: The Contractor carries out advertising as well as market and opinion research in accordance with the Federal Data Protection Act (BDSG). The Principal has the right to object to the use of his personal data for these purposes at any time in accordance with Section 28 (4) BDSG. 14.

Within the framework of the business relationship, the data necessary for electronic data processing shall be stored by the Contractor. In addition, data shall be exchanged with credit agencies such as EULER HERMES, Bisnode Deutschland, Creditreform and Bürgel Wirtschaftsauskunfteien for the purpose of credit checks and creditworthiness monitoring within the framework of the applicable laws. The Principal agrees to this.

(15) Place of Jurisdiction: The place of jurisdiction for all dunning procedures and legal disputes shall be the respective location of our commissioned branch, which shall be deemed to be the place of performance.

(16) Final Clause: The above terms and conditions shall also apply if the order is placed by means of orders from the Principal and no express reference is made to them in these orders. Other terms and conditions shall only apply if they have been accepted in writing by the Contractor. If different terms and conditions are mentioned in the order of the Principal, they shall not bind the Contractor without his express written acknowledgement.

The legal relations between the Principal and the Contractor shall be governed exclusively by the law of the Federal Republic of Germany. Even if individual points are legally invalid, the remaining parts of the terms and conditions shall remain binding. This shall not apply if adherence to individual provisions or to the entire order would represent an unreasonable hardship for one party.